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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 (Q71-Q76):

NEW QUESTION # 71

Nestle gave away records of "Rockin' Shoes" or a voucher to people who sent in three wrappers from Nestle's 6d. milk chocolate bars as well as 1s 6d. Which of the following were the consideration of Nestle's customer? Select TWO that apply

- A. Three wrappers
- B. Milk chocolate bar
- C. 1s 6d
- D. "Rockin' Shoes" record
- E. The voucher

Answer: A,C

Explanation:

Consideration is one thing given in exchange for another.

In this case, considerations of customers are three wrappers and 1s6d. Consideration of Nestle is Rockin' Shoes record or a voucher.

Reference: CIPS study guide page 36-40

LO 1, AC 1.2

NEW QUESTION # 72

In order to monitor supplier's performance, an organization decides to draft performance management frameworks. Which of the following are the components of a performance management framework? Select THREE that apply:

- A. Justification
- B. Indemnity
- C. KPIs
- D. Force majeure
- E. Targets
- F. Consequences

Answer: C,E,F

Explanation:

There are three key components of a performance management framework:

- Key performance indicators (KPIs) - What you are measuring
 - Targets - the performance level to be achieved
 - Consequences - what happens if the measures are not achieved and/or if they are exceeded
- Reference: CIPS study guide page 11-14 LO 1, AC 1.1

NEW QUESTION # 73

GPP, the employer, and Prosloria UK, the contractor, entered into five EPC contracts for the development of five different solar power generation plants in the United Kingdom. Four out of the five developments failed to be commissioned by the relevant due dates, with the delays ranging from 44 to 285 days.

Among other claims, GPP, acting through its two investment vehicles, claimed liquidated damages of £500 per day in all four contracts for Prosloria UK's failure to achieve completion of the plants by the due date. The liquidated damages claimed amounted to £1,804,221 across the four delayed contracts.

Prosolia, alongside various other defences, raised the defence that the liquidated damages provision in each contract was a penalty, and therefore unenforceable against it. Is Prosolia contractually obliged to make the payment to the plaintiff?

- A. Yes, the clause is a genuine estimate of possible losses that GPP may have suffered and therefore, it is enforceable.
- B. No, the clause must be treated as a penalty clause which is unenforceable in UK
- C. Yes, the amount is a reward to the employer as they have supervised and monitored the projects
- D. No, the amount claimed is too excessive and it may put Prosolia into insolvency. The clause must be void

Answer: A

Explanation:

A liquidated damages clause specifies a predetermined amount of money that must be paid as damages for failure to perform under a contract. The amount of the liquidated damages is supposed to be the parties' best estimate at the time they sign the contract of the damages that would be caused by a breach. If a breach occurs and the liquidated damages clause is enforceable, the parties do not calculate the actual damages (i.e., how much money a party actually lost as a result of the breach). Instead, the breaching party pays the predetermined sum provided by the liquidated damages provision.

To be enforceable, a liquidated damages clause should meet the following criteria.

Damages are difficult to estimate. A court will be more likely to enforce a liquidated damages provision if the damages that will be incurred as a result of a breach of the contract are difficult to estimate when the contract is entered into. In certain situations, injuries are easy to prove. For example, if a breach will result in the loss of sales, it is easy to determine the actual damages by calculating lost profits. Others are more difficult, like the harm caused by breach of a confidentiality agreement or theft of trade secrets. To be enforceable, the damages should be either uncertain or difficult to quantify at the time the contract is entered into.

The amount is reasonable and not a penalty. If the amount of the liquidated damages is grossly disproportionate to the actual harm incurred, a court will likely find it is a penalty or punishment and will not enforce the provision. When making this analysis, courts usually consider what was reasonable at the time the contract was entered into as opposed to when the breach occurred. There have been cases, however, where courts will decide the reasonableness of the damage estimate based on the actual harm at the time of the breach.

The scenario is excerpted and edited based on a real world case law. In that case, the court held that GPP was entitled to liquidated damages under all four of the EPC contracts, ruling that the provisions did not amount to unenforceable penalties in each of the contracts.

Reference:

- CIPS study guide page 158-159
- Liquidated damages in energy projects
- What Is a Liquidated Damages Provision?

LO 3, AC 3.2

NEW QUESTION # 74

A senior buyer is preparing specification for the next purchase. He intends to embed social and environmental criteria that align with his organisation's overarching strategy. Which of the following provides the social and environmental objectives that an organisation pursues?

- A. Economy of scale
- B. Organisation's CSR policies
- C. Economic performance
- D. Procurement Systems and Technology

Answer: B

Explanation:

The organisation should have an overarching strategies or policies which sets out the social and environmental objectives to be pursued via procurement and the supply chain generally. Some of these will be about the specification, but that must be tied in other aspects of the sourcing strategy. These objectives, policies and strategies can be found in corporate social responsibility policy.

Reference: CIPS study guide page 96

LO 2, AC 2.1

NEW QUESTION # 75

Which of the following is most likely to be an one-off contract?

- A. Contract for construction of a power plant

- B. Franchise Agreement
- C. Framework Agreement for supply of mono-crystalline silicon
- D. Commercial lease agreement of an office building

Answer: A

Explanation:

One-off contracts are used where a supplier is only needed for a single activity unlikely to be repetitive, and where the need of the buyer is concrete and finite. Among the answers, only construction for power plant is one-off since the work is non-repetitive and the need is clearly defined.

A framework agreement is an agreement between one or more businesses or organisations, "the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged".

A Commercial Lease Agreement is a contract used when renting business property to or from another individual or company. It gives the tenant (or renter) the right to use the property for business purposes during the term of the lease in exchange for payment to the landlord.

A franchise agreement is a legally binding document that outlines a franchisor's terms and conditions for a franchisee. Every franchise is governed by these terms, which are generally outlined in a written agreement between both parties.

Reference:

LO 1, AC 1.3

NEW QUESTION # 76

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