

Request for Proposal

For

ESTABLISHMENT OF SOLAR PARK (1 MW) AT BRT CHAMKANI DEPOT

Issued on: November 14, 2024

Procurement No.: TPC/OPS/OCB/Solar-Park/2024-25/009

Client: TransPeshawar (The Urban Mobility Company)

Table of Contents

PART 1 – Bidding Procedures.....

Section I. Instructions to Service Providers.....

Section II. Data Sheet.....

Section III. Evaluation and Qualification Criteria

Section IV. Standard Forms

PART 2 –Client’s Requirements.....

Section V. Schedule of Requirements.....

PART 3 – Conditions of Contract

Section VI. Service Provider Agreement

PART 1 – Bidding Procedures

Section I - Instructions to Service Providers

This section specifies the procedures to be followed by Service Providers in the preparation and submission of their Proposals. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of contract.

Table of Clauses

A.	General	3
1.	Scope of Proposal	3
2.	Source of Funds	3
3.	Fraud and Corruption	3
4.	Eligible Service Providers.....	4
5.	Eligible System	5
6.	Intellectual Property	5
7.	Status of Sub-contractors	5
8.	Contacting the Client	5
B.	Contents of Request for Proposal Document	5
9.	Sections of Request for Proposal Document	5
10.	Clarification of Request for Proposal Document, Site Visit, Pre-Proposal Meeting	6
11.	Amendment of Request for Proposal Document.....	7
C.	Preparation of Proposals.....	7
12.	Cost of Bidding	7
13.	Language of Proposal	7
14.	Documents Comprising the Proposal	7
15.	Proposal Submission Forms and Schedules.....	7
16.	Alternative Proposals.....	7
17.	Documents Establishing the Eligibility of System and Supporting Infrastructure	7
18.	Documents Establishing the Eligibility and Qualifications of the Service Provider	8
19.	Documents Establishing Conformity of the Services	8
20.	Proposal Prices	8
21.	Currencies of Proposal and Payment.....	9
22.	Period of Validity of Proposals	9
23.	Proposal Security	9
24.	Format and Signing of Proposal.....	10
D.	Submission and Opening of Proposals.....	10
25.	Submission, Sealing and Marking of Proposals.....	10
26.	Deadline for Submission of Proposals	11
27.	Late Proposals.....	11
28.	Withdrawal, Substitution, and Modification of Proposals	11
29.	Proposal Opening.....	12
E.	Evaluation and Comparison of Proposals.....	13
30.	Confidentiality	13

31.	Clarification of Proposals	14
32.	Deviations, Reservations, and Omissions	14
33.	Preliminary Examination of Technical Proposals.....	14
34.	Responsiveness of Technical Proposals	14
35.	Nonmaterial Nonconformities.....	15
36.	Evaluation of Proposals	15
37.	Detailed Evaluation of Technical Proposals	16
38.	Eligibility and Qualification of the Service Provider.....	16
39.	Correction of Arithmetical Errors	16
40.	Conversion to Single Currency	17
41.	Margin of Preference	17
42.	Evaluation of Financial Proposals.....	17
43.	Comparison of Proposals.....	17
44.	Client’s Right to Accept Any Proposal, and to Reject Any or All Proposals ..	17
F.	Award of Contract.....	17
45.	Client’s Right to Vary Quantities at Time of Award.....	17
46.	Award Criteria	17
47.	Notification of Award	17
48.	Signing of Contract	17
49.	Performance Security	18

Section I. Instructions to Service Providers

A. General

- | | |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Scope of Proposal | <p>1.1 In connection with Request for Proposals publication of advertisement, the Client, as indicated in the Data Sheet (DS), issues this Request for Proposal Document for “ESTABLISHMENT OF SOLAR PARK (1 MW) AT BRT DEPOT, CHAMKANI” (hereinafter called “the Services”) as specified in Section V (Schedule of Requirements). The name, and identification number of procurement of the National Competitive Bidding (NCB) are provided in the DS.</p> <p>1.2 Unless otherwise stated, throughout this Request for Proposal Document definitions and interpretations shall be as prescribed in Section VI (Service Provider Agreement)</p> |
| 2. Source of Funds | <p>2.1 The Client has received financing (hereinafter called “funds”) from the Govt of KP toward the cost of the procurement under reference.</p> |
| 3. Fraud and Corruption | <p>3.1 Pursuant to Policy the Government, the Client, and the Service Providers must observe the highest standard of ethics during the selection process and in execution of the Contract. Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 defines as follows:</p> <p>(i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>(ii) “Fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(iv) “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(v) “obstructive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under these rules.</p> <p>3.2 The Client will reject a proposal for award if it determines that the Service Provider recommended for award has directly, or through an agent,</p> |

- engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- 3.3 The Client will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in Govt-financed or activities if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the contract;
- 3.4 The Client has the right to inspect the accounts and records of the Service Provider and Sub-Service Providers and other documents relating to Service Provider selection and to the performance of the contract and to have them audited by auditors as appointed.
- 4. Eligible Service Providers**
- 4.1 A Service Provider shall be a private entity as defined in **DS**, or any combination thereof with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture as indicated in **DS**. In the case of a Joint Venture
- (a) all partners shall be jointly and severally liable; and
 - (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 4.2 A Service Provider, and all parties constituting the Service Provider, shall have the nationality of Pakistan. A Service Provider shall be deemed to have the nationality of Pakistan if the Service Provider is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of Pakistan;
- 4.3 A Service Provider shall not have a conflict of interest. All Service Providers found to have a conflict of interest shall be disqualified. A Service Provider may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling partners in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this proposal; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
 - (e) a Service Provider participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under this Request for Proposal

- Documents. This will result in the disqualification of all Proposals in which it is involved; or
- (f) a Service Provider or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the procurement that is the subject of the Proposal.
- 4.4 Service Providers shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request;
- 4.5 Apart from above, the Service Provider shall provide their eligibility satisfactory to the Client, as indicated in **DS**.
- 5. Eligible System** 5.1 The equipment shall be in accordance with specification and/or performance requirements stated under Section V, “Schedule of Requirements” Moreover, the equipment to be delivered and installed shall be verifiable from the company website, with valid serial number/bar code.
- 6. Intellectual Property** 6.1 Deleted
- 7. Status of Sub-contractors** 7.1 The Service Provider is not allowed to sub-contract the Services or any part thereof
- 8. Contacting the Client** 8.1 From deadline for submission of the Proposal to the time of Contract award, if any Service Provider wishes to contact the Client on any matter related to the Proposal, it should do so in writing. Failure to do so may result in rejection of the Proposal.
- 8.2 If a Service Provider tries to directly influence the Client or otherwise interfere in the Proposal submission and evaluation process and the Contract award decision, its Proposal may be rejected.

B. Contents of Request for Proposal Document

- 9. Sections of Request for Proposal Document** 9.1 The Request for Proposal Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITSP 11.
- PART 1 Bidding Procedures**
- Section I. Instructions to Service Providers (ITSP)
 Section II. Data Sheet (DS)
 Section III. Evaluation and Qualification Criteria
 Section IV. Standard Forms
- PART 2 Requirements**
- Section V. Schedule of Requirements (SOR)
- PART 3 Conditions of Contract**
- Section VI. Service Provider Agreement

- 9.2 The Request for Proposal notice issued by the Client is not part of the Request for Proposal Document.
- 9.3 The Client is not responsible for the completeness of the Request for Proposal Document and its addenda, if they were not obtained directly from the source stated by the Client in the Request for Proposals notice.
- 9.4 The Service Provider is expected to examine all instructions, forms, terms, and specifications in the Request for Proposal Document. Failure to furnish all information or documentation required by the Request for Proposal Document may result in the rejection of the Proposal.
- 10. Clarification of Request for Proposal Document, Site Visit, Pre-Proposal Meeting**
- 10.1 A prospective Service Provider requiring any clarification on the Request for Proposal Document shall contact the Client in writing at the Client's address indicated in the **DS** or raise his inquiries during the pre-bid meeting if provided for in accordance with ITSP 10.4. The Client will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Proposal, within a period given in the **DS**. The Client shall forward copies of its response to the Service Providers in a manner as indicated in **DS** provided that the Request for Proposal Document are acquired in accordance with ITSP 9.3. The response shall include a description of the inquiry but without identifying its source. Should the Client deem it necessary to amend the Request for Proposal Document as a result of a request for clarification, it shall do so following the procedure under ITSP 11 and ITSP 26.2.
- 10.2 The Service Provider, may on notifying the Client in writing, if so stated in the **DS**, visit and examine the site where the Services are to be provided and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Proposal and entering into a contract. The costs of visiting the site shall be at the Service Provider's own expense.
- 10.3 The Service Provider and any of its personnel or agents will be granted permission by the Client to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Service Provider, its personnel, and agents will release and indemnify the Client and 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 the inspection.
- 10.4 The Client will arrange a pre-proposal meeting, if provided for in the **DS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 10.5 Minutes of the pre-proposal meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, and also the question sought as clarification will be disseminated in a manner as defined under **DS**. Any modification to the Request for Proposal Documents that may become necessary as a result of the pre-proposal meeting shall be made

by the Client exclusively through the issue of an addendum pursuant to ITSP 11 and not through the minutes of the pre-proposal meeting.

- 10.6 Nonattendance at the pre-proposal meeting will not be a cause for disqualification of a Service Provider.
- 11. Amendment in Request for Proposal Document**
- 11.1 At any time prior to the deadline for submission of Proposals, the Client may amend the Request for Proposal Document by issuing addenda.
- 11.2 Any addendum issued shall be part of the Request for Proposal Document and shall be communicated in writing in manner as defined in **DS**.
- 11.3 To give prospective Service Providers reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITSP 26.2.

C. Preparation of Proposals

- 12. Cost of Bidding** 12.1 The Service Provider shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 13. Language of Proposal** 13.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Service Provider and the Client, shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Proposal, such translation shall govern.
- 14. Documents Comprising the Proposal** 14.1 The documents comprising the Proposal are listed in **Section IV (Standard Forms)**. Service Providers must use provided Standard Forms to structure and submit their Proposals.
- 14.2 The Proposal shall comprise two envelopes submitted simultaneously, one called the Technical Proposal containing the documents listed in **Table 1 of Section IV (Standard Forms)**, and other the Financial Proposal containing the documents listed in **Table 2 of Section IV (Standard Forms)**. Both envelopes shall be enclosed together in a single outer envelope.
- 15. Proposal Submission Forms and Schedules** 15.1 The Service Provider shall complete the Proposal Submission Forms, including the appropriate Schedules, using the relevant forms furnished in **Section IV (Standard Forms)**. The forms must be completed as instructed in each form.
- 16. Alternative Proposals** 16.1 Unless otherwise specified in the **DS**, alternative Proposals shall not be considered.
- 17. Documents Establishing the** 17.1 The eligibility of the System shall be established in accordance with ITSP 5 by providing information required under proposal/relevant forms.

Eligibility of System

- 18. Documents Establishing the Eligibility and Qualifications of the Service Provider**
- 18.1 To establish eligibility and qualifications to perform the Contract in accordance with **Section III (Evaluation and Qualification Criteria)**, the Service Provider shall provide the information requested in the corresponding Forms included in **Section IV (Standard Forms)**, “**Service Provider’s Eligibility and Qualification**”.
- 19. Documents Establishing Conformity of Technical Proposal with technical aspects of the System**
- 19.1 The Service Provider shall furnish the information stipulated in **Section IV (Standard Forms)**, in sufficient detail to demonstrate conformity of the Technical Proposal to the requirement of Request for Proposal Document by responding TECH-1, TECH-2, TECH-3, PER-1 and PER-2 respectively.
- 20. Proposal Prices**
- 20.1 The prices quoted by the Service Provider in Financial Proposal Submission Form and in the relevant Schedule (s) shall conform to the requirements specified below.
- 20.2 The Service Provider shall submit the Proposal for complete scope of the Services such that the total Proposal price covers all the Service Provider’s obligations mentioned in or to be reasonably inferred from the Request for Proposal Document particularly specified in **Section V (Schedule of Requirements)** and Contract Agreement. Proposals submitted for incomplete scope will be rejected.
- 20.3 The Proposal Price to be quoted in the Financial Proposal Submission Form shall be the total price of the Services. Absence of the total proposal price in the Financial Proposal Submission Form may result in the rejection of the Proposal.
- 20.4 The offered price shall be inclusive of all applicable taxes.
- 20.5 Service Providers shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in **Section IV (Standard Forms)**.
- 20.6 The list of components/items provided under **Schedule 1A in Section IV (Standard Forms)** is indicative and not exhaustive. The Service Provider may add or remove components/item as per requirement/design.
- 20.7 The prices must include all costs incidental to the performance of the Services, such as travel, subsistence, office support, communications, translation, printing of materials, operation and maintenance etc. costs.
- 20.8 Prices for Recurrent Costs shall be quoted as Service prices on the Schedule 2 “Recurrent Costs” in detail, and on the Schedule 3 “Grand Summary Cost”. Recurrent costs are all-inclusive of the costs necessary of items such as spare parts, license renewals, labor, etc., needed for the continued and proper operation of the Services.
- 20.9 The prices shall be either fixed or adjustable as specified in the **DS**.

