

CORRIGENDUM NO 1

TO PREQUALIFICATION DOCUMENT FOR INDUCTION OF ECO-FRIENDLY BUSES IN RAWALPINDI (Gs# 3470)

DATED:
JANUARY, 2025

THE PUNJAB MASSTRANSIT AUTHORITY
(A Statutory Body Established By Government Of Punjab)

The “PUNJAB MASSTRANSIT AUTHORITY” hereby notifies that it has resolved to make following amendments to the Prequalification Document titled above:

1. The submission deadline is revised as 24th February, 2025, 1200 hours (PST)
 2. Following will be added as sub-section 1.4 to Section 1-Introduction:

“The prequalified bidders shall remain shortlisted for a period of one year from the date of notification of prequalified bidders for cities under jurisdiction of PMA as per PMA Act 2015, however, PMA shall reserve to right to cancel or restart the prequalification process at any stage later. Furthermore, PMA may at any time make available the shortlisted / prequalified bidders (Say List A) for the province of Punjab to any other organization it deems appropriate, in which case such organization will have the right to proceed with the next stage of procurement of EV buses through competition among the shortlisted bidders mentioned in list A”
 3. The definition for “Authorized Representative” shall be amended as follows:

“A person designated by the Applicant empowered through a legally issued power of attorney in the form prescribed in FORM B – POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SIGN THE DOCUMENTS to handle all Project-related matters with the Procuring Agency, whether arising under, out of, or in connection to the Project.”
 4. Point No.1 of the “Notes For Execution Of Power Of Attorney” section of Form B - Power Of Attorney To Authorize A Person To Sign The Documents shall be amended as follows:

“To be executed by each Applicant authorizing the relevant attorney to sign the required documents on its behalf.”
 5. The first paragraph of Form B - Power Of Attorney To Authorize A Person To Sign The Documents shall be amended as follows:
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“KNOW ALL MEN BY THESE PRESENTS, We, [•] (name of the entity and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. [•] (name), son / daughter / wife of [•] holding [CNIC / Passport] Number [•] and presently residing at [•], who is presently employed with [us/the Local Authorized Dealer] and holding the position of [•], as our true and lawful attorney...”

6. Point No.3 of the “Notes For Execution Of Affidavit” section of Form D – Form of Affidavit stands deleted.
 7. Point No.2 of the “Notes For Execution Of Undertaking” section of Annexure C – Undertaking stands deleted.
 8. Sr. No. 20 of Section 9.1.1 stands deleted.
 9. Sr. No. 10 of Section 2 (Specifications Summary) of Section 3 (Specifications) of Annexure B “Project Information” shall be amended as follows:
“Lithium-ion (LiFePO4) with protection level IP68 or IP69K. ~~Certificate of IP68 & IP69K shall be required.~~”
 10. Sr. No. 1 - Part III - Form F shall be amended as follows:
“National Tax Number (NTN) Section 2.1 of Annexure A - Basic Eligibility Criteria. In case of a foreign entity, requisite reference no. of the tax certificate Section 2.2 of Annexure A - Basic Eligibility Criteria”
 11. Section 9.1(c) of Annexure A – Basic Eligibility Criteria shall be amended as follows:
“Obtained updated ISO (mandatory) & TQM (or its equivalent quality management system which is internationally recognized) Certifications. Evidence shall be provided”
 12. Section 9.1(d) of Annexure A – Basic Eligibility Criteria shall be amended as follows:
“Successfully completed at least three (03) similar projects for supply of seven and half meters (7.5m) to thirteen meter (13m) pure electric buses (CBU) with an order of minimum one hundred (100) buses (CBU) per order during the last five (05) years (i.e. 2019, 2020, 2021, 2022 & 2023);”
 13. Following will be added as Section 9.1(e) of Annexure A – Basic Eligibility Criteria:
“Experience shall be evidenced by either a completion certificate or a partial delivery certificate or any other valid evidence”
 14. Sr. No. 1.1.1 of Section 1 (Specification Components) of Section 3 (Specifications) of Annexure B “Project Information” shall be amended as follows:
“~~6~~ 63 Nos. - 9 meter Pure Electric Buses. (with ± 3% tolerance)”
 15. The amendments are reflected on page Nos 1, 2, 6, 11, 15, 19, 22, 26, 29, 35, 42, 45, 54 & 57 of the revised prequalification document attached herewith
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INDUCTION OF ECO-FRIENDLY BUSES IN RAWALPINDI (Gs# 3470)

PREQUALIFICATION DOCUMENT **VERSION 2**

DATED:

~~DECEMBER, 2024~~ JANUARY, 2025

THE PUNJAB MASSTRANSIT AUTHORITY

(A Statutory Body Established By Government Of Punjab)



LETTER OF INVITATION

The “**PUNJAB MASSTRANSIT AUTHORITY**”, invites Prequalification Applications in relation to the Project.

The Punjab Masstransit Authority is a statutory body established by Government of Punjab with the purpose of planning, construction, operation and maintenance of mass transit systems in the major cities of the province; for providing safe, efficient and comfortable urban transportation system. Punjab Masstransit Authority’s vision is to provide state-of-the-art mass transit system for all. The mission of Punjab Masstransit Authority is to establish and operate mass transit system ensuring safety, comfort and efficacy. The features of mass transit system are planned to cater to the vision and mission of the Punjab Masstransit Authority.

The Punjab Masstransit Authority intends to operate pure electric buses in the city of Rawalpindi to reduce vehicular emissions in the city to provide safe and efficient means of public transport to commuters. The Project will lay the foundation for future prospect of upgradation of public transport operations in the cities of Punjab. In light of the same, the Punjab Masstransit Authority intends to engage a private party for the purposes of procurement and supply of pure electric buses of nine (09) meters. For details in relation to the Project background and specifications, please refer to **ANNEXURE B – PROJECT INFORMATION** of this Prequalification Document.

In terms of the Procurement Rules, prequalification of Applicants shall be based on their capabilities, competence, and resources that are relevant to the Project, taking into account the factors set out in this Prequalification Document.

It is mandatory that the Prequalification Applications be prepared using the standard formats provided in Section 9 (*Application Documents*) of this Prequalification Document accompanied with any other document required pursuant to this Prequalification Document. The Prequalification Applications that are not prepared on the prescribed format may not be considered by the Punjab Masstransit Authority. In the event any information required in the prescribed forms is found missing, or written elsewhere, no credit will be given during evaluation and may lead to rejection of the Prequalification Application.

Interested firms are requested to submit bids online on the PPRA Portal: e-Pak Acquisition & Disposal System (EPADS) via web link: <https://punjab.eprocure.gov.pk/> on or before **22ND JANUARY 24TH FEBRUARY, 2025 AT 1200 HOURS (PST)** accompanied with requisite documents as mentioned in bidding documents. In case of official holiday on the day of submission, next day will be treated as closing date. Interested bidders are requested to register their firms on the aforementioned PPRA Portal. For registration and guidance on EPADS, the applicants may contact PPRA at UAN: 051-111-137-237. The e-applications will be opened by the Evaluation Committee at 1230 hours (PST) on the same day through EPADS at the address mentioned in this Prequalification Document.

This Prequalification Document can be downloaded from the websites of PPRA (<https://ppra.punjab.gov.pk>), Punjab Masstransit Authority (<https://pma.punjab.gov.pk>) and EPADS (<https://punjab.eprocure.gov.pk/>)

Subject to section 3.1.1 of this Prequalification Document, in the event this Prequalification Document is downloaded from any of the aforementioned website(s), the Applicant will be required to intimate the Punjab Masstransit Authority in writing via email, enclosed with its full name, address and contact details

SINCERELY,

GENERAL MANAGER (OPERATIONS)

PUNJAB MASSTRANSIT AUTHORITY,

5TH FLOOR, ARFA SOFTWARE TECHNOLOGY PARK (ASTP),

346-B, MAIN FEROZEPUR ROAD, LAHORE, PAKISTAN.

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EMAIL: rizwan.aziz@pma.punjab.gov.pk

IMPORTANT NOTICE

This Prequalification Document is issued by the Punjab Masstransit Authority and is provided to the recipient solely for use in preparing and submitting Prequalification Applications.

The Prequalification Applications shall be submitted by Applicants upon the full understanding and agreement of all terms and conditions of this Prequalification Document and such submission shall be deemed as an acceptance to all the terms and conditions stated in this Prequalification Document.

Neither the Punjab Masstransit Authority, nor its consultants, advisors, employees, personnel or agents, make any representations (express or implied) or warranties as to the accuracy or completeness of the information contained in this Prequalification Document, or in any other document made available to a person in connection with the prequalification process for the Project; and the same shall have no liability for this Prequalification Document or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither the Punjab Masstransit Authority, nor its consultants, advisors, employees, personnel or agents will be liable to reimburse or compensate any recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this Prequalification Document or otherwise in connection with the Project.

This Prequalification Document shall neither constitute a solicitation to invest, or otherwise participate, in the Project, nor shall it constitute a guarantee or commitment of any manner on the part of the Punjab Masstransit Authority that the Project will be awarded. The Punjab Masstransit Authority reserves the right, in its full discretion, to modify this Prequalification Document and/or the Project requirements at any time to the fullest extent permitted by Applicable Laws and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

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GLOSSARY

Unless otherwise specified /defined herein, all capitalized terms used in this Prequalification Document shall bear the meanings set out below. References to any law, rule or regulation shall include any amendments, modifications or any re-enactment thereof.

