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2

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**NEW QUESTION 32**

In which of the following section of a specification, requirements for training to use the equipment will be set out?

- A. Implementation
- B. Issue reference
- C. Performance
- D. Consultation requirements

**Answer: A**

Explanation:

Implementation is a substantive requirement which covers the following areas:

- Will there be a need to train the staff to use the equipment?
- Are there integration requirements with other systems or processes?
- How will this work?
- What are the timescales?
- Are detailed method statements required?

Consultation requirements regards to explicitness of compliance with any national or local legal requirements Reference:

LO 2, AC 2.1

**NEW QUESTION 33**

Which of the following is regulated by standard ISO 14001?

- A. Information security management
- B. Environmental management
- C. Quality management systems
- D. Energy management

**Answer: B**

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## CIPS Commercial Contracting Sample Questions (Q137-Q142):

### NEW QUESTION # 137

Which of the following are most likely to be substantive elements of the specification of a truck? Select TWO that apply:

- A. Abbreviation
- **B. Expected lifespan**
- C. Foreword
- D. Ethics
- **E. Guarantee**

**Answer: B,E**

Explanation:

The key substantive elements to be included in a specification are:

- Characteristics of the product or service
- Time scale for delivery
- Response times for defects
- KPIs relating to performance and reliability
- Lifespan and durability expectations
- Documentary requirement for training/user manual and/or management information
- Any specific requirements regarding implementation

Reference: CIPS study guide page 90-92

LO 2, AC 2.1

### NEW QUESTION # 138

Which of the following KPIs is qualitative?

1. Openness and co-operation of supplier
2. Responsiveness of supplier
3. Customer satisfactory ratings
4. Cost management
5. OTIF deliveries

- A. 1 and 4 only
- **B. 1 and 3 only**
- C. 2 and 3 only
- D. 2 and 5 only

**Answer: B**

Explanation:

Qualitative KPIs are based on pure opinions about how well or otherwise the goods are performing or the service is being delivered. Most often, these will be linked to, or converted into, a numerical measure. However, such satisfaction surveys often also include free fields for respondents to explain why they feel the way they do, and what they might have liked to have been different.

On the other hand, quantitative KPIs are based on numerical measure with either definite number (e.g., actual number of orders incomplete or otherwise inaccurate during the time period) or as a percentage (e.g. number of inaccurate orders as a percentage of the total number of orders).

Openness and co-operation means that supplier is open and co-operative in its relationship with purchaser, e.g., in terms of joint problem solving. This KPI is qualitative since it is measured by individual judgement.

Responsiveness of supplier means the supplier responds rapidly to requests for information and support without having to be chased. It is measured by the number of times requests chased as a percentage of number of requests. It is a quantitative KPI.

Customer satisfactory ratings means the level of customer's satisfaction. This KPI is measured by periodic survey and it is a qualitative KPI.

Cost management is another quantitative KPI. It can be measured by comparing between the actual costs and the contractual costs.

OTIF (one-time in-full) deliveries is a quantitative KPI. It can be measured by counting the inaccurate deliveries in the period or inaccurate deliveries as a percentage of total number of deliveries for period.

Reference:

**NEW QUESTION # 139**

Which of the following documents are likely to have legal standing? Select TWO that apply:

- A. Estimate
- B. Request for information
- C. Requisition
- **D. Tender**
- **E. Quotation**

**Answer: D,E**

Explanation:

A quotation and a tender are both firm offers which have legal standing to the offeror. Tenders are more detailed than quotations and will include quality aspects as well as prices.

LO 1, AC 1.1 & AC 1.2

**NEW QUESTION # 140**

When a contract has been agreed on the basis of a fraudulent misrepresentation, which of the following remedies are available?

- A. Damages only
- B. Both damages and rescission
- **C. An injunction only**
- D. Rescission only

**Answer: C**

Explanation:

An untrue statement of fact or law made by Party A (or its agent) to Party B, which induces Party B to enter a contract with Party A thereby causing Party B loss. An action for misrepresentation can be brought in respect of a misrepresentation of fact or law.

There are three types of misrepresentation:

- Fraudulent misrepresentation: where a false representation has been made knowingly, or without belief in its truth, or recklessly as to its truth.
- Negligent misrepresentation: a representation made carelessly and in breach of duty owed by Party A to Party B to take reasonable care that the representation is accurate. If no "special relationship" exists, there may be a misrepresentation under section 2(1) of the Misrepresentation Act 1967 where a statement is made carelessly or without reasonable grounds for believing its truth.
- Innocent misrepresentation: a representation that is neither fraudulent nor negligent.

The remedies for misrepresentation are rescission and/or damages. For fraudulent and negligent misrepresentation, the claimant may claim rescission and damages. For innocent misrepresentation, the court has a discretion to award damages in lieu of rescission; the court cannot award both (see section 2(2) of the Misrepresentation Act 1967). For more information, see Practice note, Misrepresentation.

Reference:

- Misrepresentation
- CIPS study guide page 55

LO 1, AC 1.2

**NEW QUESTION # 141**

XYZ Ltd is negotiating a long-term supply contract of important parts with a supplier. Dave, procurement manager teams up with Alla, legal manager to construct a service level agreement. Dave is concerned that poor performance of supplier may cause damages to the operations of the organisation. Which of the following can be used in conjunction with SLA to compensate the buying organisation in case of supplier's poor performance?

1. Warranties
2. Force majeure clauses
3. Penalty clauses
4. Service credits

- Answer: B**

LO 2, AC 2.2

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