

Schedule 1:
(Eligibility criteria pursuant to regulations 3(2))

**ELIGIBILITY CRITERIA FOR CERTIFICATION/ PRE-QUALIFICATION OF VENDORS/
SUPPLY/SERVICE COMPANIES**

The vendors/service providers/firms/ joint ventures (having capacity to deliver the complete package of services including survey, design, supply of equipment/ materials, installation & commissioning and post installation back up support viz-a-viz operation & maintenance services for complete system) with the following strength/ background would be eligible for prequalification, which will be renewed every year based on satisfactory performance:

- i. Must have an office in Pakistan and have/ willing to establish at least one (1) sub-office/ dealership/ after sales service center in the region of the DISCO where it intends to do business;
- ii. Must be registered with PEC in appropriate category relevant to the value of the Works and with Specialization codes like 1210 (Renewable energy sources and Systems), 1220 (Energy Planning conservation and development);
- iii. Must be registered with Income Tax and Sales Tax Departments (Attach NTN & STN Registration Certificates supported by active NTN& STN);
- iv. Must have local presence (in case of foreign firm). Proof of meaningful partnership with a local PEC registered consulting firm (s) will be required in the shape of JV agreement;
- v. Must be in solar business for last three years;
- vi. Must have experience of completing solar systems (on-grid or off-grid) preferably installation of at least 10 solar powered systems during last three (03) years (Attach following documents to justify the experience claim):
 - (a) List of completed and on-going projects with location, components, size/scope, cost, period and share/ role (in case of Joint venture)
 - (b) List of Clients
 - (c) Type of Solar systems installed
 - (d) Any additional document to support relevant experience
- vii. Must possess inventory of solar equipment as per standards & specifications approved by NEPRA and AEDB;
- viii. Must have minimum average annual turnover of Rs. 3 million (Attach acceptable document like audited financial statements, tax declaration/ returns etc.);
- ix. Must provide affidavit confirming that (a) applicant vendor/service provider/firm/ joint venture have never been blacklisted by any government department. (if ever black listed, then provide the case history, current status of the firm regarding this decision) (b) all the information provided by the applicant firm/ joint venture are correct (c) the firm will provide compatible solar equipment as per approved standards & specifications and (d) the firm will deploy staff as per project requirement;

- x. Must attach an unconditional bank guarantee in favour of AEDB amounting to Rs. 1000,000/- (1 Million Only) as per format provided by AEDB;
- xi. The shortlisted applicant(s) will have to submit the fees for initial registration and annual renewal as specified in schedule 8 :
- xii. Certification of a vendor/service provider/firm/ joint venture shall be cancelled/ revoked by NEPRA on violation of NEPRA (Alternative and Renewable Energy) Distributed Generation and Net Metering Regulations, 2015 OR violation of AEDB quality standards, defrauding/ cheating a customer/ violation of the contract/ agreement with the customer. The bank guarantee submitted to AEDB will be encashed forthwith and the vendor/service provider/firm/ joint venture shall remain black-listed for two years.

Schedule 2:
(Documents required pursuant to regulations 3(3) and 7(1))

Part I (Documents required for initial application pursuant to regulation 3(2))

- a. Application form (available on AEDB's website)
- b. Authority letter/ board resolution along with the copy of CNIC/passport of the applicant
- c. Applicant's profile
- d. Company's certificate of incorporation or registered partnership deed (as applicable)¹
- e. Pakistan Engineering Council (PEC) registration certificate in appropriate categories relevant for renewable energy and energy planning. Specialized codes as specified by PEC for companies in solar PV / wind systems include:
 - (i) EE-11 (General electrical works & solar system)
 - (ii) ME-07 (General mechanical works & solar system)
- f. NTN registration certificate
- g. Sales tax registration certificate
- h. In case of an international firm planning to undertake projects under a joint venture with local companies, details of instruments/ agreements/ documents in this regard
- i. List of employees along with CVs of solar/wind experts (engineers and professionals) which shows sufficient relevant experience
- j. Resume of national and international trainings and certifications obtained by the applicant and/ or its employees in solar PV / wind systems (on-grid, off-grid, hybrid etc.)
- k. List of industry standard software, tools, equipment and the like owned or used by the installers
- l. Copies of audited financial reports for the lesser of three years and the period of operations of the applicant; provided that, where up to date audited financial reports are not available, then up to date management accounts duly certified by the chief executive office in case of the company or by managing partner in case of the partnership firm or any other similar designation