TERM	DEFINITION
AFFILIATE	<p>With respect to an Applicant, means:</p> <ul style="list-style-type: none"> (a) any company controlling, controlled by or under common control with such person; (b) any director, senior executive or manager either of such person or of any company referred to in paragraph (a) above; (c) any consultant, agent or representative supporting such person in connection with the Project (including the prequalification and/or Bidding Process for the Project); and/or (d) any person with an aggregate ultimate beneficial interest in at least five percent (5%) of the share capital or ownership interest in such person (howsoever held).
APPLICABLE LAWS	<p>All applicable federal, provincial and local laws, promulgated or brought into force and effect in Pakistan, as the case may be, including regulations and rules made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Prequalification Document.</p>
APPLICANT	<p>A firm/company (original equipment manufacturer) of pure electric buses that has submitted a Prequalification Application in response to this Prequalification Document.</p>
AUTHORIZED REPRESENTATIVE	<p>A person designated by:</p> <ul style="list-style-type: none"> (a) —the Applicant; or (b) — in case the Applicant is a foreign entity, the Local Authorized Dealer on behalf of the Applicant, <p>empowered through a legally issued power of attorney in the form prescribed in FORM B – POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SIGN THE DOCUMENTS, to handle all Project-related matters with the Procuring Agency, whether arising under, out of, or in connection to the Project.</p>

BASIC ELIGIBILITY CRITERIA	The set of requirements and/or conditions, provided therein ANNEXURE A – BASIC ELIGIBILITY CRITERIA , that Applicants must meet as a prerequisite for further consideration or evaluation in the Bidding Process.
BIDDING PROCESS	The international open competitive bidding process to be conducted in accordance with the Procurement Rules by the Procuring Agency for the award of the Project.
BUSINESS DAYS	A day (other than Saturday, Sunday or a gazetted holiday) on which banks in Pakistan are generally open for business.
CONFLICT OF INTEREST	A situation in which a party/Applicant has interests that could improperly influence that party/Applicant’s performance of official duties or responsibilities, contractual obligations, or compliance with Applicable Laws and regulations or in the event an Applicant participated in more than one (1) application in the prequalification process, either individually or is an Affiliate of the Procuring Agency or any of its advisors.
CORRUPT & FRAUDULENT PRACTICE	<p>Either one or any combination of the practices given below:</p> <p>(a) <i>“coercive practice”</i> means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</p> <p>(b) <i>“collusive practice”</i> means any arrangement between two (2) or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the Procuring Agency to establish prices at artificial, non-competitive levels for any wrongful gain;</p> <p>(c) <i>“corrupt practice”</i> means the offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the acts of another party for wrongful gain;</p> <p>(d) <i>“fraudulent practice”</i> means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(e) <i>“obstructive practice”</i> means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering, or concealing evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from</p>

	disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights.
DATA SHEET	The data sheet provided in Section 8 (<i>Data Sheet</i>) of this Prequalification Document.
ELIGIBLE COUNTRY	All countries of the world with whom the Islamic Republic of Pakistan has commercial/trade relations and those who are not subject to sanctions imposed by the United Nations Security Council.
EPADS	The PPRA Portal: e-Pak Acquisition & Disposal System.
FOREIGN APOSTILLE CERTIFICATE	An authentication certificate issued by the designated authority of a country that is a signatory to the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents (Apostille Convention) of 1961. This certificate allows documents to be directly presented by the signatory state to any concerned authorities without further attestation requirements.
LETTER OF INVITATION	The communication extended by the Procuring Agency, as provided on page 2 of this Prequalification Document, to invite Applicants to participate in the prequalification process in accordance with this Prequalification Document.
LOCAL AUTHORIZED DEALER	In case of an Applicant being a foreign entity, a firm/company designated by the Applicant (duly authorized in accordance with this Prequalification Document) to handle all Project-related matters with the Procuring Agency, whether arising under, out of, or in connection to the Project, provided that a branch office set up by a foreign company in Pakistan shall not be considered a " <i>local authorized dealer</i> " for the purposes of the Project.
MANUFACTURING SUPPLY CONTRACT	& The contract including all schedules attached thereto (in the form attached in the bidding documents in relation to the Project) to be entered into by and between the Procuring Agency and the successful bidder following conclusion of the international competitive bidding process and subsequently, the issuance of letter of award/award of contract.
PKR	Pakistani Rupees, the lawful currency of the Islamic Republic of Pakistan.
PROCURING AGENCY	The Punjab Masstransit Authority, a statutory body established by Government of the Punjab with the purpose of planning, construction, operation and maintenance of mass transit systems in the major cities of the Punjab.
PPRA	The Punjab Procurement Regulatory Authority, Government Of Punjab established under the PPRA Act.
PPRA ACT	The Punjab Procurement Regulatory Authority Act, 2009 ((VIII of 2009).

PROJECT	The assignment relating to procurement and supply of pure electric buses for induction of the same in the city of Rawalpindi, Punjab.
PREQUALIFICATION APPLICATION	The prequalification application, including all documents, submitted by an Applicant in response to this Prequalification Document.
PREQUALIFICATION DOCUMENT	This prequalification document issued by the Procuring Agency for the prequalification of Applicants for the Project.
PREQUALIFIED APPLICANTS	All Applicants whose Prequalification Applications have been determined to be responsive by meeting the Basic Eligibility Criteria set out under ANNEXURE A – BASIC ELIGIBILITY CRITERIA of this Prequalification Document.
PROCUREMENT RULES	The Punjab Procurement Rules, 2014 (as amended thereof).
SUBMISSION DEADLINE	The last date for submission of Prequalification Applications as specified in the Data Sheet.
SUB-SUPPLIER	A secondary entity being a company and/or manufacturer that shall provide goods or components to the Applicant as listed in FORM G – LIST OF SUB-SUPPLIERS .
TRANSPORT DEPARTMENT	The Transport Department, Government of the Punjab, Pakistan.
USD	United States Dollars, the lawful currency of the United States of America.

1. INTRODUCTION TO THE PROJECT

1.1. INTRODUCTION

- 1.1.1. Punjab, Pakistan faces severe transportation issues, including traffic congestion and environmental degradation. Rawalpindi lies in Potohar plateau, near the capital, Islamabad. The approximate population is 2.1 million inhabitants (Pakistan bureau of statistics, 2017) and spans an area of over 259 km². Having connections with the M1 and M2 highways, it is a major logistics and transportation hub for northern Pakistan. Punjab Mass Transit Authority operates Pakistan Metro Bus System (“**PMBS**”), which is a Bus Rapid Transit Corridor between Islamabad and Rawalpindi. However, apart from PMBS other, public transport vehicles operational in the city of Rawalpindi are outdated, and the Procuring Agency aims to provide safe, comfortable and efficient public transport to the residents of Rawalpindi by introducing modern buses in form of feeder services to PMBS at an affordable cost.
- 1.1.2. This initiative aims to improve environmental conditions and promote sustainable economic development in the region by way of implementing a project involving pure electric buses in Lahore, aiming towards implementation of zero-emission vehicles to the public transport sector. This initiative will serve as the groundwork for potential conversion of all public transport vehicles towards environment friendly public transport in the city/province. In alignment with this objective, the Procuring Agency intends to collaborate with an Original Equipment Manufacturer to procure pure electric buses.
- 1.1.3. For details in relation to Project background and service details, please refer to **ANNEXURE B – PROJECT INFORMATION**.

1.2. OVERVIEW OF THE PROCUREMENT PROCESS

- 1.2.1. The prequalification process being conducted pursuant to this Prequalification Document, and the subsequent Bidding Process, each in relation to the Project, shall be conducted pursuant to the Procurement Rules, read with the PPRA Act.

- **PREQUALIFICATION**

At the prequalification stage, the Applicants will submit their Prequalification Applications to demonstrate their financial and technical capabilities, competence, and resources that are relevant to the Project, taking into account the requirements specified in this Prequalification Document.

- **INTERNATIONAL COMPETITIVE BIDDING**

Only Prequalified Applicants will proceed to the Bidding Process. During the bidding stage, in accordance with rule 38(2)(a) of the Procurement Rules, the “**SINGLE-STAGE TWO ENVELOPE BIDDING PROCESS**” will be adopted. A bidder determined to be the ‘**LOWEST EVALUATED BIDDER**’ as per the requirements of the bidding documents and fulfilment of any and all codal formalities, shall be awarded the Project.

Upon conclusion of the Bidding Process and issuance of the letter of award/award of contract, the successful bidder and the Procuring Agency shall enter into the Manufacturing & Supply Contract and other agreements (if applicable) for the purposes of the Project.

- 1.2.2. During the prequalification stage, the Procuring Agency shall determine the responsiveness of the Prequalification Applications to the requirements (including the Basic Eligibility Criteria) under this Prequalification Document. The Prequalified Applicants shall be invited to participate in the Bidding Process for the Project.

1.3. INDICATIVE SCHEDULE

The indicative timelines in relation to the competitive selection process for the Project (as may be amended by the Procuring Agency in its discretion) are as follows:

ACTIVITY	DATE *
ISSUANCE OF PREQUALIFICATION DOCUMENT	21 st December, 2024
CLARIFICATION MEETING	7 th January, 2025
PREQUALIFICATION APPLICATION SUBMISSION	22ND JANUARY 24 TH FEBRUARY, 2025

** In the event of any public holiday occurring on the above-mentioned dates, the immediately succeeding Business Day will be considered as the day on which the respective milestone shall take place.*

- 1.4. The prequalified bidders shall remain shortlisted for a period of one year from the date of notification of prequalified bidders for cities under jurisdiction of PMA as per PMA Act 2015, however, PMA shall reserve to right to cancel or restart the prequalification process at any stage later. Furthermore, PMA may at any time make available the shortlisted / prequalified bidders (Say List A) for the province of Punjab to any other organization it deems appropriate, in which case such organization will have the right to proceed with the next stage of procurement of EV buses through competition among the shortlisted bidders mentioned in list A”

2. ELIGIBLE APPLICANTS

2.1. GENERAL REQUIREMENTS

- 2.1.1. The Prequalification Application shall be submitted by an Applicant.
- 2.1.2. An Applicant (and in case of a foreign entity, including its Local Authorized Dealer) shall not have a Conflict Of Interest. All Applicants (and in case of a foreign entity, including its Local Authorized Dealer) found to have a Conflict Of Interest shall be disqualified. The Procuring Agency will take appropriate actions to manage such Conflict Of Interest which may include rejecting the Prequalification Application in the event the Procuring Agency determines, in its sole discretion, that a Conflict Of Interest may affect the integrity of the prequalification process being conducted under this Prequalification Document.
- 2.1.3. An Applicant (and in case of a foreign entity, including its Local Authorized Dealer) which has been declared ineligible or has been blacklisted by any of its employers, any Federal or Provincial governmental or non-governmental department / agency in Pakistan, or any other provincial government / governments of any foreign countries or their governmental bodies and / or International Organizations (e.g. World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.) at the Submission Deadline or thereafter, shall not be considered.
- 2.1.4. In order to demonstrate their eligibility to participate in this prequalification process, the Applicants are required to submit all information / documentation required under the Basic Eligibility Criteria (as provided therein **ANNEXURE A – BASIC ELIGIBILITY CRITERIA**).
- 2.1.5. Each Applicant shall indemnify the Procuring Agency, its Affiliates and its consultants, advisors, employees, personnel or agents fully in respect of any damage, cost, penalty or expense of any kind incurred by such person arising from an Applicant's mis-representation, breach of its obligations referred to above and other obligations under this Prequalification Document.
- 2.1.6. During the prequalification process, the Applicants shall be required to provide details of the Sub-Suppliers (in accordance with **FORM G – LIST OF SUB-SUPPLIERS**) that they intend to engage for the purposes of the Project.
- 2.1.7. In case the Applicant is a foreign entity, the Applicant shall be required to provide details of its Local Authorized Dealer to be deployed in Pakistan in accordance with **FORM C – BASIC INFORMATION FORM**, along with an undertaking by the Applicant, as set out in **ANNEXURE C – UNDERTAKING**, with respect to the appointment of its Local Authorized Dealer in Pakistan.
- 2.1.8. Following prequalification and until signing of the Manufacturing & Supply Contract, any change in the Local Authorized Dealer by the Prequalified Applicant shall be subject to:
- (i) the prior written consent of the Procuring Agency; and
 - (ii) such Local Authorized Dealer (following any change) continues to fulfill the requirements under this Prequalification Document and/or the bidding documents.

