



Procurement and Contracts (Application)

WAPDA

Marks-100

Subjective

Duration: 03 Hours

[Instructions]

- Ensure that the question paper delivered to you is the same, in which you intend to appear.
- Read the instructions given on the title page of Answer Script.
- Start each question from fresh page.

Books Allowed:

- Procurement and Contract Manual
- Pakistan Public Procurement Rules, 2004 and supplementary regulations issued by PPRA
- Contract Act 1872
- The Companies Ordinance 1984
- The Public Sector Companies (Corporate Governance) Rules, 2013
- The Securities & Exchange Commission of Pakistan Act 1997
- The Memorandum and Articles of Association of the entities concern

Attempt all Questions

- Q.1. (a)** Explain the strengths of the “Quality Based” and “Quality and Cost Based” selection methods for hiring consultants. Each of them is suitable for what types of projects. **10**
- (b)** WAPDA is hiring consultants. for its mega project on the basis of Quality and Cost based selection procedure. Four bidders were qualified on the basis of technical evaluation. The qualified bidders had submitted the following financial offers:

S.No.	Bidder Name	Financial Offer Rs.(m)
1.	M/s Alpha	1,300
2.	M/s Beta	1,500
3.	M/s Gamma	1,250
4.	M/s Delta	1,600

Required:

Calculate Financial Score for each of the bidders.

- Q.2.** Explain the following: **10**
- (a)** The power which the Board of a company cannot exercise without the consent of the General Meeting. **10**
- (b)** Roles of Chairman and Chief Executive of a Public Sector Company. **10**
- Q.3.** How responsiveness of the bids is determined? Identify at least TEN ground on the basis of which the bids are likely to be rejected on preliminary evaluation of bids. **15**
- Q.4.** What are the conditions on the basis of which one can declare that a director of a company is not independent? **15**
- Q.5.** Why WAPDA hires consultants for its small and medium project in the presence of well qualified and foreign trained WAPDA engineering staff; doesn't it enhances the cost of project"? Offer your comments on this statement. **15**
- Q.6.** Differentiate between Contract of Indemnity, Contract of Guarantee and Continuing Guarantee with example. (example must not be taken from the Act/Book). **15**