¹ AEDB will have a preference for the installers to be corporate entities to ensure public availability of their records and their regulation

- m. Copy of bank statements duly verified by the issuing bank for the lesser of three years and the period of operations of the applicant; provided that, where the applicant is not the company or partnership firm, then the bank statement in the name of applicant's business duly verified by the issuing bank for the same period
- n. Detail of projects executed in solar PV / wind systems (on-grid, off-grid, hybrid) as per proforma at Annex-I
- o. After sales services mechanism/ methodology and detail of after sales service team, policy for services / repairs / replacements
- p. Deposit challan non-refundable application processing fee (*please refer to AEDB's web-site for the bank details*)
- q. Details of project systems installed

Part II (Documents required for application for renewal of certificate pursuant to regulation 7(1))

- a. Renewal application form (available on AEDB's website)
- b. Authority letter/ board resolution along with the copy of CNIC/passport of the applicant
- c. Undertaking in respect of any change in company/ partnership/ JV composition or management (as applicable)
- d. Renewal of Pakistan Engineering Council (PEC) registration certificate
- e. Detail of national and international trainings and certifications obtained during last twelve months by the applicant and/ or its employees in solar PV / wind systems (on-grid, off-grid, hybrid etc.)
- f. Copies of audited financial reports for the lesser of three years and the period of operations of the applicant; provided that, where up to date audited financial reports are not available, then up to date management accounts duly certified by the chief executive office in case of the company or by managing partner in case of the partnership firm or any other similar designation
- g. Copy of bank statement for the lesser of three years and the period of operations of the applicant; provided that, where the applicant is not the company or partnership firm, then the bank statement in the name of applicant's business duly verified by the issuing bank for the same period
- h. Detail of projects executed during last twelve months in solar PV / wind systems (on-grid, off-grid, hybrid) as per proforma at Annex-I
- i. List of after sales services / repairs / replacements provided during last twelve months

j. List of new offices/ branches opened during last twelve months

Schedule 3: (Initial eligibility criteria pursuant to regulation 5(2))

Sr.	Criteria	Weight
1.	Enlistment as a firm with PEC in appropriate category relevant to the value of the works. Appropriate specialization codes include: (i) EE11 General Electrical Works & Solar System (ii) ME07 General Mechanical Works and Solar System	10
2.	Experience of solar/wind project installations	20
3.	Capabilities/experience of key personnel/ staff on payroll	10
4.	Audited financial reports/ bank statement	20
5.	After sales services period, warranty period, methodology of services/ repairs/ replacements and capabilities of after sales services team	20
6.	Software, specialized equipment and technical capabilities of the firm	5
7.	International certifications obtained as solar/wind installer	10
8.	Number of solar/wind installations which have been connected to the grid	05

The passing marks for the eligible applicant will be 70. However, the qualifying applicant shall have to secure at least 60% marks in each of the above stated criteria from Sr.1-5.

Schedule 4: (Eligibility for renewal of certificate pursuant to regulations 7(2))

Sr.	Criteria	Weight
1.	Renewal of PEC registration	10
2.	Capabilities/experience of key personnel/ staff on payroll	20
3.	After sales services / repairs / replacements provided during last twelve months	20
4.	Audited financial reports/ bank statement	20
5.	Software, specialized equipment and technical capabilities of the firm	10
6.	Number of solar/wind installations which have been connected to the grid	05
7.	Number of solar/wind installations other than grid connected	05
8.	International certifications obtained as solar/wind installer.	10

The passing marks for the eligible applicant will be 70. However, the qualifying applicant shall have to secure at least 60% marks in each of the above stated criteria from Sr.1-5.

Schedule 5: (Privileges be enjoyed by the Installer pursuant to regulation 6(3))

1. Only AEDB certified vendors/installers/service providers shall be eligible for providing services net metering connections up to 250 kW. For net metering connections above 250 kW and up to 1 MW, consumer(s) will have choice to select either AEDB certified vendor(s)/installer(s)/service provider(s) or any other suitable vendor(s)/installer(s)/service provider(s)
2. Particulars and contact details of the certified installers shall be published on AEDB's website and other print or social media with endorsement as AEDB's certified installers.
3. General public and public / private sector organizations shall be encouraged to take services from certified installers only.
4. A recommendation letter to the public sector organizations recommending the installation of wind or solar PV systems from the certified installers.
5. Customers are expected to have higher confidence in certified installers due to the key terms of the customer agreement and certification by AEDB.