3. PREQUALIFICATION DOCUMENT

3.1. COMPLETENESS OF PREQUALIFICATION DOCUMENT

- 3.1.1. The Procuring Agency shall not be responsible for the completeness of this Prequalification Document and its addenda (if any), in the event the same have not been obtained directly from the source(s) stated by the Procuring Agency in the Letter of Invitation.
- 3.1.2. The Applicant is expected to examine all instructions, forms, and terms in this Prequalification Document and to furnish all information or documentation required in this Prequalification Document.

3.2. CLARIFICATIONS OF PREQUALIFICATION DOCUMENT

- 3.2.1. The Procuring Agency shall hold a clarification meeting at **1400 hours PST on 7th January, 2025** in the Committee Room of Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, Punjab. Applicants with any queries or requests for clarifications may submit them in writing at the office of Procuring Agency as indicated in the Data Sheet, or via the email provided in the Data Sheet, on or before **6th January, 2025**, or raise them during the Clarification Meeting. The minutes of Clarification Meeting will be made public by uploading on the official website of the Procuring Agency and shall be considered as part of this Prequalification Document. All queries shall be responded to within due time, and no query shall be responded to if received after the Clarification Meeting.
- 3.2.2. The minutes of clarification meeting will be made public by uploading on the official website of the Procuring Agency and shall be considered as part of this Prequalification Document. All queries shall be responded to within due time, and no query shall be responded to if received after the clarification meeting.
- 3.2.3. In the event the Procuring Agency deems it necessary to amend this Prequalification Document as a result of a request for clarification, it shall do so following the procedure under Sub-section 3.3 (*Amendment of Prequalification Document*) of this Prequalification Document.

3.3. AMENDMENT OF PREQUALIFICATION DOCUMENT

- 3.3.1. At any time prior to the Submission Deadline, the Procuring Agency may (in its sole discretion) amend this Prequalification Document by issuing an addendum.
- 3.3.2. Any addendum issued by the Procuring Agency shall form part of this Prequalification Document and shall be published on the respective websites of the Procuring Agency, PPRA and the EPADS In relation to the publication of such addendum(s), the Procuring Agency shall follow the requirements of the Procurement Rules.
- 3.3.3. The Procuring Agency may, at its discretion, extend the Submission Deadline in accordance with Sub-Section 5.2.4, in the event it considers that as a result of issuance of any addendum(s), additional time will be required by the Applicants for preparation of their Prequalification Applications.

4. PREPARATION OF PREQUALIFICATION APPLICATIONS

4.1. PREQUALIFICATION APPLICATION COSTS

- 4.1.1. The Applicants shall bear all costs associated with the preparation and submission of their Prequalification Applications, including, without limitation, all costs and expenses relating to the preparation of responses to any clarifications sought by the Procuring Agency in accordance with Section 6.1 (*Clarification Of Prequalification Applications*). The Procuring Agency shall in **NO CASE** be responsible or liable for such costs, regardless of the conduct or outcome of the prequalification process.

4.2. LANGUAGE OF THE PREQUALIFICATION APPLICATION

- 4.2.1. The Prequalification Application, and all correspondences and documents related to the prequalification between the Applicant and the Procuring Agency shall be in the English language. In case any document/information furnished by the Applicant is in a language other than English, it will need to be accompanied by an English translation (duly notarized by a Notary Public and attested by Pakistan Embassy/Consulate and Ministry of Foreign Affairs, Pakistan in the country of origin unless the Applicant submits a Foreign Apostille Certificate in accordance with the applicable laws) of its pertinent passages for the purposes of interpretation and evaluation of the Prequalification Application by the Procuring Agency. In case of any discrepancy, the English translation shall prevail.

4.3. DOCUMENTS TO BE SUBMITTED WITH THE PREQUALIFICATION APPLICATION

- 4.3.1. The Prequalification Application shall include any and all such documents, as set out in Section 9.1 (*General Checklist*) of this Prequalification Document.

5. SUBMISSION AND OPENING OF PREQUALIFICATION APPLICATIONS

5.1. SUBMISSION OF PREQUALIFICATION APPLICATIONS

- 5.1.1. The Prequalification Applications prepared in accordance with the instructions provided herein this Prequalification Document, and accompanied by the requisite documents, shall be submitted by the Applicants electronically on EPADS (via web link: <https://punjab.eprocure.gov.pk/>) on or before **22ND JANUARY-24TH FEBRUARY, 2025** AT **1200 HOURS (PST)**
- 5.1.2. All applicants are encouraged to carefully study the e-procurement Notification No. MMD(PPRA)50-BOM/2024 dated 6th March, 2024 to successfully submit their e-applications by uploading them on EPADS. The said Notification can be downloaded from https://ppra.punjab.gov.pk/system/files/E-proc%20Regulations_0.pdf. The Procuring Agency shall not accept any Prequalification Application submitted manually; any such applications shall be deemed disqualified upon receipt. The Applicants are required to upload the Prequalification Application on the EPADS platform, and no hard copy of the Prequalification Application shall be submitted directly to the Procuring Agency.
- 5.1.3. Each Applicant shall prepare the Prequalification Application by filling out the forms comprising the Prequalification Application. After filling out the forms, all the documents should be signed & stamped by Applicant and will be uploaded on EPADS.
- 5.1.4. All appendices to the Prequalification Application are to be properly completed and signed and uploaded on EPADS.
- 5.1.5. The Prequalification Applications must be uploaded on EPADS not later than the time and date specified in the Data Sheet

5.2. DEADLINE FOR SUBMISSION

- 5.2.1. The Prequalification Applications must be received by the Procuring Agency not later than the Submission Deadline as specified in the Data Sheet. After the specified closing time, e-applications will not be accepted on the EPADS, However, in case if any e-application is submitted on the system after closing time due to some technical glitch in the EPADS, that e-application shall be declared late and rejected.
- 5.2.2. The Procuring Agency may, at its discretion, extend the Submission Deadline by issuing an addendum in accordance with Sub-section 3.3 (*Amendment of Prequalification Document*), in which case all rights and obligations of the Procuring Agency and the Applicants previously subject to the earlier Submission Deadline shall thereafter be subject to the extended Submission Deadline.
- 5.2.3. The Procuring Agency shall not consider any Prequalification Application that is submitted after the Submission Deadline. Any Prequalification Application or any document received by the Procuring Agency after the Submission Deadline shall be declared rejected.

5.3. OPENING OF PREQUALIFICATION APPLICATIONS

- 5.3.1. The Prequalification Applications will be opened on the same day as the Submission Deadline at 1200 hours (Pakistan Standard Time) at the address provided in the Data Sheet.

6. EVALUATION OF PREQUALIFICATION APPLICATIONS

6.1. CLARIFICATION OF PREQUALIFICATION APPLICATIONS

- 6.1.1. To assist in the evaluation of Prequalification Applications, the Procuring Agency may, at any stage during the course of the prequalification process, request an Applicant, in writing, for additional information or supporting documentation (in accordance with the Procurement Rules) in respect of any matter associated with the documentation submitted by the Applicant forming part of its Prequalification Application.
- 6.1.2. In the event an Applicant fails to provide clarifications for the information requested by the Procuring Agency through a clarification request (specifying a date and time of response), the Applicant's Prequalification Application shall be evaluated by the Procuring Agency based on the provided information and the same may be subject to rejection.

6.2. EVALUATION OF PREQUALIFICATION APPLICATIONS

- 6.2.1. The Procuring Agency shall use the criteria and methods set out in the Basic Eligibility Criteria (as provided therein **ANNEXURE A – BASIC ELIGIBILITY CRITERIA**) to evaluate the qualifications and competence of the Applicants. Evaluation of Prequalification Applications shall be based on a "**PASS/FAIL**" basis.
- 6.2.2. All Applicants whose Prequalification Applications have been determined to be responsive to the requirements set out under the Basic Eligibility Criteria of this Prequalification Document shall be termed as "**PREQUALIFIED**".
- 6.2.3. During the Bidding Process, the relevant bidders will be required to comply with the requirements set out in the bidding documents.

6.3. RESPONSIVENESS OF PREQUALIFICATION APPLICATIONS

- 6.3.1. The Procuring Agency may reject/fail any Prequalification Application which is not responsive to the requirements set out under the Basic Eligibility Criteria of this Prequalification Document.
- 6.3.2. The Procuring Agency reserves the right to waive or seek rectification of any minor deviations/omission in the Prequalification Applications, in the event the Procuring Agency considers that such deviations/omissions do not materially affect the capability of an Applicant to perform the works and services in relation to the Project.

6.4. NOTICE OF PREQUALIFICATION

- 6.4.1. Once the Procuring Agency has completed the evaluation of the Prequalification Applications, it shall announce the prequalification evaluation results in the form of a report by publishing it on the websites of the Procuring Agency, PPRa and EPADS and intimating the same (in writing) to all Applicants.

6.4.2. After notification of results of the prequalification, the Procuring Agency shall issue bidding documents to all the Prequalified Applicants.

6.5. ACCEPTANCE OR REJECTION OF PREQUALIFICATION APPLICATIONS

6.5.1. The Procuring Agency (in its sole discretion) reserves the right to annul the prequalification process and reject all Prequalification Applications at any time (in accordance with the Procurement Rules), without thereby incurring any liability to the Applicants.

7. OTHER CONSIDERATIONS

7.1. CONFIDENTIALITY

- 7.1.1. Any information provided by the Procuring Agency in connection with this Prequalification Document, that is conveyed to be confidential in nature by the Procuring Agency, shall be treated as such and the Applicants shall not, without the prior written consent of the Procuring Agency, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by law).

7.2. CORRUPT AND FRAUDULENT PRACTICES

- 7.2.1. The Procuring Agency will reject a Prequalification Application in the event the Procuring Agency determines that an Applicant has, directly or through an agent, engaged in Corrupt & Fraudulent Practices or other integrity violations during the prequalification process and/or shall declare such Applicant ineligible, either indefinitely or for a stated period of time, to engage with the Procuring Agency and its Affiliates.

