

Format of Guarantee

(pursuant to AEDB (Certification) Regulations, 2021)

To: The Private Power & Infrastructure Board
2nd Floor, OPF Building G-5/2 Islamabad.

Date of the Guarantee: (Dates and figures should also be mentioned in words)

Amount of the Guarantee¹: [PKR • (Pak Rupees •)] (hereinafter referred to as the "**Guaranteed Sum**")

Date of issuance: _____

Validity up to: [• months from the date of issue of guarantee]

THIS GUARANTEE is executed at _____ on this _____ day of _____ BY:

[Name of the issuing Bank] having our registered office at _____ [and branch office at _____] (hereinafter referred to as the "**Guarantor**", which expression shall mean and include its successors, administrators, assigns and legal representatives, whether jointly or severally); on the request and on behalf of [**Company Name**] (hereinafter referred to as the "**Certified Installer**"), which expression shall mean and include [its/their] successors, executors, administrators, permitted assigns, legal representatives, whether jointly or severally); in favour of the Private Power & Infrastructure Board ("**PPIB**") (hereinafter referred to as the "**Beneficiary**", which expression shall mean and include its successors, administrators and legal representatives, whether jointly or severally).

WHEREAS:

- A. The Certified Installer has requested the Beneficiary for certification under the Alternative Energy Development Board (Certification) Regulations, 2021 (hereinafter referred to as the "**Regulations**");
- B. The Regulations bind the Certified Installer to perform and deliver certain obligations; and
- C. As required by the Beneficiary in terms of the Regulations, and in consideration thereof, the Guarantor, at the request and on behalf of the Certified Installer, hereby furnishes this irrevocable, unconditional, without recourse, on demand bank guarantee (hereinafter referred to as the "**Guarantee**") in favour of the Beneficiary in order to secure the performance of the Certified Installer's obligations under the Regulations (hereinafter referred to as the "**Guaranteed Obligation**").

NOW THEREFORE, this Guarantee witness the as under:-

Bank guarantee, valid for a period of not less than four years, equivalent to an amount of PKR 500,000/- for the categories C1, C2 and C3.

1. In the event that the Certified Installer defaults in, delays, or fails, to perform the Guaranteed Obligation, of which event the Beneficiary shall be the sole arbiter, the Guarantor shall, on the Beneficiary's first written demand, pay to the Beneficiary the entire sum of, or any part of, the Guaranteed Sum as specified in the Beneficiary's written demand within three (3) days of the receipt of the written demand (the "**Due Date**"). Such first written demand of the Beneficiary shall only state that the Certified Installer has defaulted in, or delayed, or failed, to perform all or any of the Guaranteed Obligation stated in the written demand under and in accordance with the Regulations.
2. The Guarantor hereby binds itself unconditionally and irrevocably, and undertakes and guarantees to pay the Guaranteed Sum (or any part thereof), as primary obligor and not merely as surety, on first written demand of the Beneficiary, without protest or demur and without reference, notice or recourse to the Certified Installer or any other person, and hereby expressly waives all rights to deny its obligation to the Beneficiary irrespective of any dispute, difference or disagreement between the Certified Installer and the Beneficiary or contest by any other party or person.
3. At any time during the validity of this Guarantee, the Beneficiary may demand payment of the entire Guaranteed Sum, or any part thereof, from the Guarantor. The decision of the Beneficiary that the Certified Installer has defaulted, delayed, or failed in performing the Guaranteed Obligation shall be final and binding on the Guarantor, which shall not be questioned by the Guarantor in any manner whatsoever.
4. This Guarantee shall remain in full force and be effective for a period up to **[state the date that is four years after the date of the Guarantee]**.
5. The Beneficiary may, if and when and in such manner as the Beneficiary in its sole discretion deems appropriate, grant time or other indulgence to or accept or make any composition or arrangement with the Certified Installer and such acts shall not in any way whatsoever discharge the Guarantor from its obligations under this Guarantee.
6. The Guarantor's obligations as set out in this Guarantee shall not be modified or impaired during validity period of this Guarantee.
7. Demands under this Guarantee may be made from time to time in accordance with its terms. Partial payments of the Guaranteed Sum shall not discharge this Guarantee and this Guarantee shall remain in full force and effect in accordance with its terms for the difference from time to time between the aggregate total of the partial payments made and the Guaranteed Sum.
8. No set-off, counter claim, reduction, or diminution of any obligation that the Guarantor has or may have against the Beneficiary shall be available to it against the Beneficiary in connection with any of its obligations to the Beneficiary under this Guarantee. The Guarantor shall make all payments under this Guarantee in Pakistan Rupees without set-off or counterclaim and free and clear of any deductions or withholdings in immediately available, freely transferable, cleared funds for value on or before the Due Date to the Beneficiary, provided that if the Guarantor is required to make any deduction or withholding from such payments under applicable law, it shall pay to the Beneficiary such additional amount necessary to ensure that the Beneficiary receives an amount equal to the amount which it would have received had no such deduction or withholding been made.
9. The Guarantor hereby declares and confirms that under its constitution and applicable laws and regulations, it has the necessary power and authority, and has obtained all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and

perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor under the laws of Pakistan, and that the signatory(ies) to this Guarantee are the Guarantor's duly authorized officers.
10. This Guarantee shall be governed by the laws of Pakistan.

For and on behalf of the Guarantor:

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

Dated and Stamped with the Bank's Stamp]

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