Schedule 6: Customer Agreement (in pursuant to regulation 9(a))
(to be signed between DG Installer and Customer)

1. This Agreement is made on _____Day -----Month -----year ----
 -----between M/s ----- having a
 registered office at _____, registration Number----
 -----of registration with AEDB as certified installer (hereinafter called “the DG Installer”) and
 Mr. / Ms. _____.Address: _____
 _____ (hereinafter referred to as “the Customer”).

Whereas:-

- 2.1 The Customer has agreed to purchase Wind / Photovoltaic Distributed Generating (DG) system of -----KWp with -----KW grid tie inverter amounting to PKR _____
- 2.2 The DG Installer is involved in the business of designing, supply and installation of Wind / PV systems including after sale support
- 2.3 The Customer is desirous of installing Wind / Photovoltaic Distributed Generation Facility (hereinafter referred to as “the DG Facility”) at the address of _____.
- 2.4 The DG Installer is registered with Alternative Energy Development Board (AEDB), listed under the Directory of the Registered DG Installers with registration number ----- and is listed at AEDB’s website at -----.

Whereby it is agreed as follows:

3.1 The agreement includes (enter Yes or NO at appropriate column)

S#	services	Yes/No	Remarks
1	Supply and Installation DG Facility based on net metering, complete in all respect.		Does not include provisioning and installation of bi-directional energy meter
2	Consultancy services for technical design and supervision of the planned DG Facility		Technical matters only
3	Services for documentation and its processing with relevant institutions till award of Net Metering license/connection ²		
4	Maintenance services for DG Facility		On annual or other terms basis
5	Services related to bi-directional meter		May include provisioning and support in installation

² This is mandatory for connections up to 250 kW capacity. For above 250 kW, it is up to the customer’s choice

6	Any other related to net metering subject		To be decided by installer and customer independently
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- 3.2 The Customer hereby appoints the DG Installer to Supply and Install the DG Facility at the Address as stated in Clause 1 as per requirements of NEPRA (Alternative and Renewable Energy) Distributed Generation and Net Metering Regulations, 2015 ('Regulations') (SRO S.R.O 812 (1)/2015 dated 1st September 2015) as amended time to time. The DG Installer shall strictly comply with the specifications and requirements as stated in the Regulations and standards for the components of the DG Facility as given by AEDB on its website. Compliance certificate shall also be rendered by DG Facility as per **Fifth Schedule** attached.
- 3.3 The DG Installer shall be responsible to initiate and get processed application of net metering connection on behalf of the Customer from start till energization of the connection. DG Installer shall ensure that the whole process for application for Net Metering connection must be completed within 30 days of submission of application.
- 3.4 The Products and Components and services required for the DG Facility are as set out the quote which has been agreed between the two parties and are set out in the **First Schedule** attached.
- 3.4 Any changes (after signing this agreement) to the brand of the products as set out in the First Schedule have to be mutually agreed, in writing and made a part of this agreement, by both the Customer and the DG Installer. Copy of the same has also to be provided to IESCO for update of its records.
- 3.5 The DG Installer hereby agrees to provide the Customer the DG Facility performance expectancy as set out in the **Second Schedule**, attached.
- 3.6 The Customer hereby agrees to pay the DG Installer for the products (including components) and installation charges as set out in the **Third Schedule**.
- 3.7 All payments by the Customer to the DG Installer shall be in the form of cheque, bank draft (cashier's order) or electronic transfer. No payment in CASH, shall be made by the Customer to the DG Installer. All payments must be acknowledged by official receipts issued by the DG Installer.
- 3.8 The Customer and DG Installer hereby agree to abide and comply with all rules, regulations, directives and any written requirement as set out by NEPRA / IESCO / AEDB / any other relevant authority.
- 3.9 All documents in respect of NEPRA and IESCO for the DG Facility shall be executed by the Customer. However, DG Installer shall provide services in completing the documentation and processing for obtaining Net Metering Connection as per Regulations.
- 3.10 The Customer hereby agrees and covenants to allow the DG Installer, its employees and person/persons authorized by the DG Installer to enter the address of the Customer for the purpose of carrying out site survey prior to commencement of works, the supply and installation of the DG Facility and any other related services and maintenance.

- 3.11 The DG Installer agrees to provide a warranty as set out **Fourth schedule**. Minimum warranties required are as follows.
- a. Warranty, PV Modules against manufacturing defects, 10 Years.
 - b. PV Modules, standard performance warranty, 25 Years
 - c. Workmanship including locally supplied parts (Except Frames) 5 Years.
 - d. PV mounting Frames and associated parts, 25 Years
 - e. Grid tie inverters, including hybrid, 5 years
- 3.12 The DG Installer shall be responsible to the Customer on any warranty claims on components and equipment.
- 3.13 Both the Customer and the DG Installer hereby agree and covenant that they shall not, for the duration of this Agreement executed between them, terminate this Agreement without the written consent of the other party. Provided that written consent shall only be granted when the party that intends to terminate the agreement has met all its obligations under this Agreement. The Customer may terminate the agreement if the DG Installer fails to deliver satisfactory performance as per agreed schedule. Similarly DG Installer may terminate this agreement if payment schedule is not met.
- 3.14 The duration of this agreement shall start from the date of signing this Agreement and will continue for the period mentioned in warranty clauses.
- 3.15 The Schedules attached to this Agreement shall form part and parcel of this Agreement and shall be read as part of this Agreement.
- 3.16 Any date or period mentioned in this Agreement may with the written consent of the parties be extended failing which time shall be of the essence of this Agreement.
- 3.17 The provisions of this Agreement shall be binding upon the personal representatives of each of the parties being an individual.
- 3.18 Each party confirms that this Agreement sets out the entire agreement and understanding between the parties and that it supersedes all prior agreement, arrangement and understanding between them and that they are not entering into this Agreement or any arrangement contemplated or in reliance upon any representation or warranty not expressly set out in this Agreement.
- 3.19 No failure or delay by any party in exercise of any right, power or privilege under this Agreement shall operate as a waiver of it nor shall any single or partial exercise by such party of any right, power or privilege preclude any further exercise of it or the exercise of any other right or privilege.
- 3.20 No party shall have the right to assign any of the rights, liabilities or benefits set out in this Agreement without the prior written consent of the other party having been first obtained.

- 3.21 Each party shall bear its own costs, legal fees and other expenses. The stamp duty for this Agreement, if any, shall be borne by the Customer.
- 3.22 No provision of this Agreement shall be amended, modified, varied, waived or discharged otherwise than by the express written agreement of the parties to it nor may any breach of any provision of this Agreement be waived or discharged except by the written consent the other party.
- 3.23 In the event of any conflict between the provisions of this Agreement and any other document, the provision of this Agreement shall prevail.
- 3.24 All notices required to be given under this Agreement shall be in writing and shall be given or sent to the party concerned by hand or by Registered Post at the address set out in this Agreement or at such other address as the parties may so inform the other in writing.
- 3.25 This Agreement shall be deemed to be a contract made in Pakistan and shall be interpreted in all respect in accordance with Laws of Pakistan.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

SIGNED by _____, Designation -----CNIC -----
 ----- for and on behalf of _____ Registration with AEDB No.:
 (as the DG Installer) in the presence of:-

Company Stamp

Witness
 Name, _____, Designation -----,
 CNIC-----

SIGNED by _____ for and on behalf of _____
 (as the Customer) in the presence of:-

Name _____ Designation, -----

CNIC -----
 Witness

FIRST SCHEDULE TO THE CUSTOMER AGREEMENT

(Products and Components to be supplied by the DG Installer for the DG Facility):

S#	Product description	Brand	S# of Equipment	Remarks
1	PV Modules			
2	Inverter			
3	DC cables			
4	AC cables			
5	PV frames			
6	Earthing			
7	AC breakers , fuse links			
8	DC breakers and fuse links			
9	AC surge protectors			
10	DC surge protectors			
11	Residual Current detector (RCD)			
12	Bus bar			
13	Manual disconnect			
14	Any other accessories/attachments			

Pl attach a separate page if required

SECOND SCHEDULE TO THE CUSTOMER AGREEMENT

Quotation by DG installer (on company letter head and bearing company stamp) and bearing acceptance signatures, name, date and CNIC Number of the customers