8. DATA SHEET

8.1. DATA SHEET

8.1.1. The following specific data shall supplement the provisions in this Prequalification Document.

DATA SHEET FOR THE PROJECT		
1.	PROJECT NAME	INDUCTION OF ECO-FRIENDLY BUSES IN RAWALPINDI (Gs# 3470)
2.	ADDRESS FOR SEEKING CLARIFICATIONS ON THE PREQUALIFICATION DOCUMENT	DESIGNATION: General Manager (Operations) ADDRESS: Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore - Punjab. <i>Requests For Clarifications to be uploaded on EPADS or To Be Sent To The Following Email Addresses:</i> rizwan.aziz@pma.punjab.gov.pk
3.	DATE AND ADDRESS FOR CLARIFICATION MEETING	DATE: 1400 hours PST on 7 th January, 2025 ADDRESS: Committee Room of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore - Punjab.
4.	ADDRESS FOR OPENING OF PREQUALIFICATION APPLICATIONS	ADDRESS: Committee Room of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore - Punjab.
5.	SUBMISSION DEADLINE	22ND JANUARY 24 TH FEBRUARY, 2025 by 1200 hours (Pakistan Standard Time)
6.	OPENING OF THE PREQUALIFICATION APPLICATIONS	Thirty (30) minutes following the Submission Deadline

9. APPLICATION DOCUMENTS

9.1. GENERAL CHECKLIST

9.1.1. Applicants shall submit the following documents in relation to the Prequalification Application, as per the formats provided herein this Prequalification Document:

SR. NO.	DOCUMENT TITLE WITH DESCRIPTION	RESPONSIVE	NON-RESPONSIVE
1.	<p>Constitutive documents of the entity, which shall include:</p> <p>(A) Legal name of the firm/ company;</p> <p>(B) Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address; and</p> <p>(C) Incorporation details, including corporate charter and articles of incorporation. In the event an Applicant is an unincorporated legal entity, then the proof of that legal entity’s existence must be furnished.</p> <p>Provided that in the case of foreign applicants, certified true copies of such constitutive documents shall be submitted.</p>		
2.	<p>In the case of a local entity, a valid registration certificate from the income tax authority (i.e. the national tax number (“NTN”) certificate) and relevant sales tax authority, if applicable.</p>		
3.	<p>In the case of a local entity, tax returns filed for last three (03) (i.e. 2021, 2022 & 2023) years to be attached and relevant sales tax certificate, if applicable.</p>		
4.	<p>In the case of foreign entities, a notarized tax certificate of their country and tax returns filed for last three (03) years (i.e. 2021, 2022 & 2023).</p>		
5.	<p>An affidavit, as set out in Form D – Format Of Affidavit.</p>		
6.	<p>Details of the Applicant’s litigation history in the format attached as Form E – Litigation History.</p>		

7.	Evidence that the Applicant has experience of production of buses (CBU) seven and half meters (7.5m) and above for at least five (05) years and has produced a minimum average of seven thousand, five hundred (7,500) CBU of seven and half meters (7.5m) and above of all types and specifications over the last three (03) (i.e. 2021, 2022 & 2023) years.		
8.	Evidence that the Applicant has sold a minimum of three hundred (300) Completely Built Units (CBU) of pure electric city buses from seven and half meters (7.5m) to thirteen meters (13m) over the last four (04) years (i.e. 2020, 2021, 2022 & 2023).		
9.	Evidence that the Applicant has obtained updated ISO & TQM certifications.		
10.	Evidence that the Applicant has successfully completed at least three (03) similar projects for supply of seven and half meters (7.5m) to thirteen meter (13m) pure electric buses (CBU) with an order of minimum one hundred (100) buses (CBU) per order during the last five (05) years (i.e. 2019, 2020, 2021, 2022 & 2023); evidenced by either a completion certificate or a partial delivery certificate of not less than one hundred (100) pure electric buses (CBU).		
11.	The most recent audited financial statements of the Applicant, evidencing that its net worth is not less than USD 200,000,000/- (United States Dollar Two Hundred Million Only) (excluding any surplus on revaluation).		
12.	The most recent audited financial statements of the Applicant, evidencing that its average annual turnover is not less than USD 600,000,000/- (United States Dollar Six Hundred Million Only) (revenues only pertaining to bus production to be considered).		
13.	Form A – Prequalification Application Form.		
14.	Form B – Power Of Attorney To Authorize A Person To Sign The Documents.		
15.	Form C – Basic Information Form.		

16.	Form F – Financial Qualification Criteria.		
17.	Form G – List Of Sub-Suppliers.		
18.	For foreign applicants, an undertaking indicating the appointment of the Local Authorized Dealer in the format attached as Annexure C – Undertaking.		
19.	For foreign applicants, an authorization certificate indicating the appointment of the Local Authorized Dealer to represent the Applicant in connection with the Project.		
20.	Certificate of IP68 & IP69.		

NOTE:

- i. Applicants are required to compile their e-application in accordance with the specified document sequence outlined in the aforementioned list
- ii. Table of Contents of the e-application are to be as per the provided checklist.
- iii. Applicants are required to submit Forms and Annexures in the prescribed format only

FORM A – PREQUALIFICATION APPLICATION FORM

To:

[•]¹

THE PUNJAB MASSTRANSIT AUTHORITY.

DATED:

[•]²

[insert address]

RE: INDUCTION OF ECO-FRIENDLY BUSES IN RAWALPINDI (Gs# 3470) (the “Project”).

Dear [Sir/Madam],

With reference to the prequalification document issued on 21st December, 2024, by the **PUNJAB MASSTRANSIT AUTHORITY** (the “**Procuring Agency**”), (the “**Prequalification Document**”) in relation to the Project, we, [name of the applicant]³ hereby submit our Prequalification Application in conformity with the Prequalification Document and request to be considered for prequalification for the Project.

All capitalized terms unless defined herein shall bear the meaning as ascribed thereto in the Prequalification Document.

We, undertake and declare that:

- (a) We have examined and have no reservations to the Prequalification Document, including Addenda No(s)[•]⁴.
- (b) We fully and completely understand and accept the terms of the Prequalification Document and hereby undertake to comply with the requirements specified therein.
- (c) We, [including our Local Authorized Dealer]⁵, as per the requirements of the Prequalification Document:
 - (i) have nationalities of Eligible Countries;
 - (ii) do not have any Conflict Of Interest; and
 - (iii) have not been declared ineligible/blacklisted by any of our employers, by any Federal or Provincial governmental or non-governmental department/agency in Pakistan, [or any other provincial government/governments of any foreign countries or their governmental bodies and/or International Organizations (e.g., World Bank, Asian

¹ To be inserted by the Applicant upon submission of Prequalification Application.

² To be inserted by the Applicant upon submission of Prequalification Application.

³ To be inserted by the Applicant upon submission of Prequalification Application.

⁴ To be inserted by the Applicant upon submission of Prequalification Application.

⁵ Only relevant in case the Applicant is a foreign entity.

Development Bank, United Nations, International Monetary Fund etc.]), as at the Submission Deadline.

- (d) Neither we, nor [our Local Authorized Dealer and]⁶ any Affiliate:
- (i) are included as a debarred person pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions of April 09, 2010 (www.crossdebarment.org);
- OR
- (ii) are included on any sanctions lists promulgated by the United Nations Security Council or its Committees, or any other recognized international sanctions list,
- (e) We understand that the Procuring Agency may cancel the prequalification process at any time and that the Procuring Agency is not bound either to accept any Prequalification Application that it may receive or to invite the Prequalified Applicants to bid for the Project, without incurring any liability to the Applicants.
- (f) We agree to permit the Procuring Agency, and any persons, representatives or auditors appointed and authorized by the Procuring Agency to inspect and audit our accounts, records and other documents relating to our Prequalification Application for prequalification.
- (g) All the information submitted along with our Prequalification Application, including the enclosed forms and documents, is accurate in all respects.
- (h) We accept the right of the Procuring Agency to:
- (i) request additional information reasonably required to assess the Prequalification Application;
 - (ii) amend the procedures and requirements or make clarifications thereof; and/or
 - (iii) extend or amend the timelines as stipulated in the Prequalification Document.
- (i) All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Procuring Agency by us or on our behalf, in connection with or arising out of the Prequalification Application are true, complete and accurate in all respects.
- (j) We have made our own investigations and research and have satisfied ourselves in respect of all matters (whether actual or contingent) relating to the Prequalification Application.

[Name of Applicant]⁷ hereby designates [insert name]⁸ as its representative to receive notices in respect of the prequalification and the tender at the following address, telephone and facsimile numbers:

⁶ Only relevant in case the Applicant is a foreign entity.

⁷ To be inserted by the Applicant upon submission of Prequalification Application.

⁸ To be inserted by the Applicant upon submission of Prequalification Application.

NAME: [•]

IN THE CAPACITY OF: [•]

SIGNED: [•]

.....

(SEAL)

Duly authorized to sign the Prequalification Application for and on behalf of (*Name of Applicant*)

DATE: [•]

FORM B – POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SIGN THE DOCUMENT

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *To be executed by each Applicant authorizing the relevant attorney to sign the required documents on its behalf. In the event the Applicant is a foreign entity, to be executed by the Local Authorized Dealer authorizing the relevant attorney to sign the required documents on behalf the Applicant.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *This Power of Attorney shall be subject to a stamp duty of PKR 300/- and notarized with the Notary Public of the country of origin.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be attested/legalized by the Pakistan Embassy/Consulate and Ministry of Foreign Affairs, Pakistan and notarized in the jurisdiction where the Power of Attorney is being issued unless the Applicant submits a Foreign Apostille Certificate in accordance with the applicable laws.*

KNOW ALL MEN BY THESE PRESENTS, We, [•]⁹ (name of the entity and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. [•]¹⁰ (name), son / daughter / wife of [•]¹¹ holding [CNIC / Passport]¹² Number [•]¹³ and presently residing at [•]¹⁴, who is presently employed with [us / the Local Authorized Dealer] and holding the position of [•]¹⁵, as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the requirements of the prequalification document issued on [insert date of issuance of the prequalification document]¹⁶ (the “**Prequalification Document**”) by “**THE PUNJAB MASSTRANSIT AUTHORITY**” (the “**Procuring Agency**”) in relation to project titled “**INDUCTION OF ECO-FRIENDLY BUSES IN RAWALPINDI (Gs# 3470)**” (the “**Project**”), including but not limited to signing and submission of all documents and providing information/responses to the Procuring Agency, representing us in all

⁹ To be inserted by the Applicant upon submission of Prequalification Application.

¹⁰ To be inserted by the Applicant upon submission of Prequalification Application.

¹¹ To be inserted by the Applicant upon submission of Prequalification Application.

¹² To be inserted by the Applicant upon submission of Prequalification Application.

¹³ To be inserted by the Applicant upon submission of Prequalification Application.

¹⁴ To be inserted by the Applicant upon submission of Prequalification Application.

¹⁵ To be inserted by the Applicant upon submission of Prequalification Application.

¹⁶ To be inserted by the Applicant upon submission of Prequalification Application.

matters before the Procuring Agency, and generally dealing with the Procuring Agency in all matters in connection with our Prequalification Application for the Project.

We hereby agree to ratify all acts, deeds and things lawfully done by the Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by the Attorney shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20____.