-
- 21. Currencies of Proposal and Payment**
- 21.1 The rates quoted by the Service Provider and payment to be made by the Client shall be entirely in Pak Rupees.
- 22. Period of Validity of Proposals**
- 22.1 Proposals shall remain valid for the period specified in the **DS** after the Proposal submission deadline date prescribed by the Client. A Proposal valid for a shorter period shall be rejected by the Client as non-responsive.
- 22.2 In exceptional circumstances, prior to the expiration of the Proposal validity period, the Client may request Service Providers to extend the period of validity of their Proposals. The request and the responses shall be made in writing. If a Proposal security is requested in accordance with ITSP 23, the Service Provider granting the request shall also extend the Proposal security for twenty-eight (28) days beyond the deadline of the extended validity period. A Service Provider may refuse the request without forfeiting its proposal security. A Service Provider granting the request shall not be required or permitted to modify its Proposal.
- 23. Proposal Security**
- 23.1 Unless otherwise specified in the **DS**, the Service Provider shall furnish as part of its Proposal, in original form a proposal security as specified in the **DS**. The amount, type and currency of proposal security shall be as specified in the **DS**.
- 23.2 In case of bank guarantee, the Proposal security shall be submitted using Proposal Security Form included in **Section IV (Standard Forms)**. The Proposal security shall be valid for twenty-eight days (28) beyond the original validity period of the Proposal, or beyond any period of extension if requested under ITSP 22.2.
- 23.3 Unless otherwise specified in the **DS**, any Proposal not accompanied by an enforceable and compliant Proposal security shall be rejected by the Client as non-responsive.
- 23.4 The Proposal security of unsuccessful Service Providers shall be returned as promptly as possible upon the successful Service Provider's furnishing of the performance security pursuant to ITSP 49.
- 23.5 The Proposal security of the successful Service Provider shall be returned as promptly as possible once the successful Service Provider has signed the Contract and furnished the required performance security.
- 23.6 The Proposal security may be forfeited:
- (a) if a Service Provider withdraws its Proposal during the period of Proposal validity specified by the Service Provider on the Proposal Submission Form; or
 - (b) if the successful Service Provider fails to:
 - (i) sign the Contract in accordance with ITSP 48; or
 - (ii) furnish a performance security in accordance with ITSP 49.
-

24. Format and Signing of Proposal

- 24.1 The Service Provider shall prepare one original of the documents comprising the Proposal as described in ITSP 14 and clearly mark it "ORIGINAL." In addition, the Service Provider shall submit copies of the Proposal, in the number specified in the **DS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 24.2 The original and all copies of the Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Service Provider. This authorization shall consist of a written confirmation as specified in the **DS** and shall be attached in Technical Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the original Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Proposal. If a Service Provider submits a deficient authorization, the Proposal shall not be rejected in the first instance. The Client shall request the Service Provider to submit an acceptable authorization within the number of days as specified in the Client. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Proposal.

D. Submission and Opening of Proposals

25. Submission, Sealing and Marking of Proposals

- 25.1 Service Providers shall always submit their Proposals by mail or by hand. When so specified in the **DS**, Service Providers shall have the option of submitting their Proposals electronically. Procedures for submission, sealing and marking are as follows:
- (a) The Service Provider shall submit one set of original Technical Proposal, one original Financial Proposal and one set of copy of Technical Proposal and Financial Proposal in separate sealed envelopes.
- (b) The Proposals shall be marked "Original Technical proposal" and "Original Financial proposal" or "Copy of technical proposal" and "Copy of financial proposal" as appropriate followed by reference number and the name of the Services. If there are discrepancies between the original and the copies of the Proposals, the original shall govern.
- (c) The envelopes containing the Technical and Financial Proposals and copies thereof shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Services and be clearly marked "**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the *Data Sheef*]". The Client shall not be responsible for misplacement, losing or premature opening if the envelopes are not sealed and/or marked as stipulated. This circumstance may lead to Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal as non-responsive
- (d) The Proposals must be sent to the address indicated in the **DS** and received by the Client at the specified address no later than the time

and the date indicated in the **DS**, or any extension to this date in accordance with ITSP 26.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

(e) Service Providers submitting Proposals electronically shall follow the electronic Proposal submission procedures specified in the **DS**.

25.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Service Provider;
- (b) be addressed to the Client in accordance with ITSP 26;
- (c) bear the specific identification of this bidding process indicated in accordance with ITSP 1.1; and
- (d) bear a warning not to open before the time and date for Proposal opening.

25.3 If all envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement or premature opening of the Proposal.

26. Deadline for Submission of Proposals

26.1 Proposals must be received by the Client at the address and no later than the date and time indicated in the **DS**.

26.2 The Client may, at its discretion, extend the deadline for the submission of Proposals by amending the Request for Proposal Document in accordance with ITSP 11, in which case all rights and obligations of the Client and Service Providers previously subject to the deadline shall thereafter be subject to the deadline as extended.

27. Late Proposals

27.1 The Client shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITSP 26. Any Proposal received by the Client after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Service Provider.

28. Withdrawal, Substitution, and Modification of Proposals

28.1 A Service Provider may withdraw, substitute, or modify its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITSP 24.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITSP 24 and ITSP 25 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) received by the Client prior to the deadline prescribed for submission of Proposals, in accordance with ITSP 26.

28.2 Proposals requested to be withdrawn in accordance with ITSP 28 shall be returned unopened to the Service Providers.

28.3 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of

the period of Proposal validity specified by the Service Provider on the Proposal Submission Forms or any extension thereof.

29. Proposal Opening

- 29.1 The Client shall conduct the opening of Technical Proposals in the presence of Service Providers` designated representatives who choose to attend, and at the address, date and time specified in the **DS**. Any specific electronic Proposal opening procedures, if electronic bidding is permitted in accordance with ITSP Sub-clause 25.1, shall be as specified in the **DS**. The Financial Proposals will remain unopened and will be held in custody of the Client until the specified time of their opening. If the Technical Proposal and the Financial Proposal are submitted together in one envelope, the Client may reject the entire Proposal. Alternatively, the Financial Proposal may be immediately resealed for later evaluation.
- 29.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Service Provider. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening. Next, envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Proposal and/or Substitution Financial Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Service Provider unopened. Only the Substitution Technical Proposal, if any, shall be opened, read out, and recorded. Substitution Financial Proposal will remain unopened in accordance with ITSP Sub-Clause 29.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at Proposal opening. Envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal 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 Proposals. Only the Technical Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposals, both Original as well as Modification, will remain unopened in accordance with ITSP Sub-Clause 29.1.
- 29.3 All other envelopes holding the Technical Proposals shall be opened one at a time, reading out: the name of the Service Provider, and indicating whether there is a modification or substitution; the presence or absence of an affidavit of Proposal security, if one is required, and any other details as the Client may consider appropriate. Only Technical Proposals and alternative Technical Proposals read out and recorded at Proposal opening shall be considered for evaluation. No Proposal shall be rejected at Proposal opening except for late Proposals, in accordance with ITSP 27.1.
- 29.4 The Client shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Service Provider and whether there is a withdrawal, substitution, or modification; and the presence or absence of an affidavit of Proposal security, if one was required. The Service Providers' representatives who are present shall be requested to sign the record. The omission of a Service Provider's

signature on the record shall not invalidate the contents and effect of the record.

- 29.5 At the end of the evaluation of the Technical Proposals, the Client will invite Service Providers who have submitted substantially responsive Technical Proposals and obtained qualifying Technical Score to attend the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be advised in writing by the Client. Service Providers shall be given reasonable notice of the opening of Financial Proposals.
- 29.6 The Client will notify Service Providers in writing who have been rejected on the grounds of their Technical Proposals being substantially non-responsive to the requirements of the Request for Proposal Documents and return their Financial Proposals unopened.
- 29.7 The Client shall conduct the opening of Financial Proposals of all Service Providers who submitted substantially responsive and technically qualified Proposals, in the presence of Service Providers' representatives who choose to attend at the address, date and time specified by the Client. The Service Provider's representatives who are present shall be requested to sign a record evidencing their attendance.
- 29.8 All other envelopes holding Financial Proposals shall be opened one at a time, reading out: the name of the Service Provider, and indicating whether there is a modification or substitution; the Proposal Prices (per lot, if applicable), including any discounts, presence of original Proposal Security, and any other details as the Client may consider appropriate. Only Financial Proposals, discounts, and alternative offers read out and recorded during the opening of Financial Proposals shall be considered for evaluation.
- 29.9 The Client shall prepare a record of the opening of Financial Proposals that shall include, as a minimum: the name of the Service Provider, the Proposal Price (per lot if applicable), any discounts, and alternative offers. The Service Providers' representatives who are present shall be requested to sign the record. The omission of a Service Provider's signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation and Comparison of Proposals

- 30. Confidentiality**
- 30.1 Information relating to the evaluation of Proposals and recommendation of contract award, shall not be disclosed to Service Providers or any other persons not officially concerned with such process until the publication of contract award.
- 30.2 Any attempt by a Service Provider to influence the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- 30.3 Notwithstanding ITSP 30.2, from the time of Proposal opening to the time of Contract award, if any Service Provider wishes to contact the Client on any matter related to the bidding process, it should do so in writing.

- 31. Clarification of Proposals**
- 31.1 To assist in the examination, evaluation, and comparison of the Technical and Financial Proposals, and qualification of the Service Providers, the Client may, at its discretion, ask any Service Provider for a clarification of its Proposal. Any clarification submitted by a Service Provider that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing. No change in the Technical Proposal or prices in the Financial Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Proposals, in accordance with ITSP 39 or to the extent provided for in the relevant law/rule.
- 31.2 If a Service Provider does not provide clarifications of its Proposal by the date and time set in the Client's request for clarification, its Proposal may be rejected.
- 32. Deviations, Reservations, and Omissions**
- 32.1 During the evaluation of Proposals, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Request for Proposal Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Request for Proposal Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Request for Proposal Document.
- 33. Preliminary Examination of Technical Proposals**
- 33.1 The Client shall examine the Technical Proposal to confirm that all documents and technical documentation referenced in ITSP Sub-Clause 14.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the Proposal shall be rejected.
- 33.2 The Client shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.
- (a) Technical Proposal Submission Form;
 - (b) Written confirmation of authorization/power of attorney to commit the Service Provider;
 - (c) An affidavit of Integrity Pact;
 - (d) An affidavit of Proposal Security, if applicable; and
 - (e) Submission of documents in accordance with ITSP 17 to 19.
- 34. Responsiveness of Technical Proposals**
- 34.1 The responsiveness of Proposal will be determined based on the criteria provided under Clause 1.1 of **Section III (Evaluation and Qualification Criteria)** of Request for Proposal Document.
- 34.2 Further, a substantially responsive Technical Proposal is one that meets the requirements of the Request for Proposal Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
- (i) affect in any substantial way the scope, quality, or performance of the Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Request for Proposal Document, the Client's rights or the Service Provider's obligations under the proposed Contract; or
 - (iii) if rectified, would unfairly affect the competitive position of other Service Providers presenting substantially responsive Proposals.
- 34.3 If a Proposal is not substantially responsive to the requirements of the Request for Proposal Document, it shall be rejected by the Client and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 35. Nonmaterial Nonconformities**
- 35.1 Provided that a Proposal is substantially responsive, the Client may waive any nonconformity in the Proposal that does not constitute a material deviation, reservation or omission.
- 35.2 Provided that a Proposal is substantially responsive, the Client may request that the Service Provider to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Proposal. Failure of the Service Provider to comply with the request may result in the rejection of its Proposal.
- 36. Evaluation of Proposals**
- 36.1 A substantially responsive Proposal pursuant to ITSP 34 will be put to detailed technical evaluation in accordance with ITSP 37. The proposal obtaining minimum qualifying score in accordance with criteria stipulated under Clause 1.2 of **Section III (Evaluation and Qualification Criteria)** will be qualified for opening and evaluation of Financial Proposal. The results of both technical evaluation and financial evaluation will be put in the formula stipulated under ITSP Clause 36.4 to determine Evaluated Proposal Score (B) for each particular Proposal. The Proposal with the highest Evaluated Proposal Score (B) among responsive and technically qualified Proposals will be termed as Lowest Evaluated Proposal and will be qualified for award of Contract.
- 36.2 The Client shall use the criteria and methodologies indicated in ITSP 36 to ITSP 43. No other evaluation criteria or methodologies shall be permitted.
- 36.3 The assessment of financial prices will be undertaken in accordance with ITSP 20.
- 36.4 An Evaluated Proposal Score (B) will be calculated for each substantially responsive and technically qualified Proposals using the following formula below:

$$B \equiv \frac{P_{low}}{P} X + \frac{T}{T_{high}} (100 - X)$$

Where:

- P low = The lowest of all Evaluated Proposal Prices among substantially responsive and technically qualified Proposals
- P = Evaluated Proposal Price for a particular Proposal
- T = The total Technical Score awarded to a particular Proposal
- T high = The total Technical Score achieved by the Proposal that was scored highest among all responsive Proposals
- X = Points weighting (out of 100) for the Price factor as specified in the **DS**.

- 37. Evaluation of Technical Proposals**
- 37.1 The Client will carry out a detailed technical evaluation of the Proposals not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Request for Proposal Document. In order to reach such a determination, the Client will examine and compare the technical aspects of the Proposals on the basis of the information supplied by the Service Providers.
- 37.2 The methodology stipulated under Clause 1.2 of **Section III (Evaluation and Qualification Criteria)** will be followed for detailed evaluation of Technical Proposals.
- 38. Eligibility and Qualification of the Service Provider**
- 38.1 The eligibility and qualification of the Service Provider to perform the Contract will be determined as part of responsiveness of the Proposal in accordance with ITSP Sub-Clause 34.1 above.
- 38.2 The Client shall determine to its satisfaction during determination of substantial responsiveness of Technical Proposals whether a Service Provider meets the eligibility and qualifying criteria specified in **Section III (Evaluation and Qualification Criteria)**.
- 38.3 The determination shall be based upon an examination of the documentary evidence of the Service Provider's qualifications submitted by the Service Provider, pursuant to ITSP 18.
- 39. Correction of Arithmetical Errors**
- 39.1 During the evaluation of Financial Proposals, the Client shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Client there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or subtotal shall be corrected.
- (b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.

- 39.2 If the Service Provider that submitted the Lowest Evaluated Proposal does not accept the correction of errors, its Proposal shall be rejected and Proposal Security shall be forfeited.
- 40. Conversion to Single Currency** 40.1 All the Service Providers as required to quote their Financial Proposal in Pak Rupees only.
- 41. Margin of Preference** 41.1 Unless otherwise specified in the **DS**, no margin of preference shall apply.
- 42. Evaluation of Financial Proposals** 42.1 The Financial Proposal of substantially responsive and technically qualified Service Providers will be opened and evaluated.
- 42.2 The Evaluated Proposal Price (P) for each proposal will be determined as the sum of the Adjusted Proposal Price (AP) plus the Recurrent Costs (R); where the Adjusted Proposal Price (AP) is determined as:
- (a) the price of the Design, Development and Deployment of Solar Park offered by the Service Provider, in accordance with ITSP 20.5.
 - (b) With adjustments for:
 - (i) Corrections to errors in arithmetic, in accordance with ITSP 39.
 - (c) The Recurrent Costs (R) will be added to the total costs.
- 43. Comparison of Proposals** 43.1 The Client will determine and compare the Evaluated Proposal Score (B) of substantially responsive and technically qualified Proposals in accordance with ITSP 36.4 to determine the Lowest Evaluated Proposal.
- 44. Client's Right to Accept Any Proposal, and to Reject Any or All Proposals** 44.1 The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Service Providers. In case of annulment, all Proposals submitted and specifically, Proposal securities, shall be promptly returned to the Service Providers.