THIRD SCHEDULE TO THE CUSTOMER AGREEMENT

Payment Schedule

1. Upon signing of Agreement %	-----	Amount	-----
2. Upon completion of installation, testing and commissioning %	-----	Amount	----
--			
3. On receipt of license from NEPRA %	----	Amount-----	
4. Any other term %	-----	Amount	-----
Total			100%

FOURTH SCHEDULE TO THE CUSTOMER AGREEMENT

(System and components warranties)

- a. Warranty, PV Modules against manufacturing defects, ----- Years
- b. PV Modules, standard performance warranty ----- Years
- c. Workmanship including locally supplied parts (Except Frames) ----- Years
- d. PV mounting Frames including fixing screw, nut/bolt and washers etc. ----- Years
- k.
- e. Grid tie inverters, including hybrid (On-grid/Off-Grid as one unit), ----- years
- f. Guaranteed Annual Energy Yield at given site -----KWh/Yr.:

*In case the system does not yield promised yield, installer promises to rectify till guaranteed yield is delivered

*This guarantee is subject to

- a. No tempering by any un-authorized person
- b. Regular maintenance services hired from installer.
- c. Not valid under force majeure condition, natural or man-made disasters
- d. Yield could vary + / - 10% depending upon location

FIFTH SCHEDULE TO THE CUSTOMER AGREEMENT

Certificate by Installer about compliance to standards as specified by AEDB and **Regulations** (SRO S.R.O 812 (1)/2015 dated 1st September 2015) and as amended time to time.

Certificate of Compliance with Mandatory requirements

We,----- (Name, address, contact info of installer) having been prequalified by AEDB vide reference number ----- have installed the system as per requirements of Regulations issued vide SRO 892 (I)/ 2015 dated 1st September, 2015 and all other standards of the components of the DG Facility as specified by AEDB on its website. We specifically certify the following:-

1) Compliance to quality, safety and environmental standards and technical requirements as stated in Guidelines issued by AEDB

- The design of the DG facility and its sizing complies with minimum technical requirements and specifications as provided in the guidelines issued by AEDB
l.
- The components of the DG Facility as supplied to customer complies with the quality, safety and environment standards as specified by AEDB
m.
- The warranties given to the customer for components of DG Facility complies with the requirements as specified by AEDB
n.
- The installation of the DG Facility complies with the quality and safety requirements, recommendations and precautions as give in the guidelines issued by AEDB
o.

2) Compliance to Protection Requirements Para 9 of Regulations:

- The protection and control diagrams for the interconnection of the DG Facility has been designed in accordance with the provision of Grid and Distribution codes and approved by -----(name of DISCO) prior to commissioning of proposed interconnection facilities. Reference has been derived from typical single line diagram specified at Schedule VIII of the net metering regulations.
- The distributed generator is provided with equipment including without limitation, electrical lines/circuits, transformer, switch gear, safety and protective devices. Meters to be used for interconnection shall be arranged in consultation with -----(DISCO name)
- The protective functions are equipped with automatic means to prevent reconnection of distributed generation facility with the distribution facilities of Distribution Company.
- The distributed generator is equipped with a manual lockable disconnect switch that has a visual break to isolate the distributed generator facility from distribution facilities.
- The Grid connected generator complies with Underwriter laboratories UL1741 standards and

addresses the electrical interconnection design of various forms of generating equipment IEEE 1547 2003, IEC 61215. Compliance proof or Manufacturers certificate to this effect is attached.

3) Compliance to Para 10 of Regulations: Prevention of interference.

- The DG Facility is designed to free from interference generation. Proper shielding and earthing is provided to avoid any such generation and suppression. The THD of the inverter used is -----
--(Value) which is less than permitted 3%.

4) Compliance to Para 11 of Regulations Voltage and Frequency Range:

- The maximum variation in output voltages of the inverter used----- (Value) which is less than permissible $\pm 5\%$
- The maximum variation in output frequency of the inverter used----- (Value) which is less than permissible $\pm 1\%$

5) Technical details of the inverter

The serial number of the inverter installed is ----- . Its capacity is of ----- KW and (Manufacturers, type and Make) ----- . The literature containing technical specifications of the inverter is attached

SCHEDULE 7
Activities to be undertaken by Certified Installers
(In pursuant to regulation 9(c))

Each certified installer shall:

- (a) Undertake 'solar PV systems with net metering' promotional activities for creating public awareness, such as road shows, distributing flyers, participating in exhibitions, targeting industries/ educational institutions/ businesses, independently as well as collectively for promotion of net metering all over Pakistan. If needed, also participate in the training workshops and seminars;
- (b) Coordinate and work with DISCOs, NEPRA and AEDB to expand the net metering connections portfolio at all customers' levels all over country;
- (c) Act as one stop shop and provide services to the customers to process their applications for net metering from start till the energization of net metering connections
- (d) Ensure compliance with warranties and quality/ safety standards for equipment and installation, as specified by AEDB and NEPRA;
- (e) Ensure compliance with the requirements as specified by NEPRA in its Regulations for net metering
- (f) Provide after sale services for a period of at least one year to the customer for operation and maintenance of the solar PV system/ net metering connection installed at customer(s)' facility. Ensure follow-up with customers for smooth functioning of the installed solar system/ net metering connection. Also coordinate with DISCOs for resolution of complaints regarding metering on priority;
- (g) Ensure participation in quarterly review meetings at AEDB for sharing progress, highlighting any issues faced in processing net metering applications.
- (h) Remain available for responding to the queries/observations/complaints, if any by the customer.

SCHEDULE 8
Format Of Guarantee (in pursuant to regulation 9(d))

[ON PAKISTAN STAMP PAPER]

To: The Alternative Energy Development Board

[Address]

Date of the Guarantee: [•]³

Amount of the Guarantee⁴: [PKR • (Pak Rupees •)] (hereinafter referred to as the "**Guaranteed Sum**").

Date of issuance: [•]

Validity up to: [twenty four (24) months from the date of issue of guarantee]

THIS GUARANTEE is executed at [•] on this [•] day of [•] 20• **BY:**

[*Name of the issuing Bank*] having our registered office at [•] [and branch office at •]⁵ (hereinafter referred to as the "**Guarantor**", which expression shall mean and include its successors, administrators, assigns and legal representatives, whether jointly or severally);

On the request and on behalf of [•] (hereinafter referred to as the [**"Certified Installer"**]), which expression shall mean and include [its/their] successors, executors, administrators, permitted assigns, legal representatives, whether jointly or severally);

In favour of the Alternative Energy Development Board ("**AEDB**") (hereinafter referred to as the "**Beneficiary**", which expression shall mean and include its successors, administrators and legal representatives, whether jointly or severally).

³ Dates and figures should also be mentioned in words.

⁴ The Sponsor will be required to post a Guarantee of PKR 1000,000.00 (in favor of AEDB).

⁵ Insert if issuing branch is at an address other than the registered address.

WHEREAS:

- A. The Beneficiary invited private sector companies to get them registered as Certified Installers in pursuant to SRO No. _____, dated _____. (“Regulations”);
- B. Clause 9 of the Regulations bind the Certified Installers to perform and deliver certain obligations;
- C. Upon the application of the Certified Installer, its name has been included in the list of Certified Installers subject to submission of this Guarantee.
As required by the Beneficiary in terms of the Regulations, and in consideration thereof, the Guarantor, at the request and on behalf of the Certified Installer, hereby furnishes this irrevocable, unconditional, without recourse, on demand bank guarantee (hereinafter referred to as the “**Guarantee**”) in favour of the Beneficiary in order to secure the performance of the Certified Installer’s obligations under the Regulations (hereinafter referred to as the “**Guaranteed Obligation**”).
- D. The Regulations have appointed National Electric Power Regulatory Authority (the “**Authority**”) as the arbiter to monitor performance of the Certified Installers against the Guaranteed Obligations and will inform the Beneficiary of all such events of defaults, delays, or failures in complying Guaranteed Obligations to take primitive actions.

NOW THEREFORE, this Guarantee witnesseth as under:-

- 1. In the event that the [Certified Installer/] defaults in, delays, or fails, to perform the Guaranteed Obligation, of which event the **Authority** shall be the sole arbiter, and the Beneficiary shall be the conveyor, the Guarantor shall, on the Beneficiary’s first written demand, pay to the Beneficiary the entire sum of, or any part of, the Guaranteed Sum as specified in the Beneficiary’s written demand within three (3) days of the receipt of the written demand (the “**Due Date**”). Such first written demand of the Beneficiary shall only state that the Sponsor has defaulted in, or delayed, or failed, to perform the Guaranteed Obligation stated in the written demand under and in accordance with the Regulations.
- 2. The Guarantor hereby binds itself unconditionally and irrevocably, and undertakes and guarantees to pay the Guaranteed Sum, as primary obligor and not merely as surety, on first written demand of the Beneficiary, without protest or demur and without reference, notice or recourse to the Certified Installer or any other person, and hereby expressly waives all rights to deny its obligation to the Beneficiary irrespective of any dispute, difference or disagreement between the Certified Installer, Authority and the Beneficiary or contest by any other party or person.
- 3. At any time during the validity of this Guarantee, the Beneficiary may, in pursuant to the decision of the Authority, demand payment of the entire Guaranteed Sum, or any part thereof, from the Guarantor. The decision of the Authority as communicated by the Beneficiary that the Certified Installer has defaulted, delayed, or failed in performing the Guaranteed Obligation shall be final and binding on the Guarantor, which shall not be questioned by the Guarantor in any manner whatsoever.
- 4. This Guarantee shall remain in full force and be effective for a period up to [state the date that is 24 months after the date of the Guarantee].

5. The Beneficiary may, if and when and in such manner as the Beneficiary in its sole discretion or as per the directions from the Authority deems appropriate, grant time or other indulgence to or accept or make any composition or arrangement with the Certified Installer and such acts shall not in any way whatsoever discharge the Guarantor from its obligations under this Guarantee.
6. The Guarantor's obligations as set out in this Guarantee shall be continuing obligations and shall not be modified or impaired upon the happening, from time to time, without the Guarantor's assent or otherwise, of any act or omission, or any circumstances or events which would otherwise discharge, impact or otherwise affect any of Guarantor's obligations contained in this Guarantee.
7. Demands under this Guarantee may be made from time to time in accordance with its terms. Partial payments of the Guaranteed Sum shall not discharge this Guarantee and this Guarantee shall remain in full force and effect in accordance with its terms for the difference from time to time between the aggregate total of the partial payments made and the Guaranteed Sum.
8. No delay or failure to exercise any right or remedy under this Guarantee by the Beneficiary shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or of any other right or remedy. No waiver by the Beneficiary shall be valid unless made in writing.
9. No set-off, counter claim, reduction, or diminution of any obligation that the Guarantor has or may have against the Beneficiary shall be available to it against the Beneficiary in connection with any of its obligations to the Beneficiary under this Guarantee. The Guarantor shall make all payments under this Guarantee in United States Dollars (or equivalent Pakistan Rupees calculated at the average of the National Bank of Pakistan TT & OD selling rate for United States Dollars prevalent on the business day preceding the date on which payment is made under this Guarantee) and in full, without set-off or counterclaim and free and clear of any deductions or withholdings in immediately available, freely transferable, cleared funds for value on the Due Date to the Beneficiary, provided that if the Guarantor is required to make any deduction or withholding from such payments under applicable law, it shall pay to the Beneficiary such additional amount necessary to ensure that the Beneficiary receives an amount equal to the amount which it would have received had no such deduction or withholding been made.
10. The Guarantor hereby declares and confirms that under its constitution and applicable laws and regulations, it has the necessary power and authority, and has obtained all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations it has undertaken under this Guarantee, which obligations are valid and

legally binding on and enforceable against the Guarantor under the Laws of Pakistan, and that the signatory(ies) to this Guarantee are the Guarantor's duly authorized officers.

11. This Guarantee shall be governed by the laws of Pakistan.

12. Capitalised terms not otherwise defined herein shall bear the meaning ascribed to them in the Regulations.

For and on behalf of the Guarantor:

[To be signed by the authorized signatory of the Bank,

Dated and Stamped with the Bank's Stamp]

[Also to be witnessed by two adult male witnesses, specifying in each case, the full name, National Identity Card # if any, and address]

SCHEDULE 9
(Fee) (in pursuant to regulations 5(3) and 12)

1.	Application Processing Fee (non-refundable)	Rs.5,000/-
2.	One Time Certification Fee	Rs.100,000/-
3.	Annual Renewal Fee	Rs.50,000/-