For & On Behalf of:

(name of the entity)

By Its Duly Authorized Signatory

.....
(Signature)
(Name, Title and Address)

WITNESS NO. 1

Signature:

Name:

Address:

CNIC/Passport No.:

WITNESS NO. 2

Signature:

Name:

Address:

CNIC/Passport No.:

SIGNATURE OF ATTORNEY

[Notarized]

.....
(Signature)
(Name, Title and Address of the Attorney)

FORM C – BASIC INFORMATION FORM

1. APPLICANT’S INFORMATION:

Name: [•]

Type: (Corporation, Partnership, etc.): [•]

Incorporation No: [•]

Address Of Principal Office: [•]

Telephone Number: [•]

Fax Number: [•]

E-mail Address: [•]

Primary Areas Of Business: [•]

Shareholder Certificate (Attach Separately if applicable)

2. LOCAL AUTHORIZED DEALER’S INFORMATION¹⁷:

Name: [•]

Type: (Corporation, Partnership, etc.): [•]

Incorporation No.: [•]

Address Of Principal Office: [•]

Telephone Number: [•]

Fax Number: [•]

E-mail Address: [•]

Primary Areas Of Business: [•]

¹⁷ Only relevant in case the Applicant is a foreign entity.

FORM D – FORMAT OF AFFIDAVIT

NOTES FOR EXECUTION OF AFFIDAVIT

- *The mode of execution of the affidavit should be in accordance with the procedure, if any, laid down under Applicable Laws and the same should be under common seal affixed in accordance with the required procedure.*
- *The affidavit is to be executed on a stamp paper of PKR 300/-.*
- ~~*Also, the Applicant should submit for verification a resolution / power of attorney in favor of the person executing this affidavit for and on behalf of the Applicant.*~~
- *This affidavit shall be notarized with the notary public and certified by the Oath Commissioner.*
- *For an affidavit executed and issued overseas, the document will also have to be attested/legalized by the Pakistan Embassy/Consulate and Ministry of Foreign Affairs, Pakistan and notarized in the jurisdiction where the affidavit is being issued unless the Applicant submits a Foreign Apostille Certificate in accordance with the applicable laws.*
- *To be submitted by each Applicant.*

Please find below the form and substance of the affidavit.

AFFIDAVIT

(this “Affidavit”)

To:
[•]¹⁸,
THE PUNJAB MASSTRANSIT AUTHORITY.

DATED:
[•]¹⁹

[insert address]

With reference to the prequalification document issued on [insert date of issuance of the prequalification document], by the “PUNJAB MASSTRANSIT AUTHORITY” (the “Procuring Agency”), (the “Prequalification Document”) in relation to the project titled “INDUCTION OF ECO-FRIENDLY BUSES IN RAWALPINDI (Gs# 3470)” (the “Project”).

(1) I, [in case of company, insert name of the authorized person and its designation] of [insert name of company]²⁰ / [in case of sole proprietor, insert name of sole proprietor and its CNIC or Passport No.]²¹ of [insert name of sole proprietorship, if any]²² / [in case of partnership, insert

¹⁸ To be inserted by the Applicant upon submission of Prequalification Application.

¹⁹ To be inserted by the Applicant upon submission of Prequalification Application.

²⁰ To be inserted by the Applicant upon submission of Prequalification Application.

²¹ To be inserted by the Applicant upon submission of Prequalification Application.

²² To be inserted by the Applicant upon submission of Prequalification Application.

name of authorized person and its CNIC or Passport No.]²³ of [insert name of partnership, if any]²⁴ (the “Entity”), a [in case of company / partnership, insert nature of company / partnership (if any)]²⁵ duly organized and existing under the laws of [insert country of incorporation]²⁶ with its registered office located at [insert registered address]²⁷, do hereby solemnly affirm, declare and state that:

- (a) the Entity is not ineligible/blacklisted to participate in, submit prequalification application for, bid for or undertake any contract or project (including the Project) through any form of public tender (due to reasons, including but not limited to corrupt practices and poor performance) by any Federal or Provincial governmental or non-governmental department/agency in Pakistan, [or any other provincial government/governments of any foreign countries or their governmental bodies and/or International Organizations (e.g. World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.)] at the date of submission of this Affidavit;
- (b) neither the Entity nor [its Local Authorized Dealer and]²⁸ any of its Affiliate:
 - (i) is included as a debarred person pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions of April 09, 2010 (www.crossdebarment.org); or
 - (ii) is included on any sanction’s lists promulgated by the United Nations Security Council or its Committees, or any other recognized international sanctions list;
- (c) no action, suit, or other legal proceeding or governmental investigation is pending against the Entity (including its [Local Authorized Dealer and any]²⁹ Affiliate) or any of its respective officers, directors or employees, or that any of the foregoing has received any notice thereof, which questions the validity and execution of this Affidavit or the representations provided in this Affidavit;
- (d) the Entity (including its [Local Authorized Dealer and any]³⁰ Affiliate) has no tax liabilities or liabilities in respect of judgments awarded by any court or similar proceedings in the period of three (3) years prior to the date of this Affidavit, save in each case to the extent that it has made suitable accounting provision for such liabilities in accordance with applicable accounting regulations;
- (e) the Entity (including its [Local Authorized Dealer and any]³¹ Affiliate) has not directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the award of any contract, project or transaction;

²³ To be inserted by the Applicant upon submission of Prequalification Application.

²⁴ To be inserted by the Applicant upon submission of Prequalification Application.

²⁵ To be inserted by the Applicant upon submission of Prequalification Application.

²⁶ To be inserted by the Applicant upon submission of Prequalification Application.

²⁷ To be inserted by the Applicant upon submission of Prequalification Application.

²⁸ Only relevant in case the Applicant is a foreign entity.

²⁹ Only relevant in case the Applicant is a foreign entity.

³⁰ Only relevant in case the Applicant is a foreign entity.

³¹ Only relevant in case the Applicant is a foreign entity.

- (f) the Entity (including its [Local Authorized Dealer and any]³² Affiliate) is not in bankruptcy or liquidation proceedings or receivership, or wound up, or its affairs are not being administered by a court or a judicial officer, or its business activities have not been suspended or it is not the subject of legal proceedings of any of the foregoing and has a reasonable expectation of being able to discharge all financial liabilities as they fall due;
 - (g) the Entity (including its [Local Authorized Dealer and any]³³ Affiliate) has not failed to sign a contract with any procuring authority, including the Procuring Agency, following award;
 - (h) there is no conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect potential involvement of the Entity (including its [Local Authorized Dealer and any]³⁴ Affiliate) in the Project and to comply with the obligations set out in the Prequalification Document or with respect to the Project;
 - (i) [the Entity is legally and financially autonomous and operates under commercial law]³⁵;
 - (j) neither the Entity, nor I have concealed any information that might hinder the prequalification process being conducted for the Project, or the subsequent bidding process to be conducted for the Project.
 - (k) the Entity has read and familiarized itself with the Prequalification Document and hereby confirms that the Entity fulfils all requirements in this regard and is eligible to be considered for prequalification; and
 - (l) the evidence of meeting the basic eligibility criteria (in accordance with the Prequalification Document) and the required documentation outlined in the Prequalification Document is enclosed herewith.
- (2) That whatever stated above is true and correct to the best of my knowledge and belief and nothing has been concealed thereto.

All capitalized terms unless defined herein shall bear the meaning as ascribed thereto in the Prequalification Document.

DEPONENT

Verified on oath at _____ on this _____ day of _____, 20[•] that the contents of the above Affidavit are true and correct to the best of my knowledge and belief.

³² Only relevant in case the Applicant is a foreign entity.

³³ Only relevant in case the Applicant is a foreign entity.

³⁴ Only relevant in case the Applicant is a foreign entity.

³⁵ Only relevant for the government owned legal enterprise or institution

DEPONENT

WITNESS NO. 1

Signature:

Name:

Address:

CNIC/Passport No.:

WITNESS NO. 2

Signature:

Name:

Address:

CNIC/Passport No.:

FORM E – LITIGATION HISTORY

LITIGATION HISTORY

NO PENDING LITIGATION - A fully settled dispute or litigation is one that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Applicant have been exhausted (Affidavit to be provided).

PENDING LITIGATION - All pending litigation shall in total not represent more than [50%] of the Applicant’s net worth; any such litigation that falls under this threshold shall be treated as resolved against the Applicant.

YEAR	OUTCOME AS PERCENT OF TOTAL ASSETS	OUTCOME AS PERCENT OF TOTAL ASSET	TOTAL CONTRACT AMOUNT (USD)³⁶
[•] ³⁷	[•] ³⁸	Contract Identification: [•] ³⁹ Name Of Employer: [•] ⁴⁰ Address Of Employer: [•] ⁴¹ Matter In Dispute: [•] ⁴²	[•] ⁴³

³⁶ Note: The conversion rate applicable in respect of this Prequalification Document shall be as provided at www.xe.com

³⁷ To be inserted by the Applicant upon submission of Prequalification Application.

³⁸ To be inserted by the Applicant upon submission of Prequalification Application.

³⁹ To be inserted by the Applicant upon submission of Prequalification Application.

⁴⁰ To be inserted by the Applicant upon submission of Prequalification Application.

⁴¹ To be inserted by the Applicant upon submission of Prequalification Application.

⁴² To be inserted by the Applicant upon submission of Prequalification Application.

⁴³ To be inserted by the Applicant upon submission of Prequalification Application.

