

Bidding Documents

(Single Stage-Two Envelope Bidding Procedure)

Design, Supply, Installation, Testing, Commissioning, Operation and Maintenance of Net Metering Based Solar PV System on Lease Purchase Agreement

[Name & Address of Procuring Agency]

[Tender Date]

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INVITATION TO BIDS

Invitation To Bids

For the promotion and development of indigenous renewable energy resources in the country, for improving energy mix and to arrest drain of precious foreign exchange due to import of fossil fuels, the Federal Government (GOP) has launched multiple solar power initiatives. Solarization of Public Sector Buildings through transparent competitive bidding process is one of the component of these initiatives.

Accordingly, [Name of Procuring Agency] (the “**Procuring Agency**”) invites bids for the “Design, Supply, Installation, Testing, Commissioning, Operation and Maintenance of net metering based Solar PV Systems on Lease Purchase Agreement” at its premises/building(s) from the Contractors / Firms registered with (i) Private Power and Infrastructure Board (PPIB) under AEDB (Certification) Regulations, 2021; (ii) Income Tax and Sales Tax Departments; and (iii) who are on Active Taxpayers List of the Federal Board of Revenue. The Bidder is required to bid separately for each individual building/premises. The price of the Bidding Documents in respect of each premises/building is [Rs. 5000] as per Rule 16(2) of Public Procurement Rules, 2004.

Single Stage – Two Envelope bidding process will be adopted. Bidding Documents, containing detailed terms and conditions may be downloaded from [\[website of Procuring Agency\]](#). The method of payment for purchase of Bidding Documents will be in form of a pay order or a bank draft from any scheduled bank of Pakistan in favour of “[Name of Procuring Agency]”. The bids of only those Bidders will be considered who have paid such fee.

The bids, prepared in accordance with the instructions provided in the Bidding Documents, must reach at the office of [Designation of Officer], [Name of Procuring Agency] on or before [Date of Bid Submission Deadline] at [Time of Bid Submission Deadline]. The Technical Bids will be opened on the same day at [Time of Bid Opening] in the presence of Bidders’ representatives who choose to attend at the same address. This advertisement is also available on [website of Procuring Agency] and www.ppra.org.pk.

All bids (Technical) must be accompanied by a Bid Security of [Rs. 7,000/-] per kWp. The Bid Security shall be at the Bidder’s option, either in the form of an unconditional bank guarantee or in the form of CDR/Pay Order/Demand Draft from a reputable scheduled bank in Pakistan in favor of “[Name of Procuring Agency]”.

[Name and Designation of Officer]
[Address of the Procuring Agency]
[Telephone and Email of the Officer]

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bidding Data will not be part of the Contract Agreement and will cease to have effect once the Contract Agreement is signed.)

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Procuring Agency (as defined in the Bidding Data) (also referred to as “Lessee” in the Conditions of Contract) wishes to receive bids for the Design, Supply, Installation, Testing, Commissioning, Operation and Maintenance of net metering based Solar PV Systems on Lease Purchase Agreement as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “**System**” or the “**Project**”.
- 1.2 The Successful Bidder (also referred to as “Lessor” in the Conditions of Contract) will be expected to complete the Project within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 The Successful Bidder shall be solely responsible for arrangement of all funds required for the Design, Supply, Installation, Testing, Commissioning, Operation and Maintenance of net metering based Solar PV Systems on Lease Purchase Agreement during the Term (as more specifically described in the Contract Agreement).

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders registered with:
 - i. Private Power and Infrastructure Board (the “PPIB”) under AEDB (Certification) Regulations, 2021 in the relevant Category.
 - ii. Pakistan Engineering Council (PEC) in the relevant Category.
 - iii. Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue.

IB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a Joint Venture (JV). A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

- 6.1 The bidders on their own expense and without any liability to Procuring Agency are advised to visit and examine the Site of the Project and obtain all information that may be necessary for preparing the bid and for the design and installation of the System.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Procuring Agency to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Procuring Agency, its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

- 1) Instructions to Bidders
- 2) Bidding Data
- 3) Conditions of Contract
- 4) Standard Forms & Appendices to Bid
- 5) Form of Contract Agreement
- 6) Form of Performance Security
- 7) Form of Easement Agreement
- 8) Qualification Criteria
- 9) Specifications

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Procuring Agency in writing and the Procuring Agency will promptly respond to such request (with copy to all purchasers of Bidding Documents) but no later than 5 days prior to the deadline for submission of bids.

8.2 Copies of the Procuring Agency's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

10.1 The bid and all correspondence and documents related or annexed to the bid exchanged by a bidder and the Procuring Agency shall be in the language as stipulated in the Bidding Data. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Comprising the Bid

11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other Financial Bid, containing the documents listed in Bidding Data under the heading of 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data at 11.1 A & B.

11.2 Bids submitted by a Joint Venture (JV) shall include a copy of the JV Agreement entered into by all partners. Alternatively, a letter of intent to execute a JV Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner shall be specified in such agreement. Bids submitted by a JV of two (2) or more firms shall comply with the following requirements:

- a. In case of successful bid, the form of JV Agreement shall be signed and be registered as per law so as to be legally binding on all partners within seven (7) days of the receipt of Letter of Acceptance failing which the Letter of Acceptance shall stand void and redundant.
- b. One of the joint venture partners shall be nominated as being in charge/principal who must be registered with PPIB under AEDB (Certification) Regulations 2021 and this Authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners. In case of a company submitting chain of Authority including board of resolution to this effect or any authorization required under the law shall be mandatory.
- c. The partners-in-charge shall always be duly authorized to deal with the Procuring Agency regarding all matters related with and/or incidental to the execution of the Project as per the terms and conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the JV.
- d. All partners of the JV shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract Agreement and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the JV Agreement (in case of a successful bid); and
- e. A copy of JV Agreement shall be submitted before signing of the Contract Agreement, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract Agreement and can give valid receipts on behalf of the JV, and any other information necessary to permit a full appraisal of its functioning. The JV Agreement shall be deemed part of the Contract Agreement. No amendments/modifications whatsoever in the JV Agreement shall be agreed to between the JV partners without prior written consent of the Procuring Agency.

11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidding Forms, in sufficient detail to demonstrate the adequacy of Bidders' proposal to meet the Project requirements and the completion time referred to in sub-clause 1.2 hereof.

IB.12 Bid Price

12.1 The Bidder shall be required to offer Minimum Annual Energy Yield (as defined in the Contract Agreement) and fixed amount of rentals payable quarterly (first eight contract years in advance and remaining two contract years in arrears) for ten (10) years Lease Term (as defined in the Contract Agreement). The Bidder whose bid having been found responsive to all technical design specifications with lowest evaluated Bid Price as per formula given in the Bidding Data shall be declared the Successful Bidder.

12.2 All duties, taxes and other levies payable by the Successful Bidder under the Contract Agreement, or for any other cause, shall be included in the rates and prices and the total Bid Price submitted by a bidder. After the effective date of the Contract Agreement, any additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted.

12.3 The lease rentals quoted by the bidders are subject to downward adjustment during the performance of the Contract Agreement if it is found that the System does not produce Minimum Annual Energy Yield as per terms of the Contract Agreement.

IB.13 Currencies of Bid and Payment

13.1 The lease rentals shall be quoted by the bidder in Pak rupees and paid by the Procuring Agency in the same currency.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Agency may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Demand Draft, Call Deposit Receipt or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Procuring Agency valid for a period sixty (60) days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 30 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the Successful Bidder will be returned upon the execution of the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
- a. if the bidder withdraws his bid except as provided in Clause 22;
 - b. if the bidder does not accept the correction of his minimum annual energy yield and Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - c. In case of Successful Bidder, if he fails within the specified time limit to:
 - i. furnish the required Performance Security;
 - ii. sign the Contract Agreement; or
 - iii. furnish the required JV agreement within seven (7) Days of the receipt of Letter of Acceptance.

IB.16 Alternate Proposals by Bidder

- 16.1 Should any bidder consider that he can offer any advantages to the Procuring Agency by a modification to the specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents. The technical details and financial implications involved are to be submitted in two separate sealed envelopes as to be followed in main bid proposals.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder in sole discretion of the Procuring Agency may only be considered by the Procuring Agency as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

- 17.1 The Procuring Agency may, on its own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents.

The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Procuring Agency not later than seven (7) days before the proposed pre-bid meeting.

17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.

17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract Agreement strictly in accordance with the Bidding Documents.

18.2 All appendices to Bid are to be properly completed and signed.

18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

18.4 Each bidder shall prepare the Bid by filling out the forms completely and without alterations one (1) original and one (1) copy of the documents comprising the bid and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail. Once submitted, no Bid shall be allowed to be altered except when it is permitted by the Procuring Agency for correction of errors or omissions.

18.5 The original and the copy of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initiated by the person signing the bid.

18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Agency, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract Agreement is to be sent.

18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

- a. ORIGINAL and the copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- b. The envelopes containing the ORIGINAL and copy will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.
- c. The Technical Bid should comprise of documents listed in 11.1 (A) & the Financial Bid should comprise of documents listed in 11.1 (B) which shall be placed in separate envelopes in accordance with 11.1.

- 19.2 The inner and outer envelopes shall:
- a. be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - b. bear the name and identification number of the tender as defined in the Bidding Data; and
 - c. provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Procuring Agency at the address specified no later than the time and date stipulated in the Bidding Data or such extended deadline as the Procuring Agency has duly notified in accordance with Clause IB.9.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Procuring Agency may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Procuring Agency and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

- 21.1 (a) Any bid received by the Procuring Agency after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder’s responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE

BIDDING PROCEDURE

IB.23 Bid Opening

- 23.1 The Procuring Agency will open the Technical Bids in public at the address, date and time specified in the Bidding Data in the presence of Bidders' designated representatives and anyone who choose to attend. The Price will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
- 23.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawals shall be permitted unless the corresponding withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 23.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the substitution Technical Bid and/or Substitution Financial Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Financial Bid will remain unopened in accordance with IB 23.1. No envelope shall be substituted unless the corresponding.
- 23.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and /or Financial Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, readout, and recorded in accordance with IB 23.1. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidders signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least seven (07) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices and minimum annual energy yield. Any effort by a bidder to influence the processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than five (05) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

- 25.1 The Procuring Agency may, at its discretion, ask any bidder for clarification of his bid. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids in accordance with Clause IB.28.
- 25.2 If a bidder does not provide clarifications of his Bid by the date and time set in the Procuring Agency's request for clarification, his bid may be rejected.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Procuring Agency will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria and qualification criteria under the Bidding Documents; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Project; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the bidder's obligations under

the Contract Agreement; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bids shall be considered for further evaluation.

26.3 If a bid is not substantially responsive, it will be rejected by the Procuring Agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation. The Procuring Agency may, however, seek confirmation / clarification in writing which shall be responded in writing.

IB.27 Correction of Errors

27.1 Bids determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors whereby if there is a discrepancy between the number/amount in figures and in words, the number/amount in words will govern.

27.2 The minimum annual energy yield and amount stated in the Form of Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected minimum annual energy yield and Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

28.1 The Procuring Agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.

F. AWARD OF CONTRACT

IB.29 Award

29.1 Subject to Clauses IB.30 and IB.34, the Procuring Agency will award the Project to the bidder whose bid has been determined by Procuring Agency to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to criteria provided in the Bidding Documents.

29.2 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in Bidder's or his sub-contractor's capacities, may require the Bidder or his sub-contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

IB.30 The Procuring Agency's Right to Accept any Bid and to Reject any or all Bids

30.1 Notwithstanding Clause IB.29, the Procuring Agency reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds or obligation. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

31.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the Successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall specify the amount of Quaterly Lease Rental which the Procuring Agency will pay to the Successful Bidder as per the terms and conditions of the Contract Agreement.

31.2 No Negotiation with the Successful Bidder or any other bidder shall be permitted.

31.3 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the Procuring Agency and the bidder till signing of the formal Contract Agreement.

31.4 Upon furnishing by the Successful Bidder of a Performance Security and signing of the Contract Agreement, the Procuring Agency will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

32.1 The Successful Bidder shall furnish to the Procuring Agency a Performance Security in the form provided in the Bidding Documents and the amount stipulated in the Conditions of Contract within a period of four (4) working days after the receipt of Letter of Acceptance.

32.2 Failure of the Successful Bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

33.1 Simultaneously upon receipt of acceptable Performance Security under the Conditions of Contract, the Procuring Agency shall enter into a formal Contract Agreement with the Successful Bidder.

IB.34 General Performance of the Bidders

34.1 The Procuring Agency reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Procuring Agency may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, inter alia, reject his bid and/or take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder.

IB.35 Integrity Pact

35.1 The Bidder shall sign and stamp the Integrity Pact provided at Appendix-G to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract Agreement

36.1 Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Agreement.

BIDDING DATA

BIDDING DATA

The information in this section is complementary to, amends or supplements the provisions in the provisions in the Instructions to Bidder. Whenever there is conflict, the provisions herein shall take precedence over those in the Instructions to Bidders.

| Reference to Instruction to Bidders | Bidding Data |
|-------------------------------------|--|
| IB-I 1.1 | Name & Summary of the Project “Design, Supply, Installation, Testing, Commissioning, Operation and Maintenance of net metering based Solar PV Systems on Lease Purchase Agreement” at the building of the [Name of Procuring Agency] in accordance with the terms and conditions of the Contract Agreement. |
| 1.1 | Name and Address of Procuring Agency [Name and Address of the Procuring Agency] |
| IB-10 10.1 | <u>Bid Language:</u> English |
| IB-11 | <p><u>11.1 (A)</u></p> <p>The Bidder shall submit with its Technical Bid the following documents:</p> <ul style="list-style-type: none"> (a) Letter of Technical Bid (b) Bid Security (IB.15) (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder (IB.18.5) (d) Pending litigation information that may have impact on the Bid or Bidding process (e) Proposed Construction Schedule (Appendix-A) (f) Method of Performing the Project (Appendix-B) (g) List of Sub-contractors (Appendix-C) (h) Organization Chart for Supervisory Staff (Appendix-D) (i) Past Performance, Personnel Capabilities and Financial Strength (Appendix-E) (j) Joint Venture Agreement, if applicabale (Appendix-F) (k) Integrity Pact (Appendix-G) (l) Proof of purchase of RFP (Appendix-H) (m) Copy of PPIB Certificate (Appendix-I) (n) Declaration of Beneficial Ownership (Appendix-J) (o) Affidavit of blacklisting (Appendix-K) <p><u>11.1 (B)</u></p> <p>The Bidder shall submit with its Price Bid the following documents:</p> <ul style="list-style-type: none"> (a) Letter of Financial Bid |
| IB-12 | Bid Evaluation Criteria shall be as follows: Bid Price= (Quarterly installement x 4)/ Minimum Annual Energy Yield |
| IB-14 14.1 | Bid Validity Period of Bid Validity is sixty (60) days after the date of Bid Opening. |
| IB-15 15.1 | Bid Security Amount of Bid Security is [Rs. 7,000] per kW |
| 15.2 | <u>Delete the text and substitute:</u> (a) The Bid security shall be in the form of a Pay Order, Demand Draft, CDR or a Bank Guarantee issued by a schedule Bank of Pakistan in favor of the [Name of Procuring Agency] valid for a period atleast thirty (30) days |

| | |
|---------------------------|--|
| | beyond the Bid Validity date. (b) The Bid security (Original + copies) should be submitted in a separate sealed envelope. Name of Project and name of Bidder should be clearly typed on the envelope. |
| IB-17 17.1 | <u>Pre-Bid Meeting</u> The Pre-Bid meeting if convened will be held on [Date of Pre-Bid Meeting] at [Time of Pre-Bid Meeting] at [Location of Pre-Bid Meeting]. |
| IB-19 19.2 (a) | <u>Address for the purpose of Bid submission:</u> [Procuring Agency's Address] |
| IB-20 20.1 | <u>Deadline for submission of Bids:</u> As notified in the time and date for submission at or before [Time of Bid Submission Deadline] on or before [Date of Bid Submission Deadline] (or otherwise as notified in the letter of invitation for Bids) |
| | <p>Following clauses are added in Instructions to Bidders:</p> <p>IB.37 Sufficiency of Bid Each Bidder shall be deemed to have satisfied fully, before submitting the Bid, as to all aspects of the Project, correctness and sufficiency of his Bid. Objections, excuses or claims made by the bidder after submission of his Bid to the Procuring Agency shall not be entertained.</p> <p>IB.38 Sub-Contractors A Bidder may subject to terms of the Contract Agreement appoint Sub-Contractor and the Sub-Contractor shall be subject to the same term and conditions of Contract Agreement. Overall responsibility of all Project, whether parts of it subcontracted or not, shall rest with the Bidder.</p> <p>IB.39 Taxes & Duties The Bidder shall obtain all information as to Pakistan Income Tax, Sales Tax, Salaries Tax, Professional Tax, Company Tax, Municipal Octroi, Levies and any other taxes imposed by the local bodies, export and import duties, import surcharge, iqra surcharge, etc. and necessary permits and confirm the requirements thereof at his own responsibility and include all such cost in his Bid price. The quoted rate shall also include the cost of accepting the general risks/liabilities and obligations set forth or implied in the Contract Agreement.</p> <p>IB.40 Insurance The Bidder shall estimate the amounts required to be provided for all the insurances under the Contract Agreement from insurers, and the Bid Price shall be deemed to include all such amounts.</p> |

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

Basic Terms and Conditions

1. **Lessor's Obligation:** Lessor shall design, finance, supply, install, test, commission, own, operate, maintain, lease and at the end of the Term, Transfer the System to the Lessee under and in accordance with the terms and conditions of Contract Agreement and applicable laws of Pakistan.
2. **Energy Generated by System:** Notwithstanding anything contained in Contract Agreement, during the Term, all energy generated by the System shall be in the exclusive ownership of and for use by Lessee.
3. **Lease Term:** Ten (10) Contract Years, beginning from the Commercial Operation Date (the "Term") provided however, the Lease Term may be extended pursuant to a Force Majeure event hereunder affecting Lessor.
4. **Payment Terms:** Subject to any adjustment in respect of Minimum Annual Energy Yield, the fixed lease rentals in the sum of PKR [● (insert as quoted in the bid)] under the Contract Agreement shall be paid quarterly in advance starting from Commercial Operations Date until eighth (8th) anniversary of Commercial Operations Date provided, however, starting from the ninth (9th) Contract Year of the Term, the lease rentals shall be paid quarterly in arrears in accordance with the terms and conditions of the Contract Agreement.
5. **Commitment for Payment:** [Each financial year, under the budgetary allocation from Ministry of Finance, Government of Pakistan, Lessee receives through its administrative ministry/division approximately PKR [●] under the head of electricity and other utilities charges which are disbursed to Lessee on quarterly basis. Administrative Ministry/Division of Lessee (vide its Commitment Letter which is Exhibit [●] to the Contract Agreement) has committed with Lessee that it shall continue to disburse minimum PKR [●] to Lessee on quarterly basis during each financial year, which funds shall be utilized by Lessee to pay Lease Rentals to Lessor under Lease Purchase Agreement. Based on the above assurance and commitment from Government of Pakistan, Lessee assures that it shall timely pay Lease Rentals as and when due and payable under the terms and conditions of the Contract Agreement.][NOTE: this provision will be applicable only for government departments which receive budgetary allocation from Ministry of Finance.] /

[Each financial year, under the budgetary allocation Lessee pays approximately PKR [●] under the head of electricity charges which are timely paid by Lessee to discharge its obligation towards the utility provider. The [Board of Directors/competent authority] of Lessee has approved (vide its Commitment Letter which is Exhibit [●] to the Contract Agreement) that Lessee shall continue to be allocated budget and receive payment equal or more than the quarterly Lease Rentals during the Term of the Contract Agreement. Based on the above assurance and commitment from [Board of Directors/competent authority], Lessee assures that it shall timely pay Lease Rentals as and when due and payable under the terms and conditions of the Contract Agreement.][NOTE: this provision will be applicable only for government departments which do not receive budgetary allocation from Ministry of Finance and have their own funds/revenue resources.]
6. **Transfer Obligations:** Immediately after the expiry of the Term, Lessor shall transfer and Lessee shall purchase the System alongwith all relating rights, interests, titles, licenses, warranties, permits, machinery, equipment, tools, manuals, computer programs and other applications to the Lessee against consideration of Re.1 as more specifically described in Section 9 of Exhibit 3.
7. **Minimum Annual Energy Yield:** Lessor hereby guarantees that the System subject to maximum degradation of one half percent (0.5%) per year of solar panels of the System and the terms and conditions of the Contract Agreement shall produce minimum [● kWh as quoted in

the bid] annually as shown by the inverter(s) of the System installed as per Design Specifications in Exhibit 2. In case the System fails or produces less than such Minimum Annual Energy Yield, at the end of relevant Contract Year, the amount of lease rentals shall be adjusted pro-rata and Lessee shall have right to first set-off such adjusted amount from the lease rentals due and payable in the next Contract Year, provided, however, in the tenth (10th) Contract Year, the Lessee in addition to any adjustment of previous Contract Year shall also have the right to set-off such adjustment at the end of each quarter of the tenth (10th) Contract Year, provided further, in case the System does not produce Minimum Annual Energy Yield solely due to failure or non-availability of distribution system of relevant DISCO not caused by the System or attributable to any Lessee's acts of omission or commission, the Minimum Annual Energy Yield shall be calculated as follow:

$$\text{MAEY} = (\text{AEP}) + (\text{END})$$

where

MAEY is the minimum Annual Energy Yield as guaranteed by Lessor

AEP is the actual energy produced by the System during the relevant Contract Year as shown in the Invertor of the System

END is the energy not delivered by the System solely due to failure or non-availability of distribution system calculated from the monthly average hourly generation profiles/curves of the System

- 7A. Monthly Average Hourly Generation Profiles/Curves:** Prior to the Commercial Operations Date, Lessor shall deliver to Lessee Monthly Average Hourly Generation profiles/curves providing an estimate of the energy to be produced by the System during each Contract Year which profiles/curves shall match with the Minimum Annual Energy Yield for each Contract Year guaranteed by Lessor. Lessor shall ensure installation of Invertor(s) that will record all data logging, including but not limited to, for calculation of Actual Energy Produced (AEP) and Energy not Delivered (END) by the System. Furthermore, the inverter to be installed by the Lessor must have Diesel Generator Synchronization module for seamless integration with Generator, if any.
- 8. Excess Energy:** All energy produced by the System in excess of Minimum Annual Energy Yield shall be utilized by Lessee without any further payment.
- 9. Performance Security:** Simultaneously with the execution of the Contract Agreement, in order to secure its obligations to timely install and commission the System by Commercial Operation Date, Lessor shall post an irrevocable, unconditional, without recourse on demand bank guarantee to be issued by a scheduled bank of Pakistan in form of Exhibit 6 to the Contract Agreement in the amount of Pakistan Rupees equivalent to the amount as provided in the Contract Data which guarantee shall provide for draws by Lessee in immediately available funds upon presentation on weekly basis. The Performance Security shall have validity as given in the Contract Data. In case Lessor fails or delays to install and commission the System by Commercial Operations Date, Lessee shall be entitled to encash the Performance Security equivalent to the amount as provided in the Contract Data for each day of delay (the "Liquidated Damages"); provided, however, in case Lessor delays or fails to install and commission the System within two (2) months from Commercial Operations Date, in addition to other remedies available to Lessee under the Agreement, Lessee shall be entitled to encash the Performance Security in full. The Parties agree that the amounts so encashed under the Performance Security are the Parties' reasonable and genuine estimates for the actual damages and/or losses that may reasonably be anticipated from such failures or delays in respect of such matters, and do not constitute a penalty.
- 10. Condition Satisfaction Date:** the date as provided in the Contract Data.
- 11. Commercial Operation Date:** the date as provided in the Contract Data.

12. Contract Year: A period of twelve (12) consecutive months commencing on each consecutive anniversary of the Commercial Operations Date and ending as of the end of the day preceding the next anniversary of the Commercial Operations Date, except for the first Contract Year which shall start on the Commercial Operations Date.

13. Other conditions to be complied with by the Lessor are as follows:

- (i) All works required for proper installation of the System including necessary civil works for mounting structures of solar module, shall be done by the Lessor;
- (ii) All necessary electrical wiring from existing electrical distribution box up to PCU of the System and back from PCU to distribution box shall have to be done by the Lessor including supply of all required materials. The wiring shall have to be done in concealed conduits;
- (iii) After completion of the proposed works, clearances of all temporary works/ materials shall be the sole responsibility of the Lessor and this shall be removed immediately after the requirement of such temporary work is completed;
- (iv) General aesthetics & cleanliness in regard to the installation of various systems shall have to be maintained in accordance with the aesthetics of the site;
- (v) Arrangement of proper earthing mechanism and lightening arresters shall be done at site as per the requirements of the System;
- (vi) Warrantee, Operation and Maintenance period will include rectification /replacement of all the defective and consumable components/items. However, all the non-functional parts/ materials/ items replaced during the Warrantee, Operation and Maintenance period shall be the property of the Lessor;
- (vii) Three months prior to expiry of the Term, the Lessor will conduct on-site training of the purchaser's/ user's personnel regarding assembly, start-up, operation, maintenance and repairs of the System;
- (viii) Rectification of all the defects developed in the System during Warrantee, Operation and Maintenance period shall have to be done by the Lessor promptly;
- (ix) During Warrantee, Operation and Maintenance period, the Lessor shall have to submit annual performance & functionality report based on the collected data. The Lessee will share the data with the Lessor in this regard; &
- (x) During the Warrantee, Operation and Maintenance period, Lessee will have all the rights to cross check the performance of the System. Lessee may randomly pick up its components to get them tested at accredited labs or any government approved test center. If during such tests any part is not found as per the specified technical parameters, Lessee will take the necessary action to recover the losses and to black list the Lessor and the same may be communicated to PPIB and other nodal agencies. The decision of Lessee in this regard will be final and binding on the Lessor.

CONDITIONS OF CONTRACT

General Terms and Conditions

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to the Contract Agreement as a whole and not to any particular section or subsection of the Contract Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in the Contract Agreement are strictly for convenience and shall not be considered in interpreting the Contract Agreement. The capitalized terms not otherwise defined in **Exhibit 3** of the Contract Agreement shall have meaning ascribed thereto in the Contract Agreement or other Exhibits, as the case may be.
2. **Lease of Solar Equipment:** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the System more specifically described in **Exhibit 2** to the Contract Agreement.
3. **Lease Term:** The Term shall commence from the date an Independent Engineer duly selected by the Lessee gives Lessee written certification duly copied to Lessor that the System is mechanically complete in accordance with the design specification provided in the Contract Agreement and capable of providing electric energy to the Delivery Point (the "**Commercial Operation Date**") and continue, unless earlier terminated as provided for in the Contract Agreement, until the end of the period stated in **Exhibit 1** to the Contract Agreement.
4. **Rent, Payment Terms and Taxes: Rent:** Lessee shall pay Lessor for the use of the System at the rate and intervals shown in **Exhibit 1** ("**Rent**") of the Contract Agreement.
 - a. **Quarterly Invoices:** Lessor shall invoice Lessee quarterly starting from the Commercial Operations Date, stating (i) the Rent due, (ii) any additional charges incurred by Lessee under the Contract Agreement. Lessee's obligation to timely pay amounts due under the Contract Agreement shall not be affected by the failure of Lessor to issue an invoice or any inaccuracy in any invoice.
 - b. **Taxes:** Subject to Change in Law protection under the Contract Agreement, Lessor shall be exclusively responsible to pay any and all taxes assessed including but not limited to on the lease of the System, the delivery or consumption of electric energy produced by the System or the interconnection of the System to the electric distribution system.
 - c. **Delayed Payment:** All amounts due under the Contract Agreement if not paid within fifteen (15) days of the due date, shall accrue interest at the average “ask side” Karachi Interbank Offer Rate (KIBOR) for rupee deposits plus one (01) bps.
5. **Conditions to Obligations:**
 - a. **Commencement of Construction:** Lessor's obligation to commence construction and installation of the System is conditioned on Lessor's receipt of (A) approval from relevant DISCO and or NEPRA, if required, for installation of

System and its connection with distribution system; and (B) a signed original copy of the easement agreement substantially in the form attached as **Exhibit 4** (the “**Easement Agreement**”) of the Contract Agreement.

- b. **Failure of Conditions:** If any of the conditions listed in Section 5(a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates then Lessor may terminate the Contract Agreement upon ten (10) days written notice to Lessee without liability for costs or damages or triggering a default under the Contract Agreement .

6. **Lessor’s Rights and Obligations:**

- a. **Permits and Approvals:** Lessor, with Lessee’s reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:
 - i. any zoning, land use and building permits required to construct, install and operate the System; and
 - ii. any agreements and approvals from the [relevant Distribution Company and or NEPRA] necessary in order to interconnect the System to the [relevant Distribution Company]’s electric distribution system. Lessee shall cooperate with Lessor’s reasonable requests to assist Lessor in obtaining such agreements, permits and approvals.

- b. **Standard System Repair and Maintenance:** Lessor shall construct and install the System at the Facility. During the Term, Lessor will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except that Lessee shall reimburse Lessor for the cost of any repairs or maintenance resulting from Lessee’s negligence, willful misconduct or breach of the Contract Agreement. Lessor shall not be responsible for any work done by others on any part of the System unless Lessor authorizes that work in advance in writing. Lessor shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Lessor or Lessor’s contractors. If the System requires repairs for which Lessee is responsible, Lessee shall pay Lessor for diagnosing and correcting the problem at Lessor or Lessor’s contractors’ then current standard rates. Lessor shall provide Lessee with reasonable notice prior to accessing the Facility to make standard repairs.

- c. **Suspension:** Notwithstanding anything to the contrary in the Contract Agreement, Lessor shall be entitled to suspend operation of the System for the purpose of maintaining and repairing the System and such suspension of operation shall not constitute a breach of the Contract Agreement; provided, that Lessor shall use commercially reasonable efforts to minimize any interruption in operation to the Lessee.

- d. **Use of Contractors and Subcontractors:** Lessor shall be permitted to use contractors and subcontractors to perform its obligations under the Contract Agreement, provided however, that (a) the aggregate amount of the works subcontracted shall not exceed 40% of the works as contemplated in the Contract

Agreement; and (b) such contractors and subcontractors shall be duly licensed/registered under applicable laws and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Lessor shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.

- e. **Quiet Enjoyment:** Lessor will not disturb Lessee's quiet enjoyment of the System during the Term unless a Default Event has occurred and is continuing under the Contract Agreement; provided, however, that Lessor shall have the right to access the System to perform Lessor's obligations under the Contract Agreement.

7. **Lessee's Rights and Obligations:**

- a. **License to the Premises; Facility Access Rights:** Lessee hereby grants to Lessor and to Lessor's agents, employees, contractors and assignees an irrevocable non-exclusive license running with the Premises (the "**License**") for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Lessor's obligations and enforcing all of Lessor's rights set forth in the Contract Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Lessee's electric system at the Facility, to the [IESCO/Distribution Company]'s electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Lessor shall notify Lessee prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is thirty (30) days following the date of expiration or termination of the Contract Agreement (the "**License Term**"). During the License Term, Lessee shall ensure that Lessor's rights under the License and Lessor's access to the Premises and the Facility are preserved and protected. Lessee shall not interfere with nor shall permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of the Contract Agreement by either Party.
- b. **Receipt and Use of Electricity:** Lessee shall be entitled to take delivery of all of the electric energy generated by the System during the Term. During the Term, Lessor shall be responsible for delivering to the [IESCO/relevant Distribution Company] any electric energy generated by the System that is in excess of Lessee's electric requirements at the time of delivery.
- c. **Compliance with Safety Laws and Codes:** Both parties shall ensure that all requirements of applicable safety laws or codes are adhered to in their performance under the Contract Agreement.
- d. **Maintenance of Facility:** Lessee shall, at its sole cost and expense, maintain the Facility in good condition and repair. Lessee will ensure that the Facility remains interconnected to the [IESCO/relevant Distribution Company]'s electric distribution system at all times and will not cause cessation of electric service to

the Facility from the [IESCO/relevant Distribution Company]. Lessee is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Lessee's equipment that utilizes the System's outputs. Lessee shall properly maintain in full working order all of Lessee's electric supply or generation equipment that Lessee may shut down while utilizing the System. Lessee shall promptly notify Lessor of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.

- e. **No Alteration of Facility:** Lessee shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Lessor's prior written consent. If Lessee wishes to make such alterations or repairs, Lessee shall give prior written notice to Lessor, setting forth the work to be undertaken (except for emergency repairs), and give Lessor the opportunity to advise Lessee in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Lessee shall be responsible for all damage to the System caused by Lessee or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Lessee's alterations and repairs, shall be done by Lessor or its contractors at Lessee's cost. All of Lessee's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
 - f. **Security:** Lessee shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks and risks that should have been known by Lessee. Lessee will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
 - g. **Insolation:** Lessee understands that unobstructed access to sunlight ("**Insolation**") is essential to Lessor's performance of its obligations and a material term of the Contract Agreement . Lessee shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. If Lessee becomes aware of any activity or condition that could diminish the Insolation of the System, Lessee shall notify Lessor immediately and shall cooperate with Lessor in preserving the System's existing Insolation levels.
 - h. **Data Line:** Lessee shall arrange a high speed internet data line during the Term to enable Lessor to efficiently operate and record the electric energy generated by the System.
8. **Change in Law:** "**Change in Law**" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; or (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of the Contract Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), which in the case of any of (i) or (ii), establishes requirements affecting owning, supplying,

constructing, installing, operating or maintaining the System, or other performance of the Lessor's obligations hereunder and which has a material adverse effect on the cost to Lessor of performing such obligations; provided, that a change in federal, provincial or any other tax law after the Effective Date of the Contract Agreement shall not be a Change in Law pursuant to the Contract Agreement .

If any Change in Law occurs that has a material adverse effect on the cost to Lessor of performing its obligations under the Contract Agreement, then the Parties shall, within thirty (30) days following receipt by Lessee from Lessor of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to the Contract Agreement as are reasonably necessary to preserve the economic value of the Contract Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Lessor shall have the right to terminate the Contract Agreement without further liability to either Party.

9. **Transfer and Purchase of System after Expiry of Term:** One month prior to the end of the Term, Lessor shall at its sole cost and expense, provide to Lessee a report by an independent and qualified engineer or engineering consulting firm, selected by Lessee, certifying that as of the date of the report the System is in the good condition and state of repair and maintenance and in case of any discrepancies and/or deficiencies in such condition a cost estimate of the work required to remedy such discrepancies and/or deficiencies. Lessor, at its sole cost and expense, but no later than the transfer date shall remove all such discrepancies and/or deficiencies including without limitation, deficiencies in the spare parts inventory on the Facility that would be maintained by a solar PV system of a like-type to the System in accordance with prudent utility practices for a going concern. Upon expiry of the Term, Lessor shall transfer, free of all liens and encumbrances, and Lessee shall purchase the Systems alongwith all associated rights, interests, titles, licenses, permits, machinery, equipment, tools, manuals, computer programs and other applications to Lessee against consideration of One Rupee (Re.1).

10. **Default, Remedies and Damages:**

a. **Default:**

Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the “**Defaulting Party**”, the other Party shall be deemed to be the “**Non-Defaulting Party**”, and each event of default shall be a “**Default Event**”:

- i. failure of a Party to pay any amount due and payable under the Contract Agreement, other than an amount that is subject to a good faith dispute, within thirty (30) days following receipt of written notice from the Non-Defaulting Party of such failure to pay (“**Payment Default**”);
- ii. failure of a Party to substantially perform any other material obligation under the Contract Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B)

- there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
- iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - iv. Lessee loses its rights to occupy and enjoy the Premises;
 - v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or
 - vi. Lessee prevents Lessor from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Lessee's obligations to make payments that otherwise would have been due under the Contract Agreement.

b. Remedies:

- i. Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under the Contract Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate the Contract Agreement upon fifteen (15) days prior written notice to the Defaulting Party, and (B) pursue any remedy under the Contract Agreement, at law or in equity, including an action for damages.
- ii. Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate the Contract Agreement or suspend its performance of its obligations under the Contract Agreement, upon fifteen (15) days prior written notice to the Defaulting Party, and (B) pursue any remedy under the Contract Agreement, at law or in equity, including an action for damages.
- iii. Damages Upon Termination by Default. Upon a termination of the Contract Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, following provisions shall apply:

- A. **Lessee:** If Lessee is the Defaulting Party and Lessor terminates the Contract Agreement, Lessor at the option of Lessee, will be entitled to either (i) remove all of its tangible property comprising the System from the Facility on a mutually convenient date provided excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures and receive from Lessee the

Termination Payment which shall be equal to (a) one fifth of remaining lease rentals to be paid over the Term post-termination, had the Term remained effective for the full Term and (b) any and all other amounts previously accrued under the Contract Agreement and then owed by Lessee to Lessor or (ii) (a) receive from Lessee a Termination Payment which shall be equal to cost of the System to be calculated as [Rupees One Hundred Forty Thousands (Rs. 140,000) per kW], reduced on straight line basis over the period of the Term plus one fifth of the remaining lease rentals to be paid over the Term post-termination, had the Term remained effective for the full Term and (b) any and all other amounts previously accrued under the Contract Agreement and then owed by Lessee to Lessor and simultaneously with the payment of Termination Payment by Lessee under option (ii) above, Lessor shall transfer the System alongwith all relating rights, interests, titles, licenses, warranties, permits, machinery, equipment, tools, manuals, computer programs and other applications (the “Transferable System”) to Lessee and Lessor shall not have no further rights, interest or title to the Transferable System provided, however, Lessor shall continue to be liable for all the warranties of the System as set out in Exhibit 1. The Parties agree that actual damages to Lessor in the event the Contract Agreement terminates prior to the expiration of the Term as the result of a Default Event by Lessee would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Lessor as a result of early termination of the Contract Agreement.

- B. **Lessor:** If Lessor is the Defaulting Party and Lessee terminates the Contract Agreement, Lessee shall have the option to either (i) cause Lessor to remove all tangible property comprising of System (except for mounting pads and support structures) from the Facility on the Lessor’s sole expense and cost, at mutually convenient date and upon full and complete removal of the System the Parties shall have no further rights and obligations against each other under the Contract Agreement or (ii) require Lessor to transfer to Lessee the System alongwith all relating rights, interests, titles, licenses, warranties, permits, machinery, equipment, tools, manuals, computer programs and other applications and simultaneously pay to Lessor fifty percent (50%) of the cost of the System to be calculated as Rupees One Hundred Forty Thousands (Rs. 140,000) per kW, reduced on straight line basis over the period of the Term provided however, prior to such transfer Lessor shall ensure that the System is in the good condition and state of repair and maintenance and in case of any discrepancies and/or deficiencies in such condition, Lessor, at its sole cost and expense, but no later than the transfer date shall remove all such discrepancies and/or deficiencies including without limitation, deficiencies in the spare parts inventory on the Facility that would be maintained by a solar PV system of a like-type to the System in accordance with prudent utility practices for a going concern. Upon such transfer the Parties shall have no further rights and obligations under the Contract Agreement.

11. **Representations, and Warranties and Covenants:**

- a. **General Representations and Warranties:** Each Party represents and warrants to the other the following as of the Effective Date:
- i. Such Party is duly organized, validly existing and in good standing under the laws of the Pakistan; the execution, delivery and performance by such Party of the Contract Agreement have been duly authorized; and the Contract Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver the Contract Agreement; and such Party is in compliance with all laws that relate to the Contract Agreement in all material respects.
- b. **Lessee's Representations and Warranties and Covenants:** Lessee represents and warrants to Lessor the following as of the Effective Date and covenants that throughout the Term:
- i. **License.** Lessee has title to or a leasehold or other property interest in the Premises. Lessee has the full right, power and authority to grant the License contained in Section 7(a). Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Lessee or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Lessee is bound or that affects the Facility. If Lessee does not own the Premises or Facility, Lessee has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under the Contract Agreement.
 - ii. **Accuracy of Information.** All information provided by Lessee to Lessor, as it pertains to the Facility's physical configuration, Lessee's planned use of the Facility, and Lessee's estimated electricity requirements, is accurate in all material respects.

12. **System and Facility Damage and Insurance.**

- a. **System and Facility Damage:** If the System is damaged or destroyed other than by Lessee's negligence or willful misconduct, Lessor shall promptly repair and restore the System to its pre-existing condition at its own cost and expense and or from insurance proceeds available to it pursuant to insurance coverages as required to be maintained.
- b. **Insurance Coverage:** At all times during the Term, Lessor shall maintain property insurance on the System for the replacement cost thereof.

- c. **Policy Provisions:** All insurance policies provided hereunder shall be maintained with companies publically owned and controlled insurance companies.
 - d. **Certificates:** Upon Lessee's request each Lessor shall deliver Lessee certificates of insurance evidencing the above required coverage. Lessee's receipt, review or acceptance of such certificate shall in no way limit or relieve Lessor of the duties and responsibilities to maintain insurance as set forth in the Contract Agreement .
13. **Ownership of System:** Throughout the Term, Lessor shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes, and the System shall remain the personal property of Lessor and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises.
14. **Indemnification and Limitations of Liability:**
- a. **General:** Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "Indemnified Parties"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "Liabilities") resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 11 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with the Contract Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party.
 - b. **Limitations on Liability:**
 - i. **No Consequential Damages.** Except with respect to indemnification for third party claims pursuant to this Section 14 and damages that result from the willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such.
 - ii. **Actual Damages.** Except with respect to indemnification for third party claims pursuant to Section 14 and damages that result from the willful misconduct of Lessor, Lessor's aggregate liability under the Contract Agreement arising out of or in connection with the performance or non-performance of the Contract Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Lessee under the Contract Agreement.

15. **Force Majeure:**

- a. “**Force Majeure**” means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning;
- b. Except as otherwise expressly provided to the contrary in the Contract Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under the Contract Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under the Contract Agreement shall not be excused by a Force Majeure event that solely impacts Lessee’s ability to make payment.
- d. If a Force Majeure event continues for a consecutive period of ninety (90) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate the Contract Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

16. **Assignment and Financing:**

- a. **Assignment and Sublease:** Lessee shall not sell, transfer, assign or encumber the System or any part thereof, Lessor's title or Lessee's rights under the Contract agreement. Lessee shall not, without the prior written consent of Lessor, sublet or part with possession of the System or any part thereof. Rights and obligations under the Contract Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, Lessor may, without the prior written consent of Lessee, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in the Contract Agreement and the System to any Financing Party, (ii) assign the Contract Agreement and the System to any entity through which Lessor is obtaining

financing or capital for the System. However, any assignment of Lessor's right under the Contract Agreement, shall not result in any change to Lessee's rights and obligations under the Contract Agreement. The Contract Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

- b. **Financing:** The Parties acknowledge that Lessor may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means person or persons providing construction or permanent financing to Lessor in connection with construction, ownership, operation and maintenance of the System. In connection with an assignment pursuant to Section 16, Lessee agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.

17. **Confidentiality and Publicity:**

- a. **Confidentiality:** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Lessee's business ("**Confidential Information**") to the other or, if in the course of performing under the Contract Agreement or negotiating the Contract Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Contract Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of the Contract Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information). Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information.
- b. **Permitted Disclosures:** Notwithstanding any other provision in the Contract Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of

information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

18. **Miscellaneous Provisions:**

- a. **Governing Law:** This Contract Agreement shall be governed by, and interpreted and construed in accordance with, the laws of Pakistan.
- b. **Arbitration and Attorneys' Fees:** Any dispute arising from or relating to the Contract Agreement shall be arbitrated in accordance with Arbitration Act 1940. The prevailing party in any dispute arising out of the Contract Agreement shall be entitled to reasonable attorneys' fees and costs.
- c. **Notices:** All notices under the Contract Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in the Contract Agreement at the addresses set forth in the Contract Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- d. **Survival:** Provisions of the Contract Agreement that should reasonably be considered to survive termination or expiry of the Contract Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Exhibits 1 and 2 (Design, Warranties, and Specifications), Section 11 (Representations and Warranties), Section 12 (Insurance Coverage), Section 14 (Indemnification and Limits of Liability), Section 17 (Confidentiality), Section 18 (Miscellaneous Provisions).
- e. **Contributory Negligence:** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- f. **No Partnership:** No provision of the Contract Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- g. **Full Agreement, Modification, Invalidity, Counterparts:** This Contract Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Contract Agreement may be modified only by a writing signed by both Parties. If any provision of the Contract

Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render the Contract Agreement unenforceable or invalid as a whole. This Contract Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement.

- h. No Third Party Beneficiaries:** Except for the Financing Parties permitted under Section 16, this Contract Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

Contract Data
Conditions of Contract

| Sr . # | Description | Clause Conditions of Contract | Explanation |
|---------------|----------------------------------|--------------------------------------|---|
| 1. | Amount of Performance Security | 9 (Basic Terms & Conditions) | [Fourteen Thousand rupees (Rs. 14,000/-)] per kW |
| 2. | Validity of Performance Security | 9 (Basic Terms & Conditions) | Ninety (90) days after the Commercial Operations Date |
| 3. | Liquidated Damages per day | 9 (Basic Terms & Conditions) | Amount of Performance Security/ 60 |
| 4. | Condition Satisfaction Date | 10 (Basic Terms & Conditions) | Seven (07) days from the date of signing of the Contract Agreement (the "Effective Date") |
| 5. | Commercial Operation Date | 11 (Basic Terms & Conditions) | Seventy Five (75) days from the Condition Satisfaction Date |
| 6. | Engineer's name and address | 3 (General Terms & Conditions) | To be notified later by the Lessee but not later than 15 days prior to Commercial Operations Date |

STANDARD FORMS

LETTER OF TECHNICAL BID

Date: -----

Bid Reference No: _____
(Name of Contract/Project)

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with instructions to Bidders (IB) 9;
- (b) We offer to design, finance, supply, install, test, commission, own, operate, maintain, lease and at the end of the Term, Transfer the System in conformity with the Bidding Documents;
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of [●] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the undertakings and obligations of our bid, we submit herewith a Bid security, in the amount specified in Bidding Data Sheet, which is valid at least thirty (30) days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB 16 (as applicable).
- (f) We agree to permit Procuring Agency or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB 11.1 of the Bidding Data.

Name-----

In the Capacity of-----

Signed-----

Duly authorized to sign the Bid for and on behalf of:-----

Date:-----

Address:-----

LETTER OF FINANCIAL BID

Date: _____
Bid Reference No: _____
(Name of Contract/Project)

To: _____

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with instructions to Bidders (IB) 9;
- b. The Minimum Annual Energy Yield of the proposed System and Quarterly Lease Rental are as under:

Minimum Annual Energy Yield: [●] MWh
Quarterly Lease Rental: PKR. [●]
- c. Our Bid shall be valid for a period of [●] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- d. If our Bid is accepted, we commit to obtain and post a performance security in accordance with the Bidding Documents;
- e. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract Agreement is executed in accordance with the Bidding Documents;
- f. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Project;
- g. We understand that you are not bound to accept the most advantageous bid or any other bid that you may receive;
- h. We agree to permit Procuring Agency or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB 11.1 of the Bidding Data Sheet;
- i. If awarded the contract, the person named below shall act as Bidder's representative.

Name -----
In the capacity of -----
Signed -----
Duly authorized to sign the Bid for and on behalf of -----
Date -----
Address -----

BID SECURITY **(Bank Guarantee)**

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Security Amount in Rupees. _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

_____ (hereinafter called the "Procuring Agency") in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Procuring Agency, conditioned as under:

- 1) that the Bid Security shall remain in force up to and including the date [●] days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Procuring Agency, notice of which extension(s) to the Surety is hereby waived;
- 2) that the Bid Security of unsuccessful Bidders will be returned by the Procuring Agency after expiry of its validity or upon signing of the Contract Agreement; and
- 3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such Project and furnish the required Performance Security, the entire said sum be paid immediately to the said Procuring Agency pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within [●] days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract Agreement or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Procuring Agency the said sum upon first written demand of the Procuring Agency (without cavil or argument) and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding

whether the Bidder has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Procuring Agency forthwith and without any reference to the Bidder or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

APPENDICES

Appendix-A to Bid

PROPOSED CONSTRUCTION SCHEDULE

[The Project shall be completed on or before the date stated in the Contract Data. The Bidder shall provide as Appendix-A to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Project and parts of the Project shall not exceed the time period specified in the Contract Data. Such period shall commence in accordance with the terms and conditions of the Contract Agreement.]

METHOD OF PERFORMING THE PROJECT

[The Bidder is required to submit a narrative outlining the method of performing the Project. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Project, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.
4. Quality control / Quality assurance to be adopted including procedures to be followed for carrying out all tests required under specifications.]

Appendix-C to Bid

LIST OF SUBCONTRACTORS

[Name of Bidder] intend to subcontract the following parts of the Project to subcontractors. We hereby confirm that the subcontractors named hereunder are reliable and competent to perform that part of the Project for which each is listed.

Please find enclosed the documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

| Part of Project (Give Details) | Subcontractor (With Complete Address) |
|---|--|
| 1 | 2 |
| | |

**ORGANIZATION CHART
FOR THE SUPERVISORY STAFF**

[Please insert the complete details of the supervisory staff who will monitor and ensure the quality installation and commissioning of the System in accordance with the Specifications given under the Bidding Documents.]

Appendix-E to Bid

PAST EXPERIENCE, PERSONNEL CAPABILITIES AND FINANCIAL STRENGTH

Please provide requisite documentary evidence to substantiate the past experience, personnel capabilities and financial strength of the Bidder for evaluation as per the Qualification Criteria given below.

| Sr. # | Category | Criteria | Required Documents |
|-------|--------------------|---|--|
| I. | Experience Record | On-grid Solar PV Project(s) completed in last two years (as main contractor, JV and sub-contractor) having cumulative capacity of 100kW or above, as a single project or multiple projects. | As per EXP-1 Form |
| II. | Financial Strength | Average Annual Turnover of minimum PKR 25 Million in last two years. Minimum average Net Worth of PKR 25 Million in last two years | Audited Financial Reports of last last two years |

Note:

- i. Qualification status shall be decided on Pass / Fail basis.
- ii. In case of JV, all the members shall collectively comply/qualify the Qualification requirements as specified above.

**Form EXP-1:
Details of Contracts of Similar Nature and Complexity**

| |
|---|
| <i>Name of Bidder or partner of a joint venture</i> |
|---|

Use a separate sheet for each contract.

| | |
|----|--|
| 1. | Name of Contract |
| | Country |
| 2. | Name of Employer |
| 3. | Employer Address |
| 4. | Nature of Works |
| 5. | Contract Role (Tick One) (a) Sole Contractor (b) Sub- Contractor (c) Partner in a Joint Venture |
| 6. | Capacity (kW) & Value (PKR) of the total contract. |
| 7. | Date of Award |
| 8. | Date of Completion |
| 9. | Contract Duration (Years and Months) |

Note: The Bidder shall attach documentary evidence (contract agreement / PO / completion certificate or any other document) to substantiate the above facts/data.

Appendix-F to Bid

JOINT VENTURE AGREEMENT

[Please provide certified true copy of Joint Venture (JV) Agreement, if applicable.]

INTEGRITY PACT

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Bidder] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Bidder] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Bidder] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Bidder] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Bidder] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Bidder:

Name of Procuring Agency:

Signature:

Signature:

[Seal]

[Seal]

PROOF OF PURCHASE OF RFP

[Please provide certified true copy of purchase of RFP]

COPY OF PPIB CERTIFICATE

[Please provide certified true copy of valid PPIB Certificate issued under AEDB Certification Regulations, 2021]

DECLARATION OF BENEFICIAL OWNERS

The “**Declaration of Beneficial Owners**” Information of Public Procurement Contract Awarded Regulations, 2022” require that all procuring agencies while engaging in public procurement contract worth Rs. 50 Million and above shall make a mandatory provision of beneficial ownership information of the company in the said contract as prescribed in following performa to these regulations. The procuring agencies while entering into such contracts shall publicize the beneficial ownership information of the company on PPRA’s website. The procuring agency shall forward all such contracts containing the beneficial ownership information to the Authority for placing it on PPRA’S website. Accordingly, if applicable, the following performa shall be submitted by the bidders along with the Technical Bid.

DECLARATION OF ULTIMATE BENEFICIAL OWNERS INFORMATION FOR PUBLIC PROCUREMENT CONTRACTS.

1. Name _____
2. Father’s Name / Spouse’s Name _____
3. CNIC / NICOP / Passport No. _____
4. Nationality _____
5. Residential Address _____
6. Email Address _____
7. Date on which shareholding control or interest acquired in the business _____
8. In case of indirect shareholding control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control following additional particulars to be provided:

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|--|--------------------------------------|-------------------------------|------------------|---------|---------------|---|--|--|
| Name | Legal form (company)/ limited liability partnership / association of persons / Single Member company / partnership firm / trust any other individual body corporate (to be specified) | Date of incorporation / registration | Name of registering authority | Business Address | Country | Email Address | Percentage of shareholding control or interest of BO in the legal person or legal arrangement | Percentage of shareholding control or interest of legal person or legal arrangement in the company | Identity of natural person who ultimately owns or controls the legal person or arrangement |
| | | | | | | | | | |

9. Information about the Board of Directors (Details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------------------------------|---|-----------------------------------|---------------------|-----------------------------|------------|--|--|
| Name and Surname (in Block Letters) | CNIC No. (in case of foreigner passport No) | Father's / Husband's name in full | Current Nationality | Any other Nationality (ies) | Occupation | Residential address in full of the registered / principal office address for a subscribers other than natural person | Number of shares taken by cash subscriber (in figures and words) |
| | | | | | | | |

10. Any other information incidental to or relevant to Beneficial owner(s)

Name and Signature
(Person authorized to issue notice on behalf of the company)

AFFIDAVIT OF BLACKLISTING

[Please provide an affidavit that the bidder has not been blacklisted by any government/public department/ donor agencies at the time of submission of bid.]

FORM OF CONTRACT AGREEMENT

This solar lease purchase agreement (the “**Contract Agreement**”) is entered into at [●] on this [●] day of [●] 2023 (the “**Effective Date**”) by the parties listed below (each a “**Party**” and collectively the “**Parties**”).

| | | | |
|-------------------------|--|-------------------------|---|
| Lessee: | | Lessor: | |
| Name and Address | [Insert name of Lessee/Procuring Agency] | Name and Address | [Insert name of Lessor/Successful Bidder] |
| Phone | | Phone | |
| Fax | | Fax | |
| E-mail | | E-mail | |

A. WHEREAS, Lessee on [●] issued a Request for Proposals (RFP) to design, finance, supply, installation, testing, commissioning, operation, maintenance, leasing and at the end of the Lease Term transfer the On-Grid Solar Power System at [●] (the “**System**” or the “**Project**”);

B. WHEREAS, in response to the RFP, bid/proposal offered by Lessor being the lowest evaluated has been accepted and a Letter of Acceptance has been issued to Lessor for the development of the Project; and

C. WHEREAS, pursuant to the terms and conditions of Letter of Acceptance, the Lessee is entering into this Agreement with the Lessor.

NOW THEREFORE, this Agreement alongwith Exhibits attached hereto set forth the terms and conditions of the design, finance, supply, installation, testing, commissioning, operation, maintenance, leasing and at the end of the Term transfer the On-Grid Solar PV System at [●] (the “**System**” or the “**Project**”) as more specifically described in **Exhibit 2** to be installed at the Lessee’s premises described in **Exhibit 4** (the “**Premises**”).

The exhibits listed below are incorporated by reference and made and read and construed as integral part of this Agreement.

- Exhibit 1** Basic Terms and Conditions
- Exhibit 2** System Specifications, Drawings & Layout
- Exhibit 3** General Terms and Conditions
- Exhibit 4** Form of Easement Agreement
- Exhibit 5** Contract Data
- Exhibit 6** Form of Performance Security
- Exhibit 7** The Letter of Acceptance
- Exhibit 8** The Letter of Price Bid, Letter of Technical Bid and Appendices
- Exhibit 9** Payment Commitment Letter / Authorization

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written.

Lessor:
 By: _____
 Name: _____
 Title: _____

Witnesses:
 By:
 Name:
 CNIC:

Lessee:

By: _____

Name: _____

Title: _____

By:

Name:

CNIC:

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

[ON PAKISTAN STAMP PAPER]

To: [Name of Lessee/Procuring Agency]

Date of the Performance Security: [●]

Guarantee No. [●]

Amount of this Performance Security: [●]

Validity upto: [●]

THIS PERFORMANCE SECURITY is executed at [---place---] on this [---] day of [---month---] [---year---] by:

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

On the request and on behalf of [insert name of Lessor], a [company/firm] registered under the laws of Islamic Republic of Pakistan having its registered office at [●] (hereinafter referred to as the “**Lessor**” which expression shall mean and include its successors, executors, administrators and legal representatives, whether jointly or severally);

In favour of the [insert name of Lessee] (hereinafter referred to as the “**Beneficiary**,” which expression shall mean and include its successors, administrators and legal representatives, whether jointly or severally).

WHEREAS:

As required by the Beneficiary, the Guarantor, at the request and on behalf of Lessor, hereby furnishes this irrevocable, unconditional, without recourse, on demand bank guarantee (hereinafter referred to as the “**Performance Security**”) in favour of the Beneficiary to secure the performance of the obligations of Lessor to design, supply, install and commission the System under and in accordance with the Contract Agreement dated [].

NOW THEREFORE, this Performance Security witnesseth as under:-

1. In the event that Lessor defaults in, delays, or fails to design, supply, install and commission the System under and in accordance with the terms of the Contract Agreement of which the Beneficiary shall be the sole arbiter, the Guarantor as primary obligor and not as mere surety shall, on the Beneficiary’s first written demand, pay to the Beneficiary by any method of payment acceptable to the Beneficiary, the entire sum of, or any portion demanded by it of the sum of [Rs.]. Such first written demand of the Beneficiary shall only state that the Lessor has defaulted in, or delayed, or failed to meet its obligations under the Contract Agreement. The decision of the Beneficiary as to Lessor’s default, delay, or failure in the performance shall be final and unquestionable and Guarantor hereby irrevocably and expressly waives all rights to raise dispute or contestation in respect thereof.
2. The Guarantor’s obligations as set out in this Performance Security shall be continuing obligations and demands hereunder may be made at any time and from time to time in accordance with its terms.
3. No set-off, counterclaim, 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 Performance Security.
4. This Performance Security shall be governed by the laws of Pakistan and shall come into full force and effect on the date of its issuance by the Guarantor.
5. The Guarantor’s maximum liability under this Performance Security is limited to the sum of [Rs.]. This Performance Security shall expire at the official closing of the counters of the

Guarantor, [---name of the Branch---] [---city-], on the [---] day of [---month---] [---year---]. The Guarantor's obligation under this Performance Security is limited to payment of claims lodged in writing and presented at the counters of the Guarantor, [---name of the Branch---] [---city---], on or before the expiry date, following which date, subject to any liability for claims presented on or before the expiry date, the Guarantor shall stand fully discharged and released from any and all obligations, claims and liabilities under this Performance Security whether or not this Performance Security is returned to the Guarantor.

6. No reference to any agreement, document or instrument herein shall be construed or deemed to incorporate herein by reference.
7. Capitalised terms not otherwise defined herein shall bear the meaning ascribed to them in the Contract Agreement.

For and on behalf of the Guarantor:

*[To be signed by the authorized signatory(ies) 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]

FORM OF EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into this [●] day of [●], 20 (the “**Effective Date**”), by and between [insert name of the Procuring Agency/Lessee] (“**Grantor**”), and [insert name of the Successful Bidder/Lessor] (“**Grantee**”).

Recitals

- A. Grantor is the owner of those certain [buildings, parcels or tracts of ground] located at [●], and more particularly described by metes and bounds on **Attachment A** attached hereto and incorporated herein (all of which [building, parcels or tracts of ground] are referred to herein as the “**Premises**”).
- B. Grantor and Grantee entered into a certain Contract Agreement dated [●] (the “**Contract Agreement**”) pursuant to which the Grantee has agreed to design, finance, supply, construct, install, commission, operate, maintain and at the end of Term transfer the System (as defined in the Contract Agreement) on the Premises for the purpose of providing electric energy to the facility (the “**Facility**”) located on the Premises.
- C. Grantor desires to grant to Grantee the rights described herein for the purposes mentioned above.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Grantor, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for the period of time set forth herein, across, over, under and above the Facility in order to construct, install, alter, protect, repair, maintain, replace, operate, maintain the System, including any related interconnection equipment and any facilities or equipment appurtenant thereto as Grantee may from time to time require. Grantor also hereby grants and conveys unto Grantee all other easements across, over, under and above the Facility as reasonably necessary to provide access to and services reasonably required for Grantee’s performance under the Contract Agreement. The easements granted hereunder shall run with and burden the Facility for the term of this Agreement.
2. **Term.** This Agreement shall remain effective for a period commencing on the Effective Date and shall expire upon earlier of (a) one month following the expiration of the Term of the Contract Agreement, and (b) earlier termination of the Contract Agreement due to default by Grantee thereunder. No delay or interruption by Grantee in the use or enjoyment of any right or easement hereby granted shall result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate granted hereby.
3. **Obstructions.** In addition to the rights afforded Grantee under the Contract Agreement, Grantee may from time to time remove structures, trees, bushes, or other obstructions within such portions of the Premises, and may level and grade such portions of the Facility, to the extent reasonably necessary to carry out the purposes set forth herein; provided that Grantor gives its prior written consent to such removal, leveling or grading, such consent not to be unreasonably withheld, delayed or conditioned. Grantor covenants for itself, its heirs, successors and assigns that:

- a. Grantor will not build or place, or allow to be built or placed, any structure or obstruction of any kind within such portions of the Facility on which is located any portion of the System, including any related interconnection equipment; and
 - b. if such a structure or obstruction is built or placed within any portion of the Facility on which is located any portion of the System, including any related interconnection equipment, Grantor will remove the same at the request of the Grantee at no cost to the Grantee. Grantee may erect a fence on such portions of the Facility or the Facility on which any portion of the System, are located in order to exclude Grantor and others from accessing such areas provided that Grantor gives its prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.
4. **Reservation of Rights.** Grantor reserves the right to use or authorize others to use the Premises and the Facility in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that Grantor shall not, nor shall permit others to, disturb the System, including any related interconnection equipment, in any way without prior written approval of the Grantee.
5. **Title.** Grantor represents and warrants to Grantee that (a) Grantor holds free simple title to the Premises, free and clear of all liens and any other encumbrances, and (b) no lien or other encumbrance to which the Premises is subject would reasonably be expected to adversely impact Grantee's rights hereunder or under the Contract Agreement. Grantor further represents and warrants to Grantee that Grantor has the right to execute and deliver this Agreement and to grant to Grantee the easements and other rights hereunder, and that such grant does not, and will not, violate or breach Grantor's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Grantor is a party or by or to which any of Grantor's assets or properties, including the Premises or the Facility, is bound or subject. In the event that, after the date of this Agreement, Grantor duly grants a mortgage for additional value (the "**Subsequent Mortgage**"), Grantor shall, prior to and as a condition to the effectiveness of such grant of a mortgage, cause the mortgagee under the Subsequent Mortgage to execute and deliver to the Grantee an agreement, in customary form and in form and substance reasonably acceptable to Grantee, acknowledging the subordination of the Subsequent Mortgage to the grant of the easement pursuant to this Agreement (the "**Subordination Agreement**").
6. **Registration; Possession.** If so required under the laws of Pakistan, this Agreement shall be registered against the Premises by Grantee at Grantee's sole cost and expense. Grantor covenants and agrees, for itself and its assigns and successors, that the Grantee shall be entitled to exercise its rights under this Agreement only upon execution and delivery of this Agreement by the Parties hereto, and when this Agreement is duly registered, if required by applicable laws of Pakistan.
7. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of Pakistan.
8. **Severability.** All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.
9. **Binding Effect; Successors and Assigns.** Grantee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising in this Agreement in accordance with the terms of the Contract Agreement. Without limiting the generality of the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and

assigns. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.

10. **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.
11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein.
12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, this Easement Agreement has been executed and delivered under seal on this _____ day of _____, 2022.

GRANTOR:

By: _____
Print Name: _____
Title: _____

GRANTEE:

By: _____
Print Name: _____
Title: _____

Attachment A

Description of the Premises and Facility

[Lessee to Insert]

SPECIFICATIONS

TECHNICAL SPECIFICATIONS

The following are the minimum technical specifications of the equipment being parts of the Solar PV System that shall be installed at the premises.

1. Solar PV Modules:

Manufacturer and Material Requirements:

Solar PV modules shall be of Tier-I manufacturer as per latest Bloomberg New Energy Finance (BNEF) list (for Q2 or Q3 of the year 2023). The PV technology shall be half-cut mono-PERC to maximize the yield against the available area and minimize the losses against partial shading. Each module shall have IP 65 rated Junction Boxes which shall be dust and vermin proof having copper bus bar terminals, EPDM rubber gasket, reverse blocking diodes and IEC standard 62790 compliant.

Performance and Rating Requirements:

The power rating for each PV module shall be more than 540Wp under STC conditions with positive power tolerance only. Each PV module must have efficiency greater than 20%. The proposed PV module must exhibit efficiency of more than 96% of the STC efficiency at 200 W/m² (i.e. low lighting conditions). The module Temperature Coefficient at Pmax shall be -0.37% / °C or lesser and the operating temperature range shall be -40°C to +85°C.

Certification Requirements:

The PV Module must be Type Tested based on IEC standard 61215 (Terrestrial PV Modules-Design qualification and type approval) and IEC 61730 (Photovoltaic module safety qualification) based insulation of Safety Class II. Modules must be free of Potential Induced Degradation (PID) and Light Induced Degradation (LID). The module shall be S.R.O 604 compliant issued by Government of Pakistan. The Flash Test report, module Test report as per IEC standards 61215 and 61730 along with pre-shipment inspection certificate shall be provided at the time of delivery of modules at site.

Warranty and Replacement:

Each module shall have minimum 12 years material and workmanship warranty and 25 years performance warranty. The Power output of each PV module shall be greater than 85% after 25 Years. Warranty shall be insured by third party.

Product Identification:

Each PV module shall have a unique barcode identification tag issued by the manufacturer. The same shall be confirmed from the manufacturer prior to verification of equipment delivery at site by the Engineer.

2. Inverters:

Performance and Rating Requirements:

The inverter shall be three phase grid tied with minimum IP65 protection having CEC efficiency of not less than 98.5 % and output frequency of 50Hz. The cumulative capacity of inverter shall be according to the total solar PV capacity to be installed and inverter's minimum input voltage shall be as per array specific design. Under all scenarios, the DC to AC ratio of the inverter shall not be more than 1.1.

The inverters shall have multiple MPPT inputs for 3-phase inverters. The Total Harmonic Distortion shall be less than 3%. The ambient operating temperature range of Inverter shall be between -25°C to 60°C. [Three phase inverter must have Diesel Generator Synchronization module for seamless integration with Generators].

Protection and Safety Requirements:

The inverter shall have AC overcurrent protection, residual current monitoring, DC reverse polarity protection, DC insulation resistance detection, PV array string fault monitoring, anti-islanding protection and Type-2 or better DC and AC SPDs. The inverter must have anti PID module to limit the harmful effects of Potential Induced Degradation of PV Modules. Inverter shall have a built-in data logger; communication interface protections and remote monitoring capability. It shall be compliant with UL 1741, IEC 62109-1/2 for safety design.

Warranty Requirements:

The inverters shall have minimum 10 years of replacement warranty.

3. PV Balance of system:

a) Mounting Structure:

The mounting structure shall be UV resistant and shall have hot dip galvanized steel frame of gauge 12 with 85 micron or thicker zinc coating and 100 micron for base plate. Spacing from Parapet wall must be 3 ft. The structure shall have galvanic isolation and shall withstand wind speed of 150 km/h. Complete civil work (including civil blocks of 1:2:4 composition) for mounting structure installation shall be performed as required. For rooftop areas with additional slabs, rawal bolt based anchoring shall be followed in combination with waterproofing treatment.

b) DC Cables, AC Cables, Earthing wires, Conduits, Connectors, Cable Trays etc.

Copper cables with purity of 99.9% or more with XLPO insulation and rated for 1500 V shall be used. Cables shall be low smoke Halogen free along with compliance with BS 6004, BS 7644 and UL 4703 standards. Minimum size for DC cables shall be 4 mm² or as per size of PV Module Output cable (whichever is higher or given in the Bills of Quantities). Under all conditions, for DC cables, voltage drop shall be less than 0.5% at STC and for AC cables voltage drop shall be less than 1% at STC. 6 mm² earth wires

for equipotential bonding shall be used. Separate DC and AC earthing each with 3 ohm or lesser resistance shall be achieved using the earthing arrangement.

Perforated cable trays of 16 gauge or thicker and UPVC/corrugated PVC pipes shall be installed with seamless terminations. The cable tray shall not be physically accessible for routine works. Flexible pipes, glands, conduits, cables ducts shall be installed as required. Conduits shall have 30% or higher spare capacity. Labeling of all cables shall be performed in compliance with IEC Standard 62491.

c) Breakers, Surge Arrester, LV Panel etc.

Circuit breaker, Protection devices and Non-Isolated Lightning Arrestors shall be installed as required. MCB/MCCB Circuit breaker for each string shall be rated for more than 1.5 times the STC current rating of the string. Under all circumstances circuit breaker rating must be less than the fuse rating of PV Module.

In case of installation of LV panel, the panel shall be IP65 rated of galvanized material with at least 16 gauge. The panel shall have protection scheme compliant with IEC Standard 62548, input and output circuit breakers as per IEC Standards, bus bar current bearing capacity as per requirement, and isolators for bus bars and AC grounding bus bar. The panel shall have digital Ammeter and Voltmeter, RYB indicator with breather vents on both sides of cabinets with RAL Color: 6021.

d) Monitoring and Control System:

Online and real time monitoring shall be provided with following parameters;

1. Energy generation (kWh)
2. Power production (kW)
3. String-level monitoring of Voltage and Current
4. Storage of 1 TB and monitoring data for at least 3 years

4. Net Metering Application and Installation of Bidirectional Meter

The Lessor shall comply with all prevailing regulations set forth by NEPRA for net metering purposes including load flow studies on requisite software. Preparation and processing of application for net metering along with requisite clarifications shall be arranged by the Lessor in the Project timelines. Furthermore, in cases where the technical feasibility study is required for purposes of approval of net-metering application, the Lessor shall also carry out the requisite feasibility study and make arrangement for its approval from the relevant DISCO.

5. Operation Manual:

An Operation, Instruction and Maintenance Manual, in English shall be provided with the Solar PV System. The detailed diagram(s) of wiring and connection diagrams shall also be provided with the manual.

Note:

- Various components of Solar PV System shall additionally be conformed to the relevant national/international Electrical Safety Standards wherever applicable.