F. Award of Contract

- 45. Client's Right to Vary Quantities at Time of Award** 45.1 The Client reserves the right at the time of Contract award to increase or decrease, by the percentage(s) indicated in the **DS**.
- 46. Award Criteria** 46.1 The Client shall award the Contract to the Service Provider whose offer has been determined to be the Lowest Evaluated Proposal.
- 47. Notification of Award** 47.1 Prior to the expiration of the period of Proposal validity, the Client shall notify the successful Service Provider, in writing, that its Proposal has been accepted by issuing Letter of Acceptance.
- 47.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 48. Signing of Contract** 48.1 Promptly upon notification, the Client shall send the successful Service Provider the Contract Agreement.

49. Performance Security

- 48.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Service Provider shall sign, date, and return the Contract Agreement to the Client.
- 49.1 Within twenty-eight (28) days of the receipt of notification of award from the Client, the successful Service Provider shall furnish the performance security in accordance with the Service Provider Agreement, using for that purpose the Performance Security Form included in Section VI, or another form acceptable to the Client.
- 49.2 Failure of the successful Service Provider to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security. In that event the Client may award the Contract to the next Lowest Evaluated Service Provider and so on.

Section II. Data Sheet

This section consists of provisions that are specific to procurement and supplement the information or requirements included in Section I (Instructions to Service Providers). In the event of conflict, the provisions contained herein shall supersede.

A. General

ITSP 1.1	<p>The Client is: TransPeshawar (The Urban Mobility Company)</p> <p>The name of procurement: Establishment of Solar Park (1 MW) at BRT Depot, Chamkani</p> <p>Procurement No: TPC/OPS/OCB/Solar-Park/2024-25/009</p>
ITSP 4.1	<p>The Service Provider must be an Association of Persons (AoP) or company incorporated in Pakistan and registered with Registrar of Firms or Security and Exchange Commission of Pakistan (SECP). Joint ventures are not allowed.</p>
ITSP 4.5	<p>Apart from above stipulated under ITB 4.1, the Service Provider shall be/shall:</p> <ul style="list-style-type: none"> i. Have a valid license of Pakistan Engineering Council (PEC) in the category C-4 or above with EE-11 Code of Specialization. ii. Registered with FBR for income and sales tax and reflected on Active Tax Payer List; iii. Registered with KPRA for sales tax on services; iv. Registered with Alternative Energy Development Board in ARE-V1/C-1 for net metering; v. As a minimum, the Service Provider's net worth for the last year calculated as the difference between total assets and total liabilities shall be positive. vi. Minimum average annual turnover (business) of PKR. 300 million calculated from submitted financial statements of last three (03) years (2021-23). vii. Successfully or substantially completed (at least 70% or above) at least one contract of similar nature, within last five (05) years (2019-24), having capacity of 1MW or above. viii. not be blacklisted by any federal or provincial public entity in Pakistan.

B. Contents of Request for Proposal Document

ITSP 10.1	<p>For clarification purposes only, the Client's address is:</p> <p>Attention: CEO TransPeshawar TransPeshawar (The Urban Mobility Company) First Floor KPUMA Building, Near Main BRT Depot GT Road Chamkani, Peshawar, KPK Pakistan</p>
------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	Original Proposal Security shall in PKR to the amount of 2 % of the Financial Proposal Price (written in Financial Proposal Submission Form). Additionally, the service provider shall submit an Affidavit in Technical Proposal stating that 2% proposal security has been placed in Financial Proposal, without indicating the amount. Absence of an affidavit in Technical Proposal shall lead to rejection of proposal.
ITSP 24.1	In addition to the original, the Service Provider shall provide two copies of the Technical Proposal.
ITSP 24.2	The written confirmation of authorization to sign on behalf of the Service Provider shall consist of: Power of attorney/Authority to Submit Proposal on the format as provided for in Section IV (Standard Forms) specifying the representative's authority to sign the Proposal for and on behalf of, and to legally bind, the Service Provider.

D. Submission and Opening of Proposals

ITSP 25.1	Service Providers will not have the option of submitting their Proposals electronically.
ITSP 25.1 (d) & 26.1	For Proposal submission purposes only, the Client's address is: TransPeshawar (The Urban Mobility Company) First Floor KPUMA Building, Near Main BRT Depot GT Road Chamkani, Peshawar, KPK Pakistan The deadline for Proposal submission is Date: December 23, 2024 Time: 11:30 AM (PST)
ITSP 29.1	The Proposal opening of Technical Proposals shall take place at: TransPeshawar (The Urban Mobility Company) First Floor KPUMA Building, Near Main BRT Depot GT Road Chamkani, Peshawar, KPK Pakistan Date: December 23, 2024 Time: 11:45 AM (PST)

E. Evaluation and Comparison of Proposals

ITSP 36.4	The Price factor is: 30
ITSP 41.1	A margin of preference shall not apply.
ITSP 45	The Client reserves the right to vary the quantities in Section V (Schedule of Requirements) by plus or minus fifteen percent (15%).

Section III: Evaluation and Qualification Criteria

This Section contains all the criteria that the Client shall use to evaluate proposals and qualify Service Provider. No other methods, criteria and factors shall be used except the one stipulated in Request for Proposal documents. The Service Provider shall provide all the information requested in the forms included in Section IV (Standard Forms).

Table of Criteria

1.	Evaluation	3-2
	1.1 Responsiveness of Proposal	3-1
	1.2 Technical Evaluation	3-2
2.	Qualification.....	3-5
	2.1 Eligibility.....	3-5
	2.1.1 Incorporation	3-5
	2.1.2 Nationality	3-5
	2.1.3 Conflict of Interest	3-5
	2.1.4 Registration with Tax Bodies	3-5
	2.1.5 Non-blacklisting.....	3-5
	2.2 Financial Situation.....	3-6
	2.2.1 Historical Financial Performance	3-6
	2.2.2 Average Annual Turnover (Business).....	3-6
	2.3 Experience	3-7
	2.3.1 Contracts of Similar Size and Nature.....	3-7

1. Evaluation

1.1 Responsiveness of Proposals

1.1.1 The responsiveness of each proposal will be determined by meeting the criteria as stipulated below pursuant to ITSP Clause 34:

- (a) The submitted proposal is complete in accordance with ITSP Clause 33 of Request for Proposal Document;
- (b) The Service Provider meets the Eligibility and Qualification Requirements outlined in Part 2 of this Section III in accordance with ITSP Clause 4, 5, 17, and 18.

1.1.2 Only responsive Proposals will be considered for technical evaluation.

1.2 Technical Evaluation

1.2.1 Total Technical Score is 100 marks. Minimum seventy (70) marks in technical assessment are mandatory for the Proposal to be technically qualified. Additionally, 70% marks against each technical parameter are also mandatory. Financial Proposal of only technically qualified Service Provider will be opened.

1.2.2 70:30 weightage will be given to technical and financial proposals respectively. Technical Marks will be assigned as per table below. In assigning marks across the criteria relative comparison of submitted proposal will also be considered. Evaluated Proposal Score and Lowest Evaluated Proposal will be determined in accordance with ITSP 36.1 and 36.4 respectively. Lowest Evaluated Proposal will be qualified for award of Contract.

S#	Technical Parameters	Maximum Marks	Minimum Passing %age	Submission Requirements
i	Conceptual Design, Design Criteria and Technical Details	30	70%	Form Tech-1
a	Conceptual Design, Design Criteria and Technical Details consists of six (06) parameters/responses. Each response carry five (05) Marks at max.			
ii	Equipment and Certification of Proposed System	30	70%	Form Tech-2
a	Equipment and Certification of Proposed System consists of three (03) parameters/responses. Each response carry ten (10) Marks at max.			
iii	Project Management Plan/Implementation Strategy	15	70%	Form Tech-3
a	Project Management Plan consists of six (06) parameters/responses. Each response carry 2.5 Marks at max.			
iv	Key Personnel	25	70%	Form PER-1 & PER-2
Total Marks		100	70%	

1.2.3 The allocation of marks is detailed below:

i. Conceptual Design, Design Criteria and Technical Details (Form Tech 1)

Maximum 30 marks will be allocated based on degree to which the Technical Proposal responds the mandatory requirements of conceptual design, design criteria and technical details outlining the features, functions and performance characteristics of the system in line with Section-V, "Schedule of Requirements". The bidder shall provide the information by responding to Form Tech 1 as provided Section-IV, "Standard Forms".

- a) Four (04) Marks will be awarded if the Service Provider response meets to the requirements as stipulated in Section-V, "Schedule of Requirements" using Form Tech 1 regarding conceptual design, design criteria and technical details. Additional one (01) Marks will be awarded if Service Provider's response meets and exceeds the requirements stipulated under Section-V, "Schedule of Requirements" regarding conceptual design, design criteria and technical details by responding Form Tech 1. Zero (0) Marks will be awarded if the Service Provider failed to respond to the requirements of conceptual design, design criteria and technical details as stipulated in Section-V, "Schedule of Requirements".

ii. Equipment and Certification of Proposed System (Form Tech 2)

Maximum 30 marks will be allocated based on degree to which the Technical Proposal responds the mandatory requirements of Equipment and Certification in line with Section-V, "Schedule of Requirements". The Service Provider shall provide the information by responding to Form Tech 2 as provided Section-IV, "Standard Forms".

- a) Eight (08) Mark will be awarded against each response if the Service Provider response meets to the requirements as stipulated in Section-V, "Schedule of Requirements" using Form Tech 2 regarding Equipment and Certification of Proposed System. Additional two (02) Marks will be awarded if Service Provider's response meets and exceeds the requirements stipulated under Section-V, "Schedule of Requirements" regarding Equipment and Certification by responding Form Tech 2. Zero (0) Marks will be awarded against the response if the Service Provider response failed to meet the requirements as stipulated in Section-V, "Schedule of Requirements" regarding Equipment and Certification of Proposed System.

iii. Project Management Plan (Implementation Strategy) (Form Tech 3)

Maximum 15 shall be awarded for the project management plan/implementation strategy that is comprised of the information required under Form Tech 3 in line with Section-V, "Schedule of Requirements" keeping in view the international standard for project management.

- a. (2.5) Marks will be awarded if the Service Provider response meets the requirements as stipulated in Section-V, "Schedule of Requirements" using Form Tech 3 regarding Project Management Plan/Implementation Strategy. Zero (0) Mark will be awarded if the Service Provider response failed to meet the requirements of Project Management Plan/Implementation Strategy as stipulated in Section-V, "Schedule of Requirements".

iv. Key Personnel

Maximum twenty-five (25) marks will be awarded against the key personnel stipulated under Section V. The Marks allocated against each key personnel will be based on the

qualification, professional experience and relevancy with the task for the assignment under Section-V. The bidder shall provide the information in relevant Standard Form in Section IV. The distribution of marks to assess the capability of each key personnel is as under;

a. Qualification and Certification (Maximum Marks 25)

Bachelor in relevant field (15 Marks) and Master or PhD in relevant field (20 Marks). Five marks will be given if the proposed resource has relevant technical certification.

b. General Work Experience (Any Project) (Maximum Marks 30)

20 Marks if the minimum number of years has been met, up to 30 Marks for additional work experience. 2 Marks will be allocated for each additional year over minimum number of years required.

c. Similar Work Experience (Solar Project) relevant to position proposed (Maximum Marks 45)

35 Marks if the minimum number of years has been met, up to 45 Marks for additional work experience. 2 Marks will be allocated for each additional year over minimum number of years required.

d. The total twenty-five (25) marks, positions and minimum qualification and experience requirements are elaborated below:

S#	Name of Position	Number	Minimum Requirement		
			Relevant Qualification	General Experience	Specific Experience (Solar)
1.	Project Manager	01	BS/BSc. (Electrical)	15	05
2.	Coordination Engineer	01	BS/BSc (civil/electrical/mechanical)	08	05
3.	Site Engineers-I	01	BS/BSc (Civil)	05	03
4.	Site Engineers-II	01	BS/BSc (Electrical)	05	03

Sr.	Key Resource	Quantity	Max. Marks Each
1.	Project Manager	01	12
2.	Coordination Engineer	01	08
3.	Site Engineers-I	01	2.5
4.	Site Engineers-II	01	2.5

2. Qualification

2.1 Eligibility

Criteria	Compliance Requirements				Documents
	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Requirement					

2.1.1 Incorporation

Company or Firm incorporated/registered in Pakistan with Registrar of Firms or Security and Exchange Commission of Pakistan (SECP).	Must meet requirement	Not applicable	Not applicable	Not applicable	Form ELI - 1 with attachments
Registered with Alternative Energy Development Board ARE-V1/C-1	Must meet requirement	Not applicable	Not applicable	Not applicable	Form ELI - 1 with attachments
Registered with Pakistan Engineering Council (PEC) in category C-4 with EE-11 code of specialization.	Must meet requirement	Not applicable	Not applicable	Not applicable	Form ELI - 1 with attachments

2.1.2 Nationality

Nationality of Pakistan	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form ELI - 1 with attachments
-------------------------	-----------------------	----------------	-----------------------	----------------	-------------------------------

2.1.3 Conflict of Interest

No conflicts of interest.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Technical Proposal Submission Form
---------------------------	-----------------------	----------------	-----------------------	----------------	------------------------------------

2.1.4 Registration with Tax Bodies

Registered with FBR for income and sales tax and reflected on active taxpayer list and Registered with KPRA for sales tax on services.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Relevant certificates attached with Form ELI - 1
----------------------------------------------------------------------------------------------------------------------------------------	-----------------------	----------------	-----------------------	----------------	--------------------------------------------------

2.1.5 Non-Blacklisting

Not blacklisted by any federal or provincial public entity in Pakistan.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Self-declaration to the effect on stamp paper duly notarized by notary public attached with Form ELI - 1
-------------------------------------------------------------------------	-----------------------	----------------	-----------------------	----------------	----------------------------------------------------------------------------------------------------------

2.2 Financial Situation

2.2.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements for the last three (03) years (2021-23) to demonstrate the current soundness of the Service Provider's financial position. As a minimum, the Service Provider's net worth for the last year calculated as the difference between total assets and total liabilities shall be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN - 1 with attachments

2.2.2 Average Annual Turnover (Business)

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of PKR. 200 million calculated from submitted Financial Statements of last three (03) years.	Must meet requirement	Must meet requirement	must meet 15% of the requirement	must meet 30%of the requirement	Form FIN – 2 along with attachment

2.3 Experience

2.3.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
A) Successfully or substantially completed (at least 70% or above) at least one contract of similar nature, within last five (05) years (2019-24) having capacity of 1MW or above B) The similarity of the contract shall be based on design, procurement, deployment, testing and commissioning of Solar System (1MW or above)	Must meet requirement	Must meet requirement	Not applicable	Must meet requirement	Form EXP - 1

Section IV: Standard Forms

Table of Forms

Content of Technical and Financial Proposal.....	4-2
Technical Proposal Submission Form	4-3
Financial Proposal Submission Form	4-4
Power of Attorney/Authority to Submit Proposal	4-5
Affidavit of Integrity Pact	4-6
Proposal Security (Bank Guarantee).....	4-7
FORM TECH 1- Conceptual Engineering Design.....	4-8
FORM TECH 2- Equipment and Certification of the Proposed System	4-10
FORM TECH 3- Project Management Plan/Implementation Strategy	4-11
PER 1- Proposed Key Personnel	4-13
PER 2- Curriculum Vitae of Proposed Key Personnel	4-14
Schedule-1. Design, Development, Deployment, Testing and Commissioning of the System (Solar Park)	4-16
Schedule-1A. Detailed Breakup for Design, Development, Deployment, Testing and Commissioning of the System (Solar Park)	4-17
Schedule-2. Recurring Cost of the System (Operation and Maintenance of Solar Park at BRT Depot, Chamkani)	4-19
Schedule-3. Grand Summary Cost	4-20
Service Provider's Eligibility and Qualification	4-21
Form ELI – 1: Bidder's Information Sheet.....	4-22
Form FIN – 1: Historical Financial Performance	4-23
Form FIN – 2: Average Annual Turnover(Business).....	4-24
Form EXP – 1: Contracts of Similar Size and Nature	4-25

TABLE-1. CONTENTS OF TECHNICAL PROPOSAL

Order	Document Number and Information Required	Check (Y/N)	Page No.
A	Proposal Submission		
1.	Technical Proposal Submission Form		
2.	Response to FORM TECH 1- Conceptual Design, Design Criteria and Technical Details		
3.	Response to FORM TECH 2- Equipment and Certification of the Proposed System		
4.	Response to FORM TECH 3- Project Management Plan/Implementation Strategy		
5.	FORM PER 1- Proposed Key Personnel		
6.	FORM PER 2- Curriculum Vitae of Proposed Key Personnel		
7.	Power of Attorney/ Authority to Submit Proposal		
8.	Affidavit of Integrity Pact		
9.	Affidavit of Proposal Security		
B	Eligibility and Qualification of the Service Provider		
10.	Form ELI-1: Service Provider's Information Sheet along with attachments		
11.	Form FIN-1: Historical Financial Performance along with attachments		
12.	Form FIN-2: Average Annual Turnover (Business) along with attachments		
13.	Form EXP-1: Contracts of a Similar Size and Nature along with attachments		

TABLE-2. CONTENTS OF FINANCIAL PROPOSAL

Order	Document Number and Information Required	Check (Y/N)	Page No.
1.	Financial Proposal Submission Form		
2.	Original Proposal Security		
3.	Schedule-1. Design, Development, Deployment, Testing and Commissioning of the System (Solar Park)		
4.	Schedule-2. Recurring Cost of the System (Operation and Maintenance of Solar Park at BRT Chamkani Depot)		
5.	Schedule-3. Grand Summary Cost		

TECHNICAL PROPOSAL SUBMISSION FORM

Note-

The Service Provider must accomplish the Technical Proposal Submission Form on its letterhead clearly showing the Service Provider's complete name and address.

Date:

Ref No.:

To:

Chief Executive Officer (CEO), TransPeshawar,
First Floor, KPUMA Building,
Main BRT Depot, Near NHA Complex,
Chamkani, Peshawar.

Dear Sir,

We, the undersigned, offer to provide the services for **“Establishment of Solar Park at BRT Depot, Chamkani”** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of **180** days from deadline for submission of Proposal in accordance with Request for Proposal Documents, and it shall remain binding upon us and shall be accepted at any time before the expiration of that period;

We hereby certify that the System offered in this Proposal comply with the eligibility requirements as stipulated under 5.1 of the Request for Proposal;

We do not have any conflict of interest in accordance with Request for Proposal Document.

We agree to permit the Client to inspect our accounts and records and other documents relating to the Proposal submission.

We understand you are not bound to accept any Proposal you may receive.

Your Sincerely,

Name of Authorized Representative/signatory to proposal

Designation

Sign

Name of company

Stamp of Service Provider

Date

FINANCIAL PROPOSAL SUBMISSION FORM

The Service Provider must accomplish the Financial Proposal Submission Form on its letterhead clearly showing the Service Provider's complete name and address.

Date:

Ref No.:

To:

Chief Executive Officer (CEO), TransPeshawar,
First Floor, KPUMA Building,
Main BRT Depot, Near NHA Complex,
Chamkani, Peshawar.

Dear Sir:

We, the undersigned, offer to provide the services for **“Establishment of Solar Park at BRT Depot, Chamkani”** accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures]* inclusive of all applicable taxes, the financial proposal price.

We hereby certify on behalf of the Service Provider and myself that information provided in the Technical and Financial Proposals (collectively “Proposals”) submitted by us for **“Establishment of Solar Park at BRT Depot, Chamkani”** is true, correct and accurate to the best of our knowledge and belief. We further certify that (i) the Proposals have been prepared and submitted in compliance with the terms and conditions set forth in the RFP document (ii) we have not taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive practice and is not subject to any conflict of interest as defined in the RFP document; and (iii) we agree to allow the Client, at its option, to inspect and audit all accounts, related documents, and records relating to the Proposals and, if we are engaged, to the ensuing contract.

We certify that neither the Service Provider nor an expert nominated in this Proposals has been sanctioned by any federal or provincial public office.

We further certify that, if we are selected to undertake services, we shall carry out such services in continuing compliance with the terms and conditions of the *contact*.

We understand you are not bound to accept any Proposal you receive.

Your Sincerely,

Name of Authorized Representative/signatory to proposal

Designation

Sign

Name of company

Stamp of Service Provider

Date

Power of Attorney/ Authority to submit Proposal

(To be submitted by the Service Provider on Stamp Paper of PKR. 100 or above and duly notarized)

I/We, (Name of Legally Authorized Person Authorizing the Signatory to Proposal/In case of an AOP, name of all partners of the AOP), hereby depose and state that:

I/We am/are of legal age and a resident of Pakistan;

I am/We are (Position held by the Legally Authorized Person Authorizing the Signatory to Proposal/ partners) of (name of Company/AOP), a Company/AOP organized and existing under and by virtue of the laws of *Pakistan*;

At a regular/special meeting of the Board of Directors of the Company, held on (date) at (place), in which meeting a quorum was present and acting throughout, the following resolutions were unanimously passed and approved (In case the service provider is a Company)/We undertake that (In case the Service Provide is an AOP):

1. That (name of company/AOP) be, and is, authorized to participate in the Bidding Process and to submit proposal for **Establishment of Solar Park at BRT Depot, Chamkani**;
2. That (name of Representative/signatory to proposal) be and is hereby appointed as the authorized representative of the Service Provider during the Bidding Process, authorized to submit proposal, execute, sign, and receive documents/contract for, and otherwise act for and on behalf of the Service Provider; and
3. That any and all acts done and/or performed by (name of Representative/signatory to proposal) under and by virtue of this resolution be, as they are hereby, confirmed and ratified.

These resolutions have not been revoked, amended or modified and remain valid and binding on the Service Provider;

That the above resolutions are in accordance with the records of the Service Provider.

Name of Legally Authorized Person Authorizing the Signatory to Proposal/ (In case of an AOP, name of all partners of the AOP)

Designation

Signed and Stamp (In case of an AOP, signed by all partners of the AOP)

For and on behalf of (Name of company/AOP)

Date:

**Affidavit of Integrity Pact
Establishment of Solar Park at BRT Depot, Chamkani**

(To be submitted by the Service Provider on Stamp Paper of PKR. 100 or above and duly notarized)

**DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC. PAYABLE BY THE
SERVICE PROVIDER**

[Name of Service Provider] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of KPK (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoKP) through any corrupt and fraudulent business practice.

Without limiting the generality of the foregoing, [Name of Service Provider] 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, service provider, 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 including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

[Name of Service Provider] 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 GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Service Provider] 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 right and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [Name of Service Provider] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt and fraudulent business practices and further pay compensation to GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Service Provider] 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 GoKP.

Signature & Stamp of Service Provider

Subscribed and sworn to me this _____ day of _____ 2024

**Proposal Security
Bank Guarantee**

*[Bank's name, and address of issuing branch or office]*¹

Beneficiary: *[Name and address of the Client]* [hereinafter called the Client]

Date:

Proposal Security No.:

We have been informed that *[name of the Service Provider]* (hereinafter called "the Service Provider") has submitted to you its Proposal dated *[please specify]* (hereinafter called "the Proposal") for the execution of "**Establishment of Solar Park at BRT Depot, Chamkani**" under Request for Proposal document No. *[please specify]* ("the RFP document").

Furthermore, we understand that, according to your conditions, the Proposal must be supported by a proposal guarantee.

At the request of the Service Provider, we *[name of bank]* hereby irrevocably and unconditionally undertake to pay you any sum or sums not exceeding in total an amount of PKR.*[amount in words]* *[amount in figures]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Service Provider is in breach of its obligation(s) under the Request for Proposal document conditions, because the Service Provider

- (a) has withdrawn the Proposal during the period of proposal validity as specified in Request for Proposal document; or
- (b) does not accept the correction of errors in accordance with the Instructions to Service Providers (hereinafter "the ITSP"); or
- (c) having been notified of the acceptance of its Proposal by the Client during the period of proposal validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with Request for Proposal document/contact agreement.

This guarantee will expire (a) if the Service Provider is the successful Service Provider, upon our receipt of copies of the Contract Agreement signed by the Service Provider and the Performance Security issued to you in accordance with the instruction of the Service Provider; or (b) if the Service Provider is not the successful Service Provider, upon the earlier of (i) our receipt of a copy of your notification to the Service Provider of the name of the successful Service Provider, or (ii) 28 days after the expiration of the Proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date or the date as extended.

[Authorized signature(s) and bank's seal (where appropriate)]

¹ All italicized text is for use in preparing this form and shall be deleted from the final document.

FORM TECH 1 CONCEPTUAL DESIGN, DESIGN CRITERIA AND TECHNICAL DETAILS

The Service Provider shall define high-level architecture and functionality of the solar system in line with Schedule-V, "Schedule of Requirements" by submitting Form Tech 1. The Form TECH-1 shall be a maximum of 150 pages.

1. Understanding regarding core requirements, activities, constraints, objectives and goal of the project. Map out various components and features that will be required for successful development, testing, deployment, Operation and Maintenance of solar system in line with Section V, "Schedule of Requirements".

[Fill in the box. Use additional pages as necessary. All relevant responses to this item must appear here. If a key portion of the response also appears in a different section of your submission, reproduce it here as well, avoid incorporation by reference.]

Understanding regarding scope of Services, including the specific features, functions, and capabilities that the system will need to include. Overall understanding of scope.

2. Conceptual Design of Mounting Structure

[Fill in the box. Use additional pages as necessary. All relevant responses to this item must appear here. If a key portion of the response also appears in a different section of your submission, reproduce it here as well, avoid incorporation by reference.]

The Service Provider shall provide conceptual design of mounting structure (3D or video visualized) along with solar panel tilt and azimuth angles. The title angel of the mounting structure should be carefully selected to obtain maximum solar energy production while ensuring the structure integrity.

3. Complete Plant Electrical Design.

[Fill in the box. Use additional pages as necessary. All relevant responses to this item must appear here. If a key portion of the response also appears in a different section of your submission, reproduce it here as well, avoid incorporation by reference.]

The contractor must provide a detailed electrical design layout for the solar power system, including the total number of solar panels and inverters. The design should specify the number of strings and their connectivity to the inverters, including the number of strings entering each MPPT. Additionally, the layout must clearly illustrate the wiring from the PV panels to the inverters and the electrical system, with all safety features such as earthing, protection devices, and surge arrestors properly integrated and shown in relation to the solar system. The design must be thorough and adhere to industry standards to ensure the safe and efficient operation of the solar power system

4. Solar Energy Production Estimation Requirements.

[Fill in the box. Use additional pages as necessary. All relevant responses to this item must appear here. If a key portion of the response also appears in a different section of your submission, reproduce it here as well, avoid incorporation by reference.]

Provide an estimate of the annual energy production for a 1 MW solar power system, including a monthly breakdown of expected solar output. Ensure that the projections are accurate within $\pm 10\%$. How will you enable a thorough comparison between the solar energy generated and our monthly energy consumption to evaluate potential savings from the solar installation?

5. List of Equipment and BOQ

[Fill in the box. Use additional pages as necessary. All relevant responses to this item must appear here. If a key portion of the response also appears in a different section of your submission, reproduce it here as well, avoid incorporation by reference.]

The list provided in the Request for Proposal document is indicative and not exhaustive. It is responsibility of the Service Provider to assess complete requirement of the Client and provide a complete/ detailed/ comprehensive list of items/equipment and BoQ for successful deployment and operation of the System.

6. Elaborate the following with respect to “Schedule of Requirements”:

- (i) Design standards and codes to be adhered;
- (ii) Compliance and safety of the System;
- (iii) Adoptability and flexibility of the System with existing electrical system/installation;
- (iv) Regulatory compliance and sustainability;
- (v) Overall, conformity of design, design criteria and technical details with “Schedule of Requirements.

[Fill in the box. Use additional pages as necessary. All relevant responses to this item must appear here. If a key portion of the response also appears in a different section of your submission, reproduce it here as well, avoid incorporation by reference.]

FORM TECH 2
Equipment and Certification of the Proposed System

This section shall not be longer than 150 pages. The Service Provider shall specifically describe the quality and features of the equipment, their functions, certification, life cycle cost etc. to improve efficiency, reduce costs, and enhance quality.

1. Equipment Specification, Brands and Performance:

[Fill in the box. Use additional pages as necessary. All relevant responses to this item must appear here. If a key portion of the response also appears in a different section of your submission, reproduce it here as well, avoid incorporation by reference.]

The Service Provider shall provide detailed list of items/equipment/components of the complete System and elaborate the specification, proposed brand and performance in one-to-one correspondence with Schedule of Requirements.

2. Cost Recovery Analysis and Life Cycle Cost impact:

[Fill in the box. Use additional pages as necessary. All relevant responses to this item must appear here. If a key portion of the response also appears in a different section of your submission, reproduce it here as well, avoid incorporation by reference.]

3. Service Provider Partnership and Certifications

[Fill in the box. Use additional pages as necessary. All relevant responses to this item must appear here. If a key portion of the response also appears in a different section of your submission, reproduce it here as well, avoid incorporation by reference.]

FORM TECH 3
PROJECT MANAGEMENT PLAN
(Implementation Strategy)

The Service Provider shall demonstrate over management of scope, schedule, cost, quality, resource, communication, risk, procurement and stakeholders and their integration to develop a Project Management Plan. The Project Management Plan should not be longer than 150 pages.

1. Method of Performing the Services

[Fill in the box. Use additional pages as necessary. All relevant responses to this item must appear here. If a key portion of the response also appears in a different section of your submission, reproduce it here as well, avoid incorporation by reference.]

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

- i. The sequence and methods in which he proposes to carry out the Services, including the number of shifts per day and hours per shift, he expects to the Services.
- ii. A list of all major items of constructional and erection plant, tools and vehicles proposed to be used in carrying out the Works at Site, including number of each kind, make, type, capacity of all equipment, machinery, working condition, which shall be deployed by him for Civil Work and Erection, Testing and Commissioning of the System, in sufficient detail to demonstrate fully that the System will meet all the requirements of the Technical Provisions.
- iii. The procedure for installation of the System and transportation of equipment and materials to the site.
- iv. Details regarding mobilisation, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
- v. Organisation chart indicating personnel involved in management, supervision and engineering of the Services to be done under the Contract.

2. Proposed Program

[Fill in the box. Use additional pages as necessary. All relevant responses to this item must appear here. If a key portion of the response also appears in a different section of your submission, reproduce it here as well, avoid incorporation by reference.]

The Service Provider shall provide a programme, in line with Schedule of Requirements, in a bar-chart/CPM/PERT form showing the sequence of work items by which he proposes to complete the work of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

3. With regard to quality management, the Service Provider shall describe how it will plan quality and how it will manage and control quality.

[Fill in the box. Use additional pages as necessary. All relevant responses to this item must appear here. If a key portion of the response also appears in a different section of your submission, reproduce it here as well, avoid incorporation by reference.]

Describe performance measurement system with regard to project and product meeting Key Performance Indicators (KPI) and of contractual obligations. Describe relevant test to be conducted for the system and overall quality assurance and control processes.

4. Proposed organization.

[Fill in the box. Use additional pages as necessary. All relevant responses to this item must appear here. If a key portion of the response also appears in a different section of your submission, reproduce it here as well, avoid incorporation by reference.]

The Service Provider shall list down key personnel involved in administration and execution of the Services during design, construction and operational phase together with their names, qualifications, experience, positions held and their nationalities.

5. With regard to operation and maintenance responsibilities, the service provider shall demonstrate on proposed organizational structure/regime to be adopted for maintenance, operation, repair, longer-term inspection, and rectification of identified defects including timeline and normal deterioration of the system.

[Fill in the box. Use additional pages as necessary. All relevant responses to this item must appear here. If a key portion of the response also appears in a different section of your submission, reproduce it here as well, avoid incorporation by reference.]

6. Monitoring System and Reports

[Fill in the box. Use additional pages as necessary. All relevant responses to this item must appear here. If a key portion of the response also appears in a different section of your submission, reproduce it here as well, avoid incorporation by reference.]

How the proposed system is responding to monitoring and reporting requirements of the System.

**FORM PER 1
PROPOSED KEY PERSONNEL**

Service Provider should provide the required information of proposed key personnel, as per requirement of Schedule of Requirement, in the Form provided as below

Name of Key Expert	Area of Expertise	Position Assigned	Task Assigned	Education / Degree (Year / Institution)	Professional Certification (Year/Institution)	No. of years of general experience	No. of years of specific experience	CV attached and signed (by expert)

**FORM PER 2
CURRICULUM VITAE OF PROPOSED KEY PERSONNEL**

The Service Provider shall provide all the information requested below. Use one form for each position.

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm/Company** [*Insert name of firm/company proposing the expert*]: _____

3. **Name of Expert** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Citizenship:** _____

5. **Education** [*Indicate college/university qualification and certification of expert, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership in Professional Associations and/or relevant certifications/diploma etc. since degree under 5:** _____

7. **Other Trainings** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Work Experience:** [Total experience differentiating both general and similar work experience in number of years]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: ____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p>[<i>List all tasks to be performed under this assignment</i>]</p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[<i>Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed in line 11.</i>]</p>
----------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

13. Certification:

I, the undersigned, certify to the best of my knowledge and belief that

- (i) this CV correctly describes my qualifications and my experience;
- (ii) I am not employed by the Client and I am not a close relative of any employee of the Client;
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and as per terms of the contract;
- (iv) I am committed to undertake the assignment within the validity of Proposal;
- (v) I am not part of the team who wrote the terms of reference for this assignment;
- (vi) I am not sanctioned (ineligible for engagement) by any federal or provincial institution of Pakistan.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of expert] *Day/Month/Year*

Full name of Expert: _____

Schedule-1:**Design, Development, Deployment, Testing and Commissioning of System (Solar Park)**

Item	Name of Services	Qty.	Amount in PKR inclusive of all Taxes)	Remarks
1.	Establishment of Solar Park (1 MW) at BRT Chamkani Depot in accordance with Schedule of Requirement, agreement, RFP/ Technical Proposal etc. of Bidder.	1		Detailed Breakup as carry forwarded from Schedule-1A.
	Total Prices: (for entry in Grand Summary Cost)			

Name of Service Provider	Authorized Representative/Signatory to Proposal:

Schedule-1A

Detailed Breakup for Design, Development, Deployment, Testing and Commissioning of System (Solar Park)

S.No	Description	Unit Price	Qty	UoM	Total Price	Sub Total
1.0	PV Modules & System					
1.1	Solar Module (585 Wp) or plus			Nos		
1.2	Inverter (Grid-Tied) KW			Nos		
1.3	PV-Genset Controller			Nos		
1.4	Cable for Interconnection (DC)			Meters		
1.5	DC Breakers for string protections			Nos		
2.0	AC Termination & Accessories					
2.1	LT Termination					
2.1.1	Secondary Comprehensive Protection Cabinet			Nos		
2.1.2	Low Voltage Switchgear Cabinet			Nos		
2.1.3	AC Combiner Breakers for MCCB			Nos		
2.1.4	AC Combiner Breakers for ACB			Nos		
3.0	Fabricated Items					
3.1	Mounting Structure			Job		
3.2	Cable Tray			No.		
3.3	Distribution Boxes			No.		
4.0	Cable & Accessories					
4.1	AC Cables for Inverter Interconnection xx sqmm,4 core, Armored			Meters		
4.2	AC Cable for Combined Output xx sqmm,4 Core, Armored			Meters		
4.3	Installation Material					
5.0	Earthing/ Grounding System					
5.1	Component Grounding Cable			PCS		
5.2	Grounding Pits & Cables			Nos		
5.2.1	Yellow Green Grounding Cable (xxmm ²) for Inverter Grounding			Meters		
5.2.4	Grounding Flat Iron Grounding Network for the plant Area, Power distribution Room, HV power Distribution room			Meters		
5.2.5	Earthing Poles GND Network & GND Electrode			Nos		

5.2.6	OT Copper Nose for Cables			Lot	
6	Any other items (hardware/software, tool etc) required as per agreement, technical proposal or for operation and maintenance of solar Park to meet the intended purposes				

Note: The list is indicative and not exhaustive. The Service Provider may add or remove item (s) as per requirement/design.

Schedule-2

Recurrent Cost (Operation and Maintenance of Solar Park at BRT Chamkani Depot)

Item	Recurrent Item	Monthly Service Payment in PKR per KWH produced (calculated as Percentage of KWH electricity unit rate notified by National Electric Power Regulatory Authority for the category of General Services classified in Category A-3a (66))	Number of KWH unit produced by solar Plant (the provided KWH are for the purpose of concluding bid only. Actual verified production of the plant shall be used for purpose of calculation of monthly service payment)	Total No. of Months	(R) Total Price in (PKR) (inclusive of all applicable taxes)
1.	Operation and Maintenance of Solar Park in accordance with Schedule of Requirements, agreement, RFP/ Technical Proposal etc. of Service Provider.	43.46 x% = -----	125,000 KWH	120	

Name of Service Provider	Authorized Representative/Signatory to Proposal:

Notes:

- Schedule No. 2 shall include costs of provision for all operation and maintenance services mentioned in the Contract Agreement/Schedule of Requirements.
- The prices against all items in Schedule No.2 shall be quoted inclusive of all applicable taxes.
- The prices against all items in Schedule No.2 shall be paid in accordance with Payment Calculation Schedule.

Schedule 3.
Grand Summary Cost

Table	Price Component	PKR Price
1.	Schedule No. 1: Design, Development, Deployment, Testing and Commissioning of Solar Park at BRT Chamkani Depot	
2.	Schedule No. 2: Recurrent Cost (Operation and Maintenance of Solar Park at BRT Chamkani Depot) (R)	
GRAND TOTALS to be carried forward to Financial Proposal Submission Form		

Name of Authorized Representative/signatory to proposal _____

Signature of of Authorized Representative/signatory to proposal _____

Service Provider's Eligibility and Qualification

To establish Service Provider's eligibility and qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Service Provider shall provide the following information requested in the corresponding Information Sheets/Forms.

Form ELI - 1: Service Provider's Information Sheet

Service Provider's Information	
Service Provider's legal Status (Firm/Company)	
Service Provider's Legal Name	
Service Provider's country of constitution	
Service Provider's year of constitution	
Service Provider's year of Registration with FBR (NTN & STRN) and KPRA	
Service Provider's year of Registration with PEC	
Service Provider's year of Registration AEDB	
Service Provider's legal address in country of constitution	
Service Provider's authorized representative/Signatory to Proposal <small>(name, address, telephone number(s), fax number(s), e-mail address)</small>	
<p>Attached are copies of the following documents:</p> <ol style="list-style-type: none"> 1. Certificate of registration/incorporation with Registrar of Firms or Security and Exchange Commission of Pakistan of the Firm or Company named above; 2. Authorization/Power of Attorney (on stamp paper duly notarized) to represent the firm or company named above, on Form provided in Section IV (Standard Forms) (Original); 3. Valid Registration with Alternative Energy Development Board; 4. Valid Certificate of Registration with Pakistan Engineering Council (PEC) in category-4 of above and with EE-11 code of specialization; 5. Certificate of Registration with FBR for income tax and Sales Tax (NTN &STRN) and reflected on active taxpayer list; 6. Certificate of Registration with KPRA for sales tax on services; 7. Non-blacklisting certificate on stamp paper dully notarized by notary public to the effect that company is not blacklisted by any federal or provincial public entity in Pakistan (original). 	

Form FIN - 1: Historical Financial Performance

Each Service Provider must fill out this form.

Financial Data for Previous three (03) Years		
Year: 2021	Year: 2022	Year: 2023

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA – TL			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

1. Attached are copies of financial statements (balance sheets including all related notes and income statements) for the last three (03) years, as indicated above, complying with the following conditions:

- Unless otherwise required by Section III of the Request for Proposal Document, all such documents reflect the financial situation of the legal entity or entities comprising the Service Provider and not the Service Provider’s parent companies, subsidiaries, or affiliates.
- Historical financial statements must be audited by external auditor approved by SECP.
- Historical financial statements must be complete, including all notes to the financial statements.
- Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Average Annual Turnover

Each Service Provider must fill out this form.

The information supplied should be the Annual Turnover of the Service Provider demonstrated through credible evidence.

Annual Turnover (Business) for the Last three (03) Years (2021, 22 & 23)			
Year	Amount with Currency	Exchange Rate if other than PKR	Amount in PKR
Average Annual Turnover			

Form EXP – 1: Contracts of Similar Nature

Fill out one (1) form per contract.

Each Service Provider must fill out this form.

Contract of Similar Size and Nature	
Contract No of	Contract Identification
Power Generation capacity from contract/project	
Award Date	Completion Date (if completed. In case of substantially completed (at least 70% or above) write percentage/value of completed work along with expected completion date)
Total Contract Amount	PKR.
Employer's name Address Telephone number Fax number E-mail	
Description of the Similarity in Accordance with Criterion 2.3.1 of Section III (Evaluation and Qualification Criteria)	
<input type="checkbox"/> Attached Letter of Award/Acceptance or contract agreement or any other credible record to substantiate information provided in Form EXP-1; <input type="checkbox"/> Attached Contract Completion Certificate of the relevant contract (if the contract is substantially completed attach anticipated completion certificate).	

SCHEDULE OF REQUIREMENTS

1. SOLAR PARK SYSTEM

TransPeshawar plan for grid-tied solar system having capacity of 1 MW (- 0.5 %) Solar Park for ZU Complex which includes KPUMA Building, Chamkani Depot, Zu Business Centre, and Chamkani Station. The Solar Park is planned to be established in Chamkani depot which has total approximate area of 110 Kanal. TransPeshawar plan to authorize Service Provider to establish Solar Park in Parking area of depot which has approximate area of 21 Kanal which are potential for solar generation (Layout attached as **Annex-1**). No installation will be allowed on roof top of Park & Ride Building, Workshop Building, rest area building or any other structure except if TPC allow.

In case of power availability from Grid, generate / produce electricity for consumption (in day time) and feed surplus electricity / units in main distribution system through 11 KV interconnection facility. However, in case outages of electricity, the Diesel Generator Set of an adequate capacity (included in the scope of requirement) shall be synchronized with Solar PV system, in order to make the system functional.

2. BACKGROUND AND ENERGY CONSUMPTION OF ZU COMPLEX

The ZU Ccomplex is comprised of facilities such as bus workshop, fueling station, washing plants, bus charging facilities, BRT Control Centre etc. Currently, average annually electricity consumption of the facility is 3,000,000 KWH, which is likely to be increased by operationalization of Zu Business Centre. The annual payment made to PESCO in the current financial year is PKR 200 million.

TransPeshawar requires 3 Megawatt hours for ZU Complex, however due to the restrictions of Net-metering by NEPRA, TPC tender out this RFP for 1 Megawatt.

TransPeshawar has dedicated 11-KV feeder from PESCO for ZU Complex with sanction load of 4.6 MW. The average monthly load shedding on this feeder for the last year is only 22 hours. The single line diagram of ZU Complex is attached as **Annex-2**. Typical 1-day hourly consumption of energy recorded from smart meter in June, 2023 at ZU Complex is attached as **Annex-3**.

Furthermore, TransPeshawar at its sole discretion, may utilise/ sale/ adjust the surplus electricity units elsewhere in the ZU Complex or outside ZU Complex (within BRT system or outside) with prior approval from NEPRA/ Distribution Company in accordance with Applicable Law.

3. OBJECTIVE OF SOLAR PARK

Objective of Solar Park is: -

- a) To mitigate the impact of Climate change which is causing serious environmental and public health problems, as well as meteorological phenomena, rising sea levels and changes in ecosystems. Using solar energy would reduce the demand and dependency on fossil fuels, thus limiting greenhouse gas emissions that harm the planet.
- b) To support protection of environment by generating clean and renewable energy in terms of reduction of carbon footprints and greenhouse gases for favourable impacts.
- c) To make available reliable and clean energy for BRT Vehicles. The Peshawar BRT system (Zu Peshawar) being the largest sustainable urban development project in the province that achieves greenhouse gas emission reductions through clean vehicle technology and features that bolster public transport ridership. Despite limitations with clean fuel availability in Pakistan, the BRT vehicles were specified with plug-in hybrid electric technology. Approximately 20 to 25% of the energy is provided through the plug-in storage component along with the regenerative braking system.
- d) To reduce the operating cost/ subsidy to increase coverage of public transport in Peshawar. The transport emissions are accounted as 25% of the total greenhouse gases. With lower cost of operation, TransPeshawar will have opportunity to operate more buses in city thus reducing greenhouse gases. Establishment of Solar Park is a step towards enhancement of the green environment and financially sustainable Transit System.

- e) Pakistan being a signatory of Kyoto Protocol and other such agreements is taking measures to reduce emissions. Establishment of Solar Park in Zu Peshawar Project will contribute its part in clean energy generation and commitments in COP27.

4. **OPERATOR/SERVICE PROVIDER REQUIRED SERVICES**

This Schedule of Requirements specify the Required Services which broadly includes design, procurement, supply, installation, commissioning and provision of operation and maintenance services for establishment of Solar Park at BRT Chamkani Depot. The Service Provider shall be responsible for all costs of Required Services mentioned in RFP, Agreement, Schedule of Requirements and their annexures/ attachments. The Required Services have broadly two phases classified as follows;

A) Phase-I of the Required Services

This Phase includes design, procurement, supply, installation, commissioning and testing of Solar Park at BRT Chamkani depot. The major activities under this category are as follows while details specifications are given later in this document;

- a) Design of Solar Park at BRT Chamkani Depot having capacity of 1 MW (-0.5%) in accordance with standard specification notified under applicable law;
- b) Obtaining of Licensing for 1 MW (-0.5%) net-metering system from concerned Government department as per Applicable Law;
- c) Procurement of equipment which are required for intended use of Solar Park and make it ready to use. This includes but not limited to Photo-Voltaic cells, weather station, inverter, step-up transformer, Synchronization panel, Diesel Generator, SCADA / RMS system, cables, servers, lights, synchronization panels, all protection devices, earthing pit, bi-directional energy meters/ net-metering, interconnection facility, and any other equipment which is required for ready to use system;
- d) Meeting all requirements (hardware, documentation, fees, software etc.) for Solar Park which are required by Distribution Company (PESCO), NEPRA or requirements of NEPRA (Alternative & Renewable Energy) Distributed Generation and Net Metering Regulations, 2015 or any other relevant agency;
- e) Engagement of approved Environmental Expert and allied tools/ services for estimation of carbon credits / saving of the project at inception of the project;
- f) Removal of existing Street lights poles from depot and installation of under shed lights at BRT depot;
- g) Required civil (any room etc.), mechanical and electrical works for establishment of Solar Park. The work also requires if any changes required in existing infrastructure (civil, mechanical, electrical etc.);
- h) Construction of room for keeping safe all the invertors and other related electrical equipment including cooling system;
- i) Provide six-month completion work Plan within 15 days of signing of the Agreement and mentioning delivery of equipment which shall not be beyond four (04) months from the date of signing of contract; and
- j) Any other activity which is required for successfully commissioning and ready to use system.
- k) Provision of following key human resource during design, development and deployment

S#	Name of Position	Number	Minimum Requirement		
			Relevant Qualification	General Experience	Specific Experience (Solar)

1.	Project Manager	01	BS/BSc. (Electrical)	15	05
2.	Coordination Engineer	01	BS/BSc (civil/electrical/mechanical)	08	05
3.	Site Engineers-I	01	BS/BSc (civil)	05	03
4.	Site Engineers-II	01	BS/BSc (Electrical)	05	03

B) Phase-II of the Major Required Services

- a) From date of Operation Notice, the Service Provider shall be responsible for all operation and maintenance of Solar Park for ten (10) years (Term), installed by Service Provider and other components required for its intended use;
- b) All required insurances for accidental, and incidental damages to Solar Park;
- c) Monitoring, maintenance & reporting of the Solar Park;
- d) Responsible for preventive maintenance and corrective maintenance including cleaning of panels;
- e) Replacement / repair of any system component or part required due to whatsoever reason;
- f) Deployment of the required human resource, equipment, tools & tackles for monitoring & Maintenance; and
- g) Other activity which is required for functioning of system as per SoR's.

5. **LOW LEVEL DESIGN (LLD) APPROVAL**

The Service provider shall submit to TransPeshawar LLD document for approval within 20 days from the Letter of Award. TransPeshawar accord approval within 15 days. However, the approval shall not relieve Service Provider from their obligation as mentioned or committed in RFP/ Tender Document, Technical Proposal, Agreement, Schedule of Requirements, Applicable Laws or any other document. The Low-Level Design shall include but not limited to:

- a) Detailed Civil Structure Design for holding of Solar System
- b) Detailed BOQ of Civil Structure and Equipment
- c) Detailed Equipment List with brand / manufacturer, origin of country
- d) Detailed Engineering Design / Layout of Solar System
- e) Detailed Specification of each equipment and cables used in Solar Park
- f) Calculation that the proposed PV panel or the design will generate 1 MW energy
- g) Justification of Equipment that how the system will work and useful for 25 years
- h) Test to be conducted at commissioning/ completion.
- i) Any other detailed required by TransPeshawar

6. **HANDING OVER OF SOLAR PARK**

- 6.1.1 The Solar Park established under this agreement will be handed over to TPC in running and healthy condition at end of Term in accordance with scope of this Agreement or in case of early termination.

- 6.1.2** If both parties do not agree to extend the Agreement, the Service Provider shall seek in writing a Hand Over Certificate (HOC) from the TPC at least 60 days before the expiry of the Agreement. The TPC will issue such a certificate within 45 days provided that the equipment handed over to TPC in good condition. Upon obtaining the HOC, the Service Provider shall be deemed clear of all obligations. However, until issuance of HOC which does not affect liability of Service Provider to keep System in fully operational condition even after expiry of Agreement, the Service Provider shall be bound to continue rendering O&M services, and the TPC shall continue to pay for such additional O&M Services. In addition, during this period, TPC and the Service Provider shall work jointly to solve any pending issues (if any). The Performance Guarantee and Final Invoice will be settled after HOC.
- 6.1.3** The performance of the Solar Park at end of Term shall be at least equal to the rated performance less depreciation at @ 0.75 % per year.
- 6.1.4** The Service Provider shall be responsible for warranty of all installed equipment during Term of the Contract.

7. SPECIAL OBLIGATION REGARDING DESIGN, PROCUREMENT AND INSTALLATION OF MOUNTING STRUCTURE

The Service Provider shall;

- 7.1.1** Design frame structure for solar panels in BRT Chamkani depot with minimum clearance height of 18 feet from ground level for circulation/ movement/ docking of buses. The purpose is to ensure buses circulation, parking and emergency repair from top of the buses;
- 7.1.2** Take prior permission from TPC for location of foundation/ structural columns, layout of structure, and submit other necessary details which may be required by TPC to grant approval. Furthermore, approval of final location of solar PV panels is mandatory requirements of agreement;
- 7.1.3** The structure design shall meet the intended purpose of Solar Park and at least meet the following requirements;
- a) Mounting structure should be able to allow air circulation for cooling in high temperature and withstand highest wind speed of 150 Km per Hour.
 - b) The structure should have provision for ease of maintenance and accessibility for cleaning and repair or replacement of system components.
 - c) The frame structure shall have suitable angle adjustment.
 - d) Design shall be vetted by professional structural engineer (registered with PEC having Valid license).
 - e) Structure of the Solar Park shall have life of 25 years.
- 7.1.4** Be responsible for procurement, and erection of designed mounting structure;
- 7.1.5** Be responsible for painting of structure which includes primer (red oxide) and two coats of enamel paint with colour as approved by TPC. The frame supporting panel shall be hot dip galvanized. Alternative plan shall be approved in written from TPC as part of approval;
- 7.1.6** Procure and install structure in accordance with best international practices for such systems;
- 7.1.7** Accommodate the requirements of bus operation/ circulation in design, procurement and installation with fair level of margin of safety of hitting the structure;
- 7.1.8** Safety precaution shall be fully observed in accordance with practices during installation for safety of workers;
- 7.1.9** Execute required civil and mechanical works which are required for Solar systems;
- 7.1.10** Plan and get approval from TPC for working in depot for storage of material, installation etc.;
- 7.1.11** Reflective strips shall be pasted on each solar structure column to enhance visibility;

7.1.12 Clear the site from debris, left-overs, material, etc. after completion of works.

7.2 Special Obligation Regarding Design and Installation of Solar Park

7.2.1 The Service Provider shall design to the extent required in the Contract, procure, install, commission, operate and maintain the System in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice. The useful life of the equipment shall be 20 years.

7.2.2 The Service provider shall prepare LLD document, installation procedure, storage of equipment, equipment approval etc. from TPC.

7.2.3 The Service Provider shall provide compliance certificates for all equipment of the Solar System from third party independent accredited testing agency. Furthermore, the Service Provider shall be responsible for procurement, installation and commissioning of the Solar System including but not limited to labour, material, testing etc. TPC is authorized to interrupt during installation and authorized to verify equipment, detailed drawings, specification and should have the power to reject any work or materials, which are in TransPeshawar judgment are not in full accordance therewith. The Service Provider shall ensure given specification for Solar Park.

7.2.4 The Service Provider shall engage firm / individual to estimate environmental benefits of this Solar Park project and estimate reduction in carbon foot prints, reduction in greenhouse gases, carbon credits of the project and any other factors. TransPeshawar have the full right of claim against environmental benefits achieved from the project. The Consultant / service provide shall use standard procedure for estimation of environmental benefits / carbon credit estimation as approved by TransPeshawar.

7.3 Special Obligation Regarding Solar Park Components.

7.3.1 Photovoltaic (PV) Module

- a) The photovoltaic (PV) module shall be Longi, Canadian, Astro-Energy, Jinko Solar or equivalent brand.
- b) The total installed PV capacity must be no less than 1.0 MWp (-0.5%) (Megawatt-peak). All PV modules must be Tier-1 quality, and a wattage rating of 585 Watt or higher.
- c) All PV modules comprising the 1 MWp (-0.5%) solar power plant must be identical in terms of brand, model, and technical specifications.
- d) The PV module(s) shall contain Mono crystalline (PERC-N) silicon solar cells.
- e) Submit as part of Low-Level Design (LLD) PV module make, model no, capacity, type, cell quality and certification from testing agencies. All the supportive valid, genuine and traceable documents must be provided
- f) Provide PID free certificate.
- g) The PV module have an ability to work well with high-voltage input Inverters/ charge controllers
- h) The PV Panel must have clear anodized aluminium frame with Anti-reflection cover glass
- i) The terminal box on the module should have a provision for opening for replacing the cable, if required and it should be waterproof
- j) The Solar Panel shall meet the requirement set in IEC 61215:2000, IEC61730, IEC TS 62941.
- k) The modules to be used in a highly corrosive atmosphere throughout their lifetime must qualify to IEC 61701.

- l) A strip containing the following details should be laminated inside the module so as to be clearly visible from front side.
 - i. Name of the manufacturer of PV Module(s) or distinctive logo.
 - ii. Name of the manufacturer of Solar Cell
 - iii. Model or Type No.
 - iv. Serial number
 - v. Year of manufacturing
 - vi. Peak Watt Rating
 - vii. Voltage and Current at Peak Power
 - viii. Open Circuit Voltage
 - ix. Short Circuit Current
 - x. Maximum input voltages
 - xi. Module(s) deployed must use a RF identification tag.
- m) Solar panel be packed for safe transportation.
- n) The PV Module should have at least ten-year workmanship warranty.
- o) Limited performance guarantees: panel power, in standard conditions, will not be less than 90% of nominal power for first 10 years of operation and at least 80% for the next 15 years of operation with 25-year limited power warranty.
- p) Bidder should carefully design and accommodate requisite number of module(s) to achieve the rated power as per design under NOCT as well.
- q) The PV modules should have a manufacturing date not older than one year

Note: Bidder should justify the specs with appropriate lab test reports/certifications from the principal manufacturer.

7.3.2 GRID TIED INVERTER

The DC power produced is fed to inverter for conversion into AC. In a grid interactive system AC power should be fed to the grid at three phase 415 AC bus. Inverter should comply with IEC 61727, IEC 61000-6-1, IEC 610006-2, IEC 62109 and IEC 62116 standards. IEC 61683/IS 61683 for efficiency and Measurements and should comply IEC 60068-2 (1, 2, 14, 30) / Equivalent BIS Standard for environmental testing. Inverter should supervise the grid condition continuously and in the event of grid failure (or) under voltage (or) over voltage.

Other important Features/Protections required in the INVERTER

- i) The solar inverter shall be Huawei, Sungrow, Solis, FOX or equivalent brand.
- j) The grid-connected inverters shall comply with UL 1741 standard.
- ii) Power generated from the solar system during the daytime should be utilized fully by powering the building loads and feeding excess power to the grid as long as grid is available. In cases, where solar power is not sufficient due to more demand or cloud cover etc. the building loads should be served by drawing power from the grid. The inverter should always give preference to the Solar Power and will use Grid/DG power only when the Solar Power is insufficient to meet the load requirement.
- iii) The output of the inverter must synchronize automatically its AC output to the exact AC voltage and frequency of the grid/DG Set
- iv) Inverter equipped with array ground fault detection option.
- v) On-grid Inverters should have anti-islanded features built in and should continuously monitor the condition of the grid and in the event of grid failure; The solar system should be resynchronized within two minutes after the restoration of grid or DG set.
- vi) Grid voltage should also be continuously monitored and in the event of voltage going below a pre-set value and above a pre-set value, the solar system should be disconnected from the grid within the set time. Both over voltage and under voltage relays should have adjustable voltage (50% to 130%) and time settings (0 to 5 seconds).

-
- vii) The inverter control unit should be so designed so as to operate the PV system near its maximum Power Point (MPP), the operating point where the combined values of the current and voltage of the solar modules result in a maximum power output.
- viii) The inverter should be a true sine wave for a grid interactive PV system.
- ix) The degree of protection of the outdoor inverter panel should be at least IP-65.
- x) Typical technical features of the suggested inverters must mention as per following sequence.
- Continuous output power rating (1.1 times for 60seconds)
 - Nominal AC output voltage and frequency
 - Accuracy of AC voltage control $\pm 1\%$
 - Accuracy of frequency control $\pm 0.5\%$
 - Grid Frequency Control range ± 3 Hz
 - Maximum Input DC Voltage range
 - MPPT Range DC
 - Ambient temperature -10 deg C to 55 deg C
 - Humidity 95 % non- condensing
 - Protection of Enclosure IP-65 (minimum)
 - Grid Voltage tolerance -20 % and + 15 %
 - Power factor control 0.95 inductive to 0.95 capacitive
 - No-load losses < 1% of rated power
 - Inverter efficiency (minimum) plus 97%
 - Liquid crystal display should at least be provided on the inverters front panel or on separate data logging/display device to display following
 - a. DC Input Voltage
 - b. DC Input current
 - c. AC Power output(kW) and Energy harnessed in kWh
 - d. Current time and date
 - e. Time active
 - f. Time disabled
 - g. Time Idle
 - h. Temperatures (C)
 - i. Converter status
 - Following should also be displayed like Protective function limits, over voltage, AC under voltage, over frequency, under frequency, ground fault, PV starting voltage, PV stopping voltage, over voltage delay, under voltage delay over frequency, ground fault delay, PV starting delay, PV stopping delay.)
- xi) Nuts & bolts and the inverter enclosure should have to be adequately protected taking into consideration the atmosphere and weather prevailing in the area.
- xii) Dimension and weight of the inverter should be indicated by the bidder in the offer.
- xiii) All doors, covers, panels and cable exits should be gasketed or otherwise designed to limit the entry of dust and moisture.
- xvi. Operation Mode:
- a. Night or sleep mode: where the Inverter is almost completely turned off, with just the timer and control system still in operation, losses shall be less than 2 W per 5 kW.
 - b. Standby mode: where the control system continuously monitors the output of the solar generator until pre-set value is exceeded (typically 10 W).
 - c. Operational of MPP tracking mode: the control system continuously adjusts the voltage of the generator to optimize the power available. The power conditioner should automatically re-enter standby mode input power reduces below the standby mode threshold. Front panel should provide display of status of the inverter. The offered inverter must comply with following standards.

UL1741, IEEE1547, UL 1998, CE, EN 50178, EN 62109-1, EN 62109-2, EN 61000-6-2, EN 61000-6-4, EN 61000-3-11, EN 61000-3-12, FCC Part 15, NEMA3R/ NEMA 3R, DIN VDE V 0126-1-1, ENEL Guidelines (DK 5940) AS 4777, RD 1663/2000, RD 661/2007, EN 50178, IEC 62103, EN 55011, IEC 61000-3-11, IEC 61000-3-12, IEC 61000-6-3

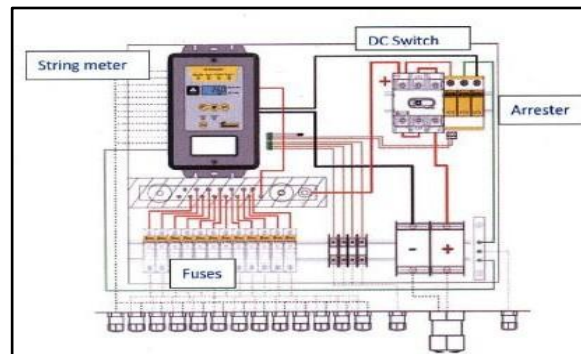
Note: Bidder should justify the specs with appropriate lab test reports/certifications from the principal manufacturer.

7.3.3 Junction Boxes

SMART Junction boxes with the multi-function of string monitor to detect each string's voltage, current, and power, plus fault detection and surge protection function. The array junction box has been suitably designed to be integrated into the PV plant. The junction boxes shall have suitable arrangement for the followings.

- a) Provide arrangement for disconnection for each of the groups.
- b) Provide a test point for each sub-group for quick fault location.
- c) To provide group array isolation.
- d) The current carrying ratings of the junction boxes shall be suitable with adequate safety factor to inter connect the Solar PV array.
- e) Junction Box shall be IP 66 with 1000 V(IEC) insulation class or higher ratings.
- f) To include data collector for Monitoring System.
- g) A DC string meter is integrated into a DC box to provide the capability of collecting the required data/information of string level.

The system diagram of junction box is shown below.



7.3.4 Wires and Cables

- a) The cables shall be Pakistan cables, Fast cables or equivalent brands.
- b) The main cable and LT cables of appropriate sizes from transformer/PESCO (Changeover switch) supply of all buildings to inverter rooms shall be 1.1 grade, heavy duty, stranded copper conductor, PVC type A insulated, galvanized steel wire/strip armoured, flame retardant low smoke (FRLS) extruded PVC type ST-1 outer sheathed. The cables shall, in general conform to IS-1554 P+I & other relevant standards.
- c) External cables should be specifically adapted to outdoor exposure (see IEC 60811). Especially the outer insulation must be sunlight (UV)-resistant, weatherproof and designed for underground installation. Preferably tin coated copper UV resistant DC cables shall be used.
- d) The temperature resistance of all interconnecting wires and cables should be $> 75^{\circ} \text{C}$. The minimum acceptable cross-section of the wire in each of the following sub circuits is as in ISO IEC prescription:
- e) All wiring should be color-coded (and/ labelled in case of service providers.)
- f) All supplied wires must be in UV-resistant conduits or be firmly fastened to the building and/or support structure. Cable binders, clamps and other fixing material must also be UV-resistant, preferably made of polyethylene (for the case of service providers)
- g) All connections should be properly terminated, soldered and/or sealed from outdoor and indoor elements. Relevant codes and operating manuals must be followed.

- h) The cable rating should be explicitly mentioned in the technical document i.e. the size, current rating & voltage rating and ohmic drop information etc.
- i) GI cable trays for DC, earth and communication cables to be placed as required.
- i) All exposed wiring (with the possible exception of the module interconnects) must be covered in conduits/duct. Wiring through roofing, walls and other structures must be protected through the use of bushings.
- j) No conduit or fitting shall be attached directly to thatch or any other non-supportive surface.
- k) All wires must be terminated with proper end sleeves and wire thimbles with different colours for positive and negative polarity.
- l) Size, voltage grade and manufacturer name should be printed on every cable.
- m) The cable shall have 1000 V (IEC) insulation class or higher quality.
- n) Cable specifications are as followed with BS/IEC standards compliance

7.3.5 Diesel Generator & PV-Genset Synchronizer/Controller

In the event of a grid outage, the PV plant and the generator need to work together seamlessly to ensure continuous power supply. Both the DG set & Synchronization Panel shall be the responsibility of service provider. The system should allow the generator to start automatically, synchronize with the PV system, and then prioritize solar generation. When the grid power is restored, the system should switch back to the grid while turning off the generator. This scenario shall ensure that the PV system continues to generate power during grid outages by synchronizing with the generator. The generator provides initial backup power, but once the PV system is synchronized, it takes over most of the load, reducing the generator's output. When grid power is restored, the system switches back to grid-tied mode, turning off the generator and resuming normal PV operation. This process ensures uninterrupted power supply, fuel efficiency, and optimal system performance.

- i. The Diesel Gen-set shall be of an adequate capacity to run the system smoothly.
- ii. The Synch Panel must be compatible with a 1 MW solar power plant and generator
- iii. Capable of synchronizing PV output with both the generator and the grid.
- iv. Compatible with ATS for auto-start of the diesel generator
- v. Ensure smooth transition between grid power, generator power, and solar power to avoid power interruptions.
- vi. Compatible with the voltage levels of the solar PV system and the generator

7.3.6 Protections and Control

- i. PV system software and control system should be equipped with islanding protection. In addition to disconnection from the grid (islanding protection i.e. on no supply), under and over voltage conditions, PV systems should be provided with adequate rating fuses, fuses on inverter input side (DC) as well as output side (AC) side for overload and short circuit protection and disconnecting switches to isolate the DC and AC system for maintenance as needed. Fuses of adequate rating should also be provided in each string of solar module to protect them against short circuit.
- ii. A manual disconnect switch beside automatic disconnection to grid should also be provided at utility end to isolate the grid connection by the utility personal to carry out any maintenance. This switch should be locked by the utility personal.
- iii. Emergency switch should be part of scheme to disconnect the entire PV plant in case of emergency.
- iv. The solar plant should be able to supply power to all faculties during the WAPDA outage.

7.3.7 Earthing & Protection System from Lightning

Earthing is essential for the protection of the equipment & manpower. Two main grounds used in the power equipment are:

- System earth
- Equipment earth

The complete set suitably designed Lightning protection and earthing system should be installed for 1.0MW solar power plant. For this purpose, appropriate units of lightning arrestor shall be set up to sufficiently cover the radius of the power plant (as per site map) for its protection from lightning. These shall operate by acting as receptors capturing the lightning and defusing it before it reaches the PV or other sub-system components.

- i. System earth is earth which is used to ground one leg of the circuit. For example, in AC circuits the Neutral is earthed.
- ii. In case of equipment earth all the non-current carrying metal parts are bonded together and connected to earth to prevent shock to the man power & also the protection of the equipment in case of any accidental contact.
- iii. To prevent the damage due to lightning the one terminal of the lightning protection arrangement is also earthed. The provision for lightning & surge protection of the SPV power source is required to be made.
- iv. In case the SPV Array cannot be installed close to the equipment to be powered & a separate earth has been provided for SPV System, it shall be ensured that all the earths are bonded together to prevent the development of potential difference between two earths.
- v. Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earths are bonded together to make them at the same potential. vi. The Earthing conductor should be 1.56 times the short circuit current. The area of cross-section shall not be less than 1.6 sq mm in any case.
- vi. The array structure of the PV modules shall be grounded properly using adequate numbers of earthing pits. All metal casing/ shielding of the plant shall be thoroughly grounded to ensure safety of the power plant.
- vii. The Service Provider shall be responsible for the complete design, calculation, installation, testing, and commissioning of all necessary lightning arrestors and surge protectors to safeguard the entire solar power system against lightning strikes and electrical surges. These devices shall be compatible with the overall system design, meet or exceed applicable industry standards, and be adequately sized to protect all system components and serve the intended purpose of safeguarding the system against lightning and surge-induced damage. Detailed calculations and design documentation for the lightning/surge/earth protection system shall be submitted as part of the proposal.

7.3.8 Breakers for AC and DC Power:

- a) Circuit Breaker Voltage rating must be greater than the maximum circuit voltage and current rating must be between 125% - 150% of the maximum design current for the circuit.
- b) Breakers must have a clear visual indication of their state (ON/OFF or I/O) and marking.

7.3.9 Reactive power compensator

Reactive power compensation to maintain the power factor of (leading/lagging) 0.92 at each point of coupling is responsibility of contractor.

Harmonics Standard: As per the standard of IEEE 519, the permissible individual harmonics level shall be less than 3% (for both voltage and current harmonics) and Total Harmonics Distortion (THD) for both voltage and current harmonics of the system shall be less than 5%.

7.3.10 Advanced Electricity Meters (AMI) based Meter (Main Net Meter)

- a) Must be installed at each energy coupling point Data should be send and received for on cloud and available online
- b) The utility meter (Net-meter) has to be bi-directional meter to register both import grid electricity amount as well as export solar electricity amount.
- c) AMI shall be approved by M&T or PESCO & NTDC.

7.3.11 Any other Equipment/ sub-system

- a) The Service Provider shall provide any additional equipment/ sub-system, civil, electrical, mechanical works which are required for commissioning and operation of the Solar System which are not mentioned above or required by the Applicable law or required to commissioned, operate or maintain the system. The contract is turnkey contract (design, build, operation and maintenance model) and the service provider shall take responsibility for all risk associated from design till commissioning, operation and maintenance.

7.4 Special Obligation Regarding Licensing for Net-Metering

- a) The Service Provider shall be responsible to process application and obtain licensing for Net-metering on behalf of TransPeshawar in accordance with Distributed Generation and Net-metering regulation 2015 as updated from time to time.
- b) The Service Provider shall be responsible for all costs associated with approvals, documentations, testing requirements, calibrations, visits, facilitation, prints, stamps, charges, fees, compliance, inspections etc., required by the PESCO, NEPRA or other requirements as mentioned in Distributed Generation and Net-metering regulation 2015 and updated as from time to time. These requirements include but not limited to distributed generation facility design and operating requirements, interconnection facility financing, metering requirements etc.,
- c) The Service Provider shall be responsible for compliance of Applicable laws of Pakistan (as amended from time to time) of NEPRA, PESCO regarding procurement, installation, generation, distribution, net-metering, Government of Khyber Pakhtunkhwa for procurement of solar systems or any other relevant regulations during the Term of the Agreement and TransPeshawar is entitled to perform an audit when required. The Service Provider shall be responsible to meet at least the specification and standards of solar system as notified by any of the Govt. Department of Khyber Pakhtunkhwa.
- d) The Service Provider shall be responsible for fulfillment of all prior activities/ approvals for commissioning of Solar Park from PESCO/ NEPRA.
- e) Additional permission beyond net-metering services, if required, for sale of surplus energy, shall be acquired by TPC.
- f) The Service Provider shall be responsible for commissioning of the system as per the terms and conditions of the license.

7.5 Special Obligations Regarding Lighting

- a) The Service Provider shall remove the existing installed electric poles (Approx. 30 nos.) from the parking area of Chamkani depot to make site available for installation of Solar Park.
- b) The electric poles and lights removed shall be handed over to TransPeshawar.
- c) The Service Provider shall also be responsible for the installation, associated cabling and maintenance of new lights to be installed under PV modules to achieve illumination of 50 LUX level to facilitate Depot activities during the Agreement term.

7.6 Special Obligations Regarding Remote Monitoring System and Weather Station

All grid solar PV power projects must install necessary equipment to continuously measure solar irradiance, ambient temperature, air quality, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. This will be required to submit this data to TPC online and/or through a report on regular basis every month for the entire duration of agreement. In this regard, TPC shall be granted access to the remote monitoring portal of the power plants on a 24X7 basis.

- a) Provide online and remote monitoring system for Solar Park;
- b) The system shall be capable of generating report in printable/presentable mode regarding the number of units produced in custom interval time (hourly, daily, weekly, monthly, yearly), performance, failure log, incident log etc;
- c) The data must be available online, locally stored on hard drive and displayed on 65-inch LED screen (minimum IP65) with customized GUI as per site requirement;
- d) Provide computer system with minimum specifications of core i5, 1TB HDD, 12 GB RAM tenth Generation along with networking hub and all accessories;
- e) Generation data must be logged and available online for future access for the period of ten years;
- f) Solar Irradiance data and air temperature data must be integrated in GUI;
- g) Generation data must be logged and secured off-line with time tracks;
- h) Automated frequent data collection, analysis, and display of the fundamental parameters of the system output (especially Inverter's all parameters)
- i) Alarms/alerts and timely notification of key performance indicators.
- j) Daily, Monthly, quarterly, and yearly reporting of deviations from the guaranteed Peak revenue;
- k) Data must be readily available for the fulfillment of all warranties and performance guarantees;
- l) Equipment condition monitoring;
- m) Separate inverter parameters monitoring and Data logging; and
- n) Any other report required by TPC.

7.7 As-Built Drawings

7.7.1 The Service Provider shall ensure that the TPC is provided with 3 sets hard copies, Scanned Copy & Soft Copy of "As-Built" drawings and final Right of Way drawings. Such drawings shall become the property of the TPC along with list of final equipment installed in Solar Park.

7.7.2 All costs incurred in the preparation of the "As-Built" drawings and final Right of Way drawings shall be borne by the Company.

8. GENERAL MAINTENANCE OBLIGATIONS OF EQUIPMENT IN PHASE-II

The Service Provider shall: -

- 8.1.1** Ensure that Solar Park are in satisfactory operational condition (fair wear and tear excluded) so that they conform to the operational standards of similar projects and Applicable Laws. This means, in particular, that all Equipment and allied facilities of Solar Park should be clean, tidy, well-maintained, in running conditions and meeting all health and safety requirements;

- 8.1.2 Take responsibility for provision of all replacement parts and supplies for all maintenance issues of Solar Park. The Service Provider shall procure any future spare parts and supplies (paint, panels, inverter, wires etc.) pursuant to documentation provided by the manufacturer, their agent, supplier or required for maintenance and / or operation of Solar Park;
- 8.1.3 Keep record of each spare part used, reason for replacement, total spare used, remaining spare parts etc. and follow Protocol issued by TPC for use, record and inventory of the same. The Service Provider shall provide to TPC such record in prescribed time;
- 8.1.4 Ensure that the critical spare part which may hinder the operation for prolonged duration are in stock/warehouse in sufficient quantity to ensure the smooth operations. TPC may notify such spare parts and their quantity to be always available in stock during period of the Agreement;
- 8.1.5 Procure, transport and maintain any tools, software and diagnostic equipment, lifting equipment, machinery (boom buckets, lifters & cranes), calibrated test equipment, which it deems necessary to carry out the Services in accordance with the Agreement;
- 8.1.6 Follow direction / Protocol of TPC regarding cleaning of Solar Park, and submission of weekly, monthly and half-year maintenance schedule regarding Equipment, if asked by TPC;
- 8.1.7 Maintain and provide tags to all electrical and mechanical equipment including tags on cables;
- 8.1.8 Maintain all conduits /pipes relevant to the scope of work. The conduits / pipes shall be kept water tight so the rain water doesn't infiltrate through those conduits / pipes to other parts/location of the facility;
- 8.1.9 Maintain Asset register having details of all Equipment in his custody with asset number;
- 8.1.10 Prepare code of conduct for its staff and obtain approval of TPC; and
- 8.1.11 Ensure and maintain protective devices and earthing systems are operated and maintained to reduce the risk to humans and assets from hazardous voltages or currents. Maintenance for each earth pit consists of checking of earth connection / continuity from equipment's end to earth pit end, fixing of earth plate and measuring of earth resistance with the help of standard earth resistance test meter. Earth resistance shall be kept within the applicable standards

8.2 Operation and Maintenance Obligations of Solar Park in Phase-II

The Service Provider shall: -

- 8.2.1 Operate reliably Solar Park to meet the production/ generation requirements. The Solar Park operational hours are 24 hours/day, 7 days a week and 365 days a year;
- 8.2.2 Engage suitable, skilled and appropriate number of human resource to carry out all Required Services and responsible for all costs including human resource regarding operation and maintenance of Solar Park which includes replacement of parts for preventive, corrective, and operational maintenance and /or defective/damaged goods/Equipment due to whatever reason. These includes costs of all services mentioned in the Schedule of Requirements and Agreement;
- 8.2.3 Ensure safety tool in working condition and checked periodically as recommended by manufacturer. Provide safety equipment, personal protection equipment and other necessary materials as required for the execution of services under the Agreement;
- 8.2.4 Follow instructions / Protocol of TPC regarding procedure of operation of Solar Park and Energy Generation Plan; and
- 8.2.5 Coordinate all hardware and software maintenance activities as well as routine maintenance activities in advance with TPC.

8.3 Detailed Maintenance and Repair Obligations of Solar Park in Phase-II

The Service Provider maintenance and repair obligations shall include but not be limited to: -

- a) Supply and top-up of supplies (wires, cables, switches, electronic/mechanical gadgets, electronic/mechanical material, etc.), spare parts, consumables (e.g. relays, switches, breaker, cleaners, etc.), safety facilities/jackets, personal protection equipment and other necessary materials as required for the execution of duties as required by this contract/Agreement and replace/provide new upon completion of useful life of any equipment/spare parts, batteries etc.;
- b) Rectify all faults occurred in Solar Park i.e. short circuit, open circuit, phase sequence, change, under / over voltage, phase missing, leakage current and earth faults etc.
- c) Any repair or replacement required, necessitated or caused as a result of, or generally resulting from, or in connection with, the following:
 - i) Accidental or incidental or intentional damage to Solar Park;
 - ii) Labour disturbances attributed to the Service Provider's employee;
 - iii) Improper or negligent use of the Equipment in Solar Park;
 - iv) Use of Solar Park Equipment in breach of the terms and conditions of the Agreement;
 - v) Incompetence's of the Service Provider or the employees, subcontractors or any third party in operating, handling, working, or otherwise dealing with the Equipment;
 - vi) Repairs strictly necessary and carried out in an emergency situation or breakdown;
 - vii) Theft of Equipment or their components;
 - viii) Failure to comply with the manuals applicable to Equipment,
 - ix) Maintenance, repair or replacement, as the case may be, of or to the paintwork, stone damage/pelting, firing or bullet damage, hail storm, thunderstorm, wind storm accident damage, etc. where Equipment is installed;
 - x) Attending to breakdowns and generally delivery to or collection or transportation from the point of service, salvage or breakdown;
 - xi) Non- compliance by the Service Provider with any other obligations under the maintenance provisions specified in the Agreement;
 - xii) Tempering with the Equipment or its parts, controls and any specialized Equipment;
 - xiii) Operating the Equipment in a manner that may harm the Equipment, electrical and other components;
 - xiv) Equipment component damage due to Service Provider negligence during maintenance and in checking. Any other item which is required for smooth and efficient running of Solar Park
- d) In addition to above, the Service Provider shall, among other things:
 - i) Protect the work area to ensure public safety prior to start of any maintenance work;
 - ii) Replace lost parts, and safety tool of Equipment or components of Equipment;
 - iii) Attend to the fitment, service or repair of any parts or equipment necessary pursuant to any applicable law which may come into force after the Signature Date;
 - iv) Carry out maintenance and repairs of the Equipment in accordance with industry best practices to maintain Technical Specification and meet functional Specifications;
 - v) Ensure understanding of OEM operational instructions and responses to system's warnings and resolving accordingly;
 - vi) Avoid Misuse of Equipment other than it's intended for;
 - vii) Ensure that no components of the Equipment are removed or exchanged except where defective and in the course of normal service, repair or replacement and generally ensure that the Equipment are operated in complete condition;

- viii) Take all reasonable steps and precautions to minimize damage to the Equipment and in particular, but without limitation, in the event of any defect or failure occurring in the Equipment.
- ix) Provide feasible solution for repeatedly occurring faults resulting operational loss;
- x) Allow TPC's Authorized Representative to inspect Solar Park, have access to and be entitled to, download, all information available from the Equipment (whether directly or indirectly);
- xi) Execute required improvements (holes, piping, welding, cutting, replacement, etc.), clear the site from all debris and restore the steel structure to original condition during the performance of his duties; and
- xii) Responsible for all daily checks.

8.4 Special Obligation Regarding Operation and Maintenance.

The Service Provider Shall: -

- 8.4.1** Ensure more than 99.99 % availability of Solar system less PESCO outage hours.
- 8.4.2** Be responsible for the provision, installation and maintenance of fire extinguisher (CO2), minimum 20 nos. (5 kg each) and its upkeep.
- 8.4.3** Be responsible for provision of equipment for safety against fire as per the Applicable laws and prevailing best practices for such Solar system keeping in view the presence of Hybrid buses, charging stations and fuel storage tanks.
- 8.4.4** Be responsible for acceptance of approval from TransPeshawar for schedule of operation of Solar Park. Service Provider shall be responsible to follow SOPs issued by TPC for access to Depot and other instructions regarding efficiency of Solar System and amended from time to time.
- 8.4.5** The service provider shall arrange, at its own, water for washing/cleaning of solar plates.
- 8.4.6** Perform any other function which are required for keeping in operational state.

8.5 Minimum Personnel Requirement

The Service Provider shall be responsible for provision of at least one person in Uniform round the clock (24 x 7) to operate the system / perform duties relevant to SOR and perform checks at interval as defined / notified by TransPeshawar. The service provider shall impart necessary training to engaged staff, if required.

8.6 Inspection and Testing

- 8.6.1** TPC shall have the right to inspect and/or test the Services or any part thereof, as specified in the SOR, or specify such tests to be executed by the Service Provider, to confirm their good working order and/or conformity to the Contract at the Site.
- 8.6.2** If the Services or any part thereof fails to pass any test and/or inspection, the Service Provider shall either rectify or replace such the Services or any part thereof and shall, at its own cost, repeat the test and/or inspection.

9. MONTHLY OPERATION REPORT

No later than 17:00 PM on the 3rd Business Day of each month, starting on the last Business Day of the first Calendar month after the Commencement Date, the Service Provider shall submit to TPC a report (if requested by TPC) on the Performance of its obligations under the Agreement during the previous month, covering at a minimum:

- a) Energy Ledger;

- b) Incident reports;
- c) Detail record of all service, repair and maintenance;
- d) List of tools, software, diagnostic equipment etc. maintained;
- e) Performance on KPIs;
- f) Items required by TPC for monitoring and performance evaluations; and
- g) Other indicator as agreed between the Service Provider and TPC.

10. KEY PERFORMANCE INDICATORS

10.1 Liquidated Damages for Phase-I

For not achieving Operation Date, TPC shall encash the Performance Guarantee in the following manner:

- a) Delay up to one (1) month beyond Commencement Notice- Deduct amount equivalent to 10% of the total Performance guarantee from Phase-I Payment.
- b) Delay of more than One (1) month and up to two (2) months beyond Commencement Notice - Deduct amount equivalent to 30% of the total Performance Guarantee from Phase-I payment.
- c) Delay of more than Two (2) months and up to three (3) months beyond Commencement Notice - Deduct amount equivalent to 60% of the total Performance Guarantee from Phase-I payment.
- d) Delay of more than three (3) months from Commencement Notice - Deduct amount equivalent to the remaining Performance Guarantees from Phase-I Payment.
- e) Delay in the timelines for over and above four (4) months beyond Commencement Notice will lead to create the necessary grounds for TPC for termination of Contract.
- f) Liquidated damages of 1% of the Performance Guarantee per occurrence for any act/instance that is non-conforming or a violation of Contract, Schedule of Requirements, Rules or Regulations of TPC, instructions given by the TPC or violation of Protocol.
- g) Non-availability of the any key staff as per the minimum proposed staff for more than a week shall be liable to be deducted equivalent amount of 0.25% per week of the total performance guarantee from Phase-I Payment.

10.2 Liquidated Damages for Phase-II

The Service Provider's performance of operation, maintenance and services shall be evaluated by means of key performance indicators ("KPIs"). Failure to comply with KPIs ("Failure Events") shall lead to the application of performance deduction as per the below table ("Performance