FORM F – FINANCIAL QUALIFICATION CRITERIA

In case the currency used in financial audited statements is not USD, the evaluation will be made after conversion of that currency to USD in the following manner:

- (i) The exchange rates for conversion will be sourced from xe.com.*
- (ii) For assets and liabilities, exchange rate of closing date of Balance Sheet will be used.*
- (iii) For Income Statement, the average of the exchange rates for the relevant time period will be used.*

PART I

FINANCIAL QUALIFICATION CRITERIA – NETWORTH						
	2023		2022		2021	
CURRENCY	IN CURRENCY OF THE FINANCIAL STATEMENTS [INSERT NAME OF CURRENCY] MILLION	IN USD MILLION	IN CURRENCY OF THE FINANCIAL STATEMENTS [INSERT NAME OF CURRENCY] MILLION	IN USD MILLION	IN CURRENCY OF THE FINANCIAL STATEMENTS [INSERT NAME OF CURRENCY]] MILLION	IN USD MILLION
Exchange rate (in comparison to financial statements currency)		[Financial statement currency to USD]		[Financial statement currency to USD]		[Financial statement currency to USD]
Total Assets (for three most recent full financial years)						
Total Liabilities (for three most recent full financial years)						
Revaluation Surplus (or similar entry)						
Net Worth						

PART II

FINANCIAL QUALIFICATION CRITERIA – ANNUAL TURNOVER						
	2023		2022		2021	
CURRENCY	IN CURRENCY OF THE FINANCIAL STATEMENTS [INSERT NAME OF CURRENCY] MILLION	IN USD MILLION	IN CURRENCY OF THE FINANCIAL STATEMENTS [INSERT NAME OF CURRENCY] MILLION	IN USD MILLION	IN CURRENCY OF THE FINANCIAL STATEMENTS [INSERT NAME OF CURRENCY] MILLION	IN USD MILLION
Exchange rate (in comparison to financial statements currency)		[Financial statement currency to USD]		[Financial statement currency to USD]		[Financial statement currency to USD]
Annual Turnover						
AVERAGE ANNUAL TURNOVER						

PART III

	REQUISITE HEADS	NUMBERS
1.	NATIONAL TAX NUMBER (NTN) <i>Section 2.1(a) Of Annexure A – Basic Eligibility Criteria</i> In case of a foreign entity, requisite reference no. of the tax certificate Section 2.2 of Annexure A - Basic Eligibility Criteria"	
2.	NUMBER OF BUSES (CBU) PRODUCED (7.5M AND ABOVE) <i>Section 9.1(a) Of Annexure A – Basic Eligibility Criteria</i>	
3.	NUMBER OF CBUS OF PURE ELECTRIC CITY BUSES (7.5M TO 13M) <i>Section 9.1(b) Of Annexure A – Basic Eligibility Criteria</i>	
4.	NUMBER OF SUCCESSFULLY COMPLETED SIMILAR PROJECTS (100+ PURE ELECTRIC BUSES CBU) <i>Section 9.1(d) Of Annexure A – Basic Eligibility Criteria</i>	

FORM G – LIST OF SUB-SUPPLIERS

Sr. No.	NAME OF SUB – SUPPLIER	PART/EQUIPMENT/COMPONENT
[•]	[•]	[•]
[•]	[•]	[•]

ANNEXURE A – BASIC ELIGIBILITY CRITERIA

A Prequalification Application received from an Applicant, shall only be considered if all the following information/components have been provided and the requirements herein are satisfied:

1. CONSTITUTIVE DOCUMENTS

1.1. A detailed description of the Applicant containing:

- (a) Legal name of the firm/ company;
- (b) Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address; and
- (c) Incorporation details, including corporate charter and articles of incorporation. In the event an Applicant is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.

1.2. Foreign entities participating in the prequalification process should submit certified true copies of their constitutive documents.

1.3. In case any document / information furnished by the Applicant is in a language other than English language, it will need to be accompanied by an English translation (duly notarized by Notary Public and attested by Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan in the country of origin unless the Applicant submits a Foreign Apostille Certificate in accordance with the applicable laws). In case of any discrepancy, the English translation shall prevail.

2. REGISTRATION WITH TAX AUTHORITIES

2.1. The Applicant must possess a valid registration certificate from the income tax authority (i.e. the national tax number (“NTN”) certificate) and relevant sales tax authority, if applicable. Valid NTN certificate(s) and tax returns filed for last three (03) (i.e. 2021, 2022 & 2023) years are to be attached and relevant sales tax certificate, if applicable.

2.2. Foreign entities participating in the prequalification process should submit a tax certificate of their country and tax returns filed for last three (03) years (i.e. 2021, 2022 & 2023). In case any document / information furnished is in a language other than English, it will need to be accompanied by an English translation (duly notarized by Notary Public and attested by Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan in the country of origin unless the Applicant submits a Foreign Apostille Certificate in accordance with the applicable laws). In case of any discrepancy, the English translation shall prevail.

3. AFFIDAVIT FOR GOVERNMENT OWNED LEGAL ENTITIES

3.1. In case an Applicant is a government owned legal enterprise or institution, such entity, must establish that it is legally and financially autonomous and operating under relevant law.

3.2. An Applicant that is a government owned legal enterprise or institution shall submit an affidavit as set out in **FORM D – FORMAT OF AFFIDAVIT** confirming that they are legally and financially autonomous and operating under relevant law.

3.3. In case the affidavit is issued by a foreign entity, outside Pakistan, such affidavit will have to be duly notarized by Notary Public and attested by Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan in the country of origin unless the Applicant submits a Foreign Apostille Certificate in accordance with the applicable laws.

4. NO CONFLICT OF INTEREST

4.1. An Applicant shall not have a Conflict Of Interest. An Applicant found to have a Conflict Of Interest shall be disqualified. Moreover, at the time of prequalification, an Applicant may be considered to be in a Conflict Of Interest with one or more parties if they, *inter alia*; participated as a consultant in the preparation of the design or technical / commercial / financial / legal specifications for the supplier’s obligations, that are the subject of this Bidding Process. This will result in the disqualification of all Prequalification Applications in which it is involved.

4.2. In case there is no Conflict Of Interest, the Applicant shall provide evidence in the form of an affidavit set out as **FORM D – FORMAT OF AFFIDAVIT**.

4.3. An Applicant shall not be considered to be in a Conflict Of Interest with another Applicant in the event such Applicant is the subsidiary of a common parent company or one Applicant is the parent company of the other Applicant, provided that the following conditions are satisfied:

- (a) such parent company is a sovereign state (“**Sovereign**”) or a sovereign state-owned enterprise (“**SOE**”);
- (b) the Sovereign, SOE and the relevant subsidiaries of the Sovereign and/or SOE participating in the Bidding Process conduct their business operations on an independent basis, are independent legal persons, have independent management and boards and are free from each other’s financial obligations including independent auditing and accounting; and
- (c) such Applicant has provided a legal opinion duly issued by a reputable, qualified legal counsel in its jurisdiction of incorporation confirming (i) and (ii) above.

4.4. In case the affidavit is issued by a foreign entity, outside Pakistan, such affidavit will have to be duly notarized by Notary Public and attested by Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan in the country of origin unless the Applicant submits a Foreign Apostille Certificate in accordance with the applicable laws.

5. NON-BLACKLISTING

- 5.1. Each Applicant shall provide evidence, in the form of an affidavit set out as **FORM D – FORMAT OF AFFIDAVIT**, of non-blacklisting by its employers, by any Federal or Provincial governmental or non-governmental department / agency in Pakistan, or any other provincial government / governments of any foreign countries or their governmental bodies and / or International Organizations (e.g. World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.) as at the Submission Deadline.
- 5.2. An Applicant which has been blacklisted by any of its employers/clients while providing services or performing works in Pakistan, at the Submission Deadline under this Prequalification Document or thereafter, shall not be considered.
- 5.3. In case the affidavit is issued by a foreign entity, outside Pakistan, such affidavit will have to be duly notarized by Notary Public and attested by Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan in the country of origin unless the Applicant submits a Foreign Apostille Certificate in accordance with the applicable laws.

6. LITIGATION HISTORY

- 6.1. All pending litigation against the Applicant shall in total not represent more than fifty percent (50%) of the respective net worth, nor shall there be any litigation that prevents or materially impedes the Applicant from its obligations in respect of the supplier's obligations and the terms of the Manufacturing & Supply Contract.
- 6.2. The Applicants shall provide details of litigation in the format attached as **FORM E – LITIGATION HISTORY** or in case of no litigation, submit an affidavit in the format set out in **FORM D – FORMAT OF AFFIDAVIT**.
- 6.3. In case the Affidavit is issued by a foreign entity, outside Pakistan, such affidavit will have to be duly notarized by Notary Public and attested by Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan in the country of origin unless the Applicant submits a Foreign Apostille Certificate in accordance with the applicable laws.

7. ELIGIBLE COUNTRIES

- 7.1. An Applicant ((including its Affiliate) shall be incorporated in / have the nationality of an Eligible Country. An Applicant shall be deemed to have the nationality of an Eligible Country, if the Applicant (including its Affiliate) is a national of that country; or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that Eligible Country.
- 7.2. The above requirement shall apply to the determination of the nationality of an Applicant.

8. FINANCIAL SITUATION/HISTORICAL FINANCIAL PERFORMANCE

8.1. NET WORTH

- (a) Minimum net worth of an Applicant shall not be less than USD 200,000,000/- (United States Dollar Two Hundred Million Only) (excluding any surplus on revaluation) evidenced by the most recent audited financial statements.
- (b) In case the currency used in financial audited statements is not USD, the evaluation will be made after conversion of that currency to USD in the following manner:
 - (i) The exchange rates for conversion will be sourced from xe.com.
 - (ii) For assets and liabilities, exchange rate of closing date of Balance Sheet will be used.

8.2. AVERAGE ANNUAL TURNOVER

- (a) Minimum average annual turnover of an Applicant shall not be less than USD 600,000,000/- (United States Dollar Six Hundred Million Only) (revenues only pertaining to bus production to be considered) evidenced by the most recent audited financial statements.
- (b) Minimum average annual turnover shall be calculated based on total payments received by an Applicant for contracts completed or under execution in the last three (03) (i.e. 2021, 2022 & 2023) years audited financial statements.
- (c) In case the currency used in financial audited statements is not USD, the evaluation will be made after conversion of that currency to USD in the following manner:
 - (i) The exchange rates for conversion will be sourced from xe.com.
 - (ii) For income statement, the average of the exchange rates for the relevant time period will be used.

8.3. CALCULATIONS

- (a) Calculations shall be made based:
 - (i) on the relevant Applicant's audited consolidated financial statements, duly certified by an independent certified public accountant or auditor, for the three (03) most recent full financial years (2021, 2022, & 2023) for which audited financial statements are available as at the Submission Deadline; or
 - (ii) if:
 - (A) the relevant Applicant is incorporated in a jurisdiction which does not require the auditing of financial statements; and / or

- (B) such Applicant has not in fact had its financial statements audited, on such Applicant's non-audited consolidated financial statements, accompanied by a written opinion issued by an independent certified public accountant or auditor certifying the relevant Applicant's required financial information for the three (03) most recent full financial years (i.e. 2021, 2022, & 2023) for which such financial statements are available as at the Submission Deadline.

Provided that the non-audited financial statements submitted by an entity, which by Applicable Law is required to prepare audited financial statements, shall not be accepted for the purposes of evaluation.

- (b) The Applicant shall provide for itself:
 - (i) for Applicant to whom sub-section 8.3 (a)(i) of this Annexure applies, audited consolidated financial statements, including a consolidated balance sheet, income statement, statement of cash flows and accompanying notes, for the three (03) most recent full financial years (i.e. 2021, 2022, & 2023) for which such statements are available as at the Submission Deadline, duly certified by a certified public accountant or auditor; or
 - (ii) for Applicant to whom section 8.3 (a)(ii) of this Annexure applies, non-audited consolidated financial statements, including a consolidated balance sheet, income statement, statement of cash flows and accompanying notes, for the three (03) most recent full financial years (i.e. 2021, 2022, & 2023) for which such statements are available as at the Submission Deadline, accompanied by a written opinion issued by an independent certified public accountant or auditor, certifying the Applicant's Net Worth for the three (03) most recent full financial years (i.e. 2021, 2022, & 2023) for which such financial statements are available as at the Submission Deadline; and
 - (iii) a completed financial qualification criteria table in PDF format, as per **FORM F – FINANCIAL QUALIFICATION CRITERIA**.

9. EXPERIENCE

9.1. An Applicant shall have the following experience/qualifications:

- (a) Experience of production of buses (CBU) seven and half meters (7.5m) and above for at least five (05) years and having produced a minimum average of seven thousand, five hundred (7,500) CBU of seven and half meters (7.5m) and above of all types and specifications over the last three (03) (i.e. 2021, 2022 & 2023) years.
- (b) Sold a minimum of three hundred (300) Completely Built Units (CBU) of pure electric city buses from seven and half meters (7.5m) to thirteen meters (13m) over the last four (04) years (i.e. 2020, 2021, 2022 & 2023).

- (c) Obtained updated ISO (mandatory) & TQM (or its equivalent quality management system which is internationally recognized) Certifications. Evidence shall be provided
- (d) Successfully completed at least three (03) similar projects for supply of seven and half meters (7.5m) to thirteen meter (13m) pure electric buses (CBU) with an order of minimum one hundred (100) buses (CBU) per order during the last five (05) years (i.e. 2019, 2020, 2021, 2022 & 2023); ~~evidenced by either a completion certificate or a partial delivery certificate of not less than one hundred (100) pure electric buses (CBU).~~
- (e) Experience shall be evidenced by either a completion certificate or a partial delivery certificate or any other valid evidence

10. LOCAL AUTHORIZED DEALER⁴⁴

- 10.1. An Applicant, being a manufacturer of buses, shall have local affiliations/agents permanently deployed in Pakistan till completion of the term of the Manufacturing & Supply Contract. An Applicant shall delegate to the Local Authorized Dealer, in full or in part, any portion of the services only, provided however, such delegation shall not release or discharge an Applicant of any of its responsibilities or obligations under the Manufacturing & Supply Contract.

Provided that for the purposes of the Project and this Prequalification Document, a Local Authorized Dealer shall represent only one (01) foreign entity that intends to participate in the prequalification process at any given time. In the event any Local Authorized Dealer is representing two (02) or more foreign entities, such Local Authorized Dealer and foreign entities may be disqualified on the sole discretion of the Procuring Agency.

⁴⁴ Only relevant in case the Applicant is a foreign entity.

ANNEXURE B – PROJECT INFORMATION

The information contained herein is for reference purposes only. The Procuring Agency reserves the right to change any information/requirement specified herein during the bidding stage for the project:

1. BACKGROUND

The Procuring Agency is committed to providing safe, comfortable and efficient public transport services in the province of Punjab in order to ensure efficient levels of mobility. To this end, the Procuring Agency seeks to procure high quality public transport vehicles for the successful operation of these services.

2. PROCURING AGENCY'S OBJECTIVES

The Procuring Agency's objective is to procure the required vehicles to provide public transport service ensuring a quality level of service for the public. Additionally, the Procuring Agency seeks to implement the training and maintenance regimes required to manage the fleet's operation.

3. SPECIFICATIONS

The information contained herein is for reference purposes only. The Procuring Agency will provide the detailed specifications in RFP at later stage. The Procuring Agency reserves the right to change any information/requirement specified herein during any stage of this process:

CHARGING UNITS	
SLOW CHARGERS & FAST CHARGERS (QUANTITY WOULD BE PROVIDED IN RFP AT LATER STAGE)	

Sr. No.	SPECIFICATION	DETAILS
SECTION 1: SPECIFICATION COMPONENTS		
1.1	VEHICLES, COMPONENTS AND TRAINING TO BE PROVIDED	The Procuring Agency will be entering into the Agreement with the manufacturer who will have to supply the buses for the purposes of the Project.

SR. NO.	SPECIFICATION	DETAILS
1.1.1	VEHICLE FLEET SIZE	61-63 Nos. - 9 meter Pure Electric Buses. (with ± 3% tolerance)
1.1.2	INSTALLATION OF SLOW & FAST CHARGING UNITS	The manufacturer will provide slow and fast chargers compatible with the buses. The manufacturer will also install the chargers at respective depots in quantities required per depot. The civil works and connectivity establishment will be the responsibility of the Procuring Agency at the depot.
1.1.3	SPARE PARTS PACKAGE	<p>The manufacturer will be responsible to provide all replacement parts and supplies for all maintenance issues resulting from normal wear and tear as well as items requiring scheduled replacements. The Vehicle Operating Company (VOC) will also be responsible for all materials and associated costs for repair actions caused by road collisions or other unscheduled incidents.</p> <p>The supply of spare parts and supplies by the manufacturer will cover the period from the delivery of last bus to completion of first year of operations. There shall be no vehicles unavailable for services due to the lack of spare parts at the depot site.</p> <p>As a minimum, the quantity of spare parts shall be kept at hand at the depot site at all times during first year of operations. If a part or supply item is replaced, the stock at the depot site shall be replenished within 20 days.</p> <p>At the end of first year of operations, the manufacturer will also provide a final stock of spare parts and supplies at the depot facility. The quantity listed in these Technical Specifications lists the minimum spare parts that will be included in the final stock of spare parts at the depot facility.</p>

SR. NO.	SPECIFICATION	DETAILS
		<p>At the end of first year of operations, the manufacturer will also provide documentation on how the Vehicle Operating Company (VOC) will procure any future spare parts and supplies. This information will include a full list of the required spare parts and supplies along with pertinent parts order numbers, estimated lead times for delivery, and payment mechanisms and payment terms.</p>
1.1.4	MAINTENANCE TOOLS	<p>The manufacturer shall deliver one sets per depot of the specified maintenance tools, software, and diagnostic equipment required to repair, service, and maintain each type of vehicles.</p> <p>The Procuring Agency aims to stock the depot facility with an initial set of required tools that will serve the typical day-to-day requirements of vehicle repair and maintenance.</p> <p>The diagnostic software and equipment are required for evaluating the status of the vehicle and for directing depot staff to take necessary corrective maintenance and repair actions.</p> <p>As a minimum, the manufacturer shall provide the following items:</p> <ul style="list-style-type: none"> • Two set per depot of the dollies and cradles necessary for the handling of motors, transmissions and other heavy components requiring specialist handling equipment. • Two set of all tools required for the maintenance of the principal vehicle components, including all tools for standard maintenance, repair, and re-installing of vehicle components. • One set per depot of maintenance diagnostic software, with a multi-site and multi-use license.

SR. NO.	SPECIFICATION	DETAILS
		<ul style="list-style-type: none"> One set per depot of diagnostic equipment to evaluate the status of vehicle components, including diagnostic equipment for the motor unit, gearbox, system electronics, air suspension system, and wheel and axle alignment. <p>These Technical Specifications lists the minimum tools requirements to be provided by the manufacturer at the end of the Term of the Agreement. The manufacturer must also provide a list of any additional tools required to service the vehicles, and particularly the manufacturer must list any specialized tool(s) requirements.</p>
1.1.5	WARRANTY	<p>The warranty shall be provided on the chassis, body, and all vehicle components to protect against any defects in design, workmanship, equipment, or materials. With the exception of the electric storage and propulsion system (i.e. battery packs and electric motors), the warranty for all other parts and components will commence from the date of delivery of the last vehicle to second year of operations. For the battery packs the manufacturer will provide all necessary replacement for 8 years, for electric motors, the manufacturer will provide all necessary replacements for 12 years or 1.2 million kilometers of service, whichever of these two milestones are realized first and in respect of the slow and fast chargers the manufacturer will provide all necessary replacement for 8 years. The battery packs shall be replaced under this warranty whenever the battery capacity falls below 70% of its original capacity at full charge.</p> <p>The warranty will stipulate that the manufacturer is responsible for all repair and replacement costs due to the premature failure of any part or component due to defects in design, workmanship, equipment, or materials. The warranty will cover all costs associated with repairs or replacements due to the actions of the manufacturer. Among the types of</p>

SR. NO.	SPECIFICATION	DETAILS
		repairs or replacements not covered under the warranty are road collisions or other unscheduled incidents.
1.1.6	REGISTRATION, LICENSING AND HOMOLOGATION	The manufacturer will ensure all vehicles are locally registered, licensed, and homologated by the responsible authorities. While the Procuring Agency will be the named leads in officially registering and licensing the vehicles, the manufacturer shall lead the facilitation of all required processes to ensure registration, licensing, and homologation.
1.1.7	COST OF INLAND TRANSPORT AND ASSOCIATED INSURANCE TO DELIVERY POINT	<p>The manufacturer will be responsible to bear all the cost of inland transport and associated insurances while delivering all the Goods to the designated Bus Depot. Insurances procured by the manufacturer should include comprehensive insurance for terrorism, vandalism and sabotage.</p> <p>The manufacturer shall ensure that the relevant insurances shall continue to be valid for six (06) months after the delivery of the Goods to the designated Bus Depot in Rawalpindi, Punjab.</p> <p>In the event any insurance claims arise within this timeframe, appropriate compensations will be ensured in Rawalpindi, Pakistan.</p>
1.1.8	MAINTENANCE SUPERVISION	<p>The manufacturer shall provide vehicle maintenance supervision for a period of 12 months from the date of acceptance of last tranche of vehicle.</p> <p>The manufacturer shall be responsible for the maintenance supervision and all tasks/responsibilities required under it since the time first vehicle will be delivered to site, however, contractual completion time of 12 months for maintenance supervision shall start from acceptance of final tranche of vehicles. During this time period, the manufacturer will be responsible for overseeing all scheduled maintenance activities</p>

SR. NO.	SPECIFICATION	DETAILS
		<p>of the vehicles. The Vehicle Operating Company (VOC) will be providing the maintenance staff who will be advised by the manufacturer’s maintenance supervisor in carrying out the routine maintenance activities.</p> <p>The manufacturer shall ensure that sufficient maintenance is applied during the 12-months period so that at least 96% of the fleet will be operationally available at any time during system operating hours. “Operationally Available” means that the vehicles are in a functional condition that could be utilized in customer services without any restrictions while meeting all requirements in this Technical Specifications.</p> <p>The Maintenance Supervisor position will be full-time (i.e. 40 work hours per week). The maintenance supervision activities will take place at the depot site. The Maintenance Supervisor will work closely with the Procuring Agency to appropriately schedule his/her time at each depot site.</p> <p>During the period of maintenance, the manufacturer shall be responsible for supervising all scheduled maintenance activities of the vehicles. The maintenance services will include but not limited to motor, battery packs, replacement of filters, coolant, spark plugs, fuses, worn wiper blades, worn brake pads and linings or worn clutch linings, replacement of tires (if required), batteries, air conditioning.</p> <p>The manufacturer shall also provide all replacement parts for all maintenance items caused through normal wear and tear as well as scheduled replacements.</p> <p>Conversely, the Vehicle Operating Company (VOC) will be responsible for all repair actions caused by road collisions or other unscheduled incidents mentioned in next para.</p>

SR. NO.	SPECIFICATION	DETAILS
		<p>The Vehicle Operating Company (VOC) shall also be responsible for any maintenance arising out of the following;</p> <p>Repairs and adjustments required as a result of racing, overloading, negligence, modification, alteration, tampering, disconnection, improper adjustments or repairs, accident and use of add-on-parts/material.</p> <p>Cosmetic or surface corrosion from stone chips or scratches in the paint. Damage or Surface corrosion from the environment such as acid rain, air borne fall out (chemicals, tree sap, etc.), salt, hail, windstorms, lightning, floods, other acts of God and the like is not covered.</p> <p>Repairs and adjustments caused by improper maintenance not carried out, use of fluids other than the fluids specified in manufacturer’s manual.</p> <p>Normal noise, vibration, wear, tear or deterioration such as discoloration, fading, deformation or blur.</p>
1.1.9	MAINTENANCE TRAINING PROGRAM	<p>The manufacturer shall deliver a maintenance training program that will properly prepare the Vehicle Operating Company (VOC) to independently maintain its vehicle fleet after the end of the contract period of maintenance supervision by the manufacturer.</p> <p>The training program will take place at intervals over at least 200 hours of actual training sessions. These sessions will include both classroom instruction as well as hands-on repair work in the depot maintenance area. Approximately 10 persons from Vehicle Operating Company (VOC) will be trained.</p> <p>Prior to the end of the contract period, the manufacturer will also deliver a second set of training sessions. These sessions will specifically address future maintenance issues to be faced by</p>

SR. NO.	SPECIFICATION	DETAILS
		<p>the Vehicle Operating Company (VOC). In particular, this final training will focus on any potential rebuild work or battery pack replacement work that would be required. This second set of training sessions should cover at least 20 hours of training. Approximately 10 persons from Vehicle Operating Company (VOC) will be trained in this final training program.</p> <p>The schedule of the maintenance training program is:</p> <ul style="list-style-type: none"> • Completion of the first maintenance training program: Within maximum of six (6) months from Notice to Proceed. • Completion of the second and final maintenance training program: Prior to closure of contract period.
1.1.10	DRIVER TRAINING PROGRAM	<p>In order to facilitate a disciplined operation of the vehicle fleets, the manufacturer shall implement a driver training program that will instill safe and professional driving skills.</p> <p>The training course will culminate in the drivers receiving a course (competency) certificate indicating driving proficiency. The driver training program will prepare the drivers to undertake licensing exams under National law to operate large public transport vehicles.</p> <p>Approximately 100 vehicle drivers over a period of four months. Each trainee shall spend at least 8 hours in the actual road testing of a vehicle during the course of the training program.</p> <p>The selection of the drivers for the course will be the responsibility of the Vehicle Operating Company (VOC). The Procuring Agency will provide the training venue (including classrooms and driver training area preferably inside the depot facility).</p> <p>A total of 80 hours of training, both classroom and</p>

SR. NO.	SPECIFICATION	DETAILS
		<p>road testing, shall be delivered (4 hours per day for 6 weeks). Drivers will be available for training for four hours per day, five days per week during a period of at least 6 weeks.</p> <p>The course topics will include:</p> <ul style="list-style-type: none"> • Driving skills • Traffic regulations • Safety • Emergency protocols • Customer service • Public transport license testing. <p>The actual testing for a National public transport driver’s license will be the responsibility of the Procuring Agency and the Vehicle Operating Company (VOC). The manufacturer will therefore NOT be responsible for any direct testing costs, such as application fees.</p> <p>The schedule of driver training program is: Commencement of driver training program: Within maximum of six (6) months after the contract signing date.</p> <p>Completion of driver training program: Within maximum two (02) months after the commencement of driver training program.</p>
1.2	FLEET & CHARGERS DELIVERY SCHEDULE	<ul style="list-style-type: none"> • Completion of first full unit at Factory: Sixty (60) days from the date of the Effective Date. • Delivery of single batch/tranche of vehicles comprising of a full (100%) of the 9-meter vehicle quantity: Within 120 days from the date of Approval of Final Production Bus

SR. NO.	SPECIFICATION	DETAILS
		Design. <ul style="list-style-type: none"> • Delivery of Slow & Fast Chargers: The Procuring Agency may request delivery of slow and fast chargers earlier than the fleet delivery in order for the same to be installed at the depot locations.
1.3	APPROVAL PROCESS	As per the relevant provisions of the Manufacturing & Supply Contract including the approvals set out in the agreement.

SECTION 2: SPECIFICATIONS SUMMARY		
SR. NO.	CRITERIA	SPECIFICATION
1.	Make / Manufacturing	2025 or above
2.	Vehicle length	9 meters (with ± 3% tolerance)
3.	Vehicle width (not including mirrors)	2.4 meters
4.	Vehicle height (from road surface to highest point on roof) (maximum)	3.5 meters
5.	Steering	Driver compartment on right- hand side of vehicle for vehicle operation on left-hand side of Roadway. Power Steering electric assisted with height and angle adjustment.
6.	Useful life of vehicle (projected)	1.2 million km or 12 years
7.	Power on gradient (minimum)	Maintain 50 km/hr on 4% up grade and 30 km/hr on 8% upgrade when

		fully loaded.
8.	Projected maximum operating speed (maximum)	80 km/hr
9.	Propulsion system	Full Electric Bus
10.	Battery Type	Lithium-ion (LiFePO4) with protection level IP68 or IP69. Certificate of IP68 & IP69 shall be required.

For any dimensions in the table above that are not set as a specific range or described as a maximum / minimum value, then the accepted tolerance for a deviation from the given nominal value will be +/- 2%.

SECTION 3: LEGISLATION AND STANDARDS		
3.1	NATIONAL LEGISLATION AND STANDARDS	All vehicles shall comply with all national, provincial and local legislation, regulation or by-law as well as with the relevant national standards. All manufacturers are expected to be fully familiarized with the legal requirements of public transport vehicles, of the types proposed, in the given national context.

SECTION 4: INTELLIGENT TRANSPORTATION SYSTEM (ITS)

4.1	OVERVIEW OF ITS SYSTEM	<p>The ITS equipment will consist of components that will be procured and installed by the manufacturer. It includes:</p> <ul style="list-style-type: none">• Vehicle Performance Monitoring• Vehicle Weight• Vehicle Logic Unit (VLU)• Communications Unit• Driver Data Terminal (DDT)• Mobile Digital Video Recorder (MDVR)• Vehicle WiFi system• UHF/VHF/Wifi Communication System• External Variable Messaging Display• Internal Variable Messaging Display / Passenger information system• Internal Infotainment Display• Audio System• Driver Display Unit And On-Board CCTV Cameras• Driver Panic Alarm• USB ports• Driver Console• Fare Validator• Automated Vehicle Location System (AVLS)
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		<ul style="list-style-type: none">• UHF/VHF/Wifi Communication System <p>The aforementioned ITS equipment will be fitted and installed by the manufacturer.</p>
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ANNEXURE C – UNDERTAKING⁴⁵

NOTES FOR EXECUTION OF UNDERTAKING

- *The mode of execution of the undertaking should be in accordance with the procedure, if any, laid down under applicable laws and the same should be under common seal affixed in accordance with the required procedure.*
- ~~*Also, the Applicant should submit for verification a resolution / power of attorney in favor of the person executing this undertaking for and on behalf of the Applicant.*~~
- *This undertaking shall be notarized with the notary public and certified by the Oath Commissioner.*
- *Considering that the undertaking shall be executed and issued overseas, the document will also have to be attested/legalized by the Pakistan Embassy/Consulate and Ministry of Foreign Affairs, Pakistan and notarized in the jurisdiction where the undertaking is being issued unless the Applicant submits a Foreign Apostille Certificate in accordance with the applicable laws.*
- *To be submitted by each Applicant in case the same is a foreign entity.*

UNDERTAKING

[to be printed on stamp paper]

To:
[•],
THE PUNJAB MASSTRANSIT AUTHORITY.

DATED:
[•]

[insert address]

We, *[insert name of Applicant]* a company incorporated under the laws of *[insert country of origin]*, with its registered office located at *[insert details]* and holding registration No. *[insert details]* (the “**Applicant**”) do hereby solemnly represent, declare and covenant that, as of the date of this undertaking (this “**Undertaking**”), the Applicant:

- (a) has appointed *[insert name of Local Authorized Dealer]* a company incorporated under the laws of the Islamic Republic Of Pakistan, with its registered office located at *[insert details]* as its local authorized dealer in Pakistan (the “**Local Authorized Dealer**”) to be permanently deployed for the duration of the manufacturing & supply contract(s) (unless terminated earlier in accordance with terms thereof) and such Local Authorized Dealer may not be replaced nor its appointment revoked by the Applicant;

⁴⁵ Only relevant in case the Applicant is a foreign entity.

- (b) has successfully issued the authorization certificate (issued by a legally authorized officer of the Applicant), designating the Local Authorized Dealer to act on behalf of the Applicant for the purposes of the Project;
- (c) shall delegate to the Local Authorized Dealer, in full or in part, any portion of the services under the manufacturing & supply contract(s) and the Local Authorized Dealer shall be entitled to receive (on behalf of the Applicant) the supply price for services in “*Pakistani Rupees*” in its bank account in Pakistan in full and final settlement of all moneys due to the Applicant in respect of the services under or in connection with the manufacturing & supply contract(s);
- (d) shall be responsible for observance by the Local Authorized Dealer of (as may be applicable or necessary) all the provisions of the manufacturing & supply contract(s) and the Applicant shall be responsible for the acts or defaults of the Local Authorized Dealer as fully as if they were the acts or defaults of the Applicant and any delegation to the Local Authorized Dealer of any portion of the services shall not release or discharge the Applicant of any of its responsibilities or obligations under each of the manufacturing & supply contract(s); and
- (e) shall not, following prequalification and until signing of the manufacturing & supply contract, make any change in the Local Authorized Dealer:
 - (i) without the prior written consent of the Procuring Agency; and
 - (ii) unless such Local Authorized Dealer (following any change) continues to fulfill the requirements under the prequalification document and/or the bidding documents.

IN WITNESS WHEREOF, we have signed this undertaking at [•] on this _____ day of _____ 20[•].

NAME: [•]

IN THE CAPACITY OF: [•]

SIGNED: [•]

.....

(SEAL)

Duly authorized to sign the undertaking for and on behalf of (*Name of Applicant*)

DATE: [•]

WITNESS NO. 1

WITNESS NO. 2

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

Seal:

Seal:

CNIC/Passport No.:

CNIC/Passport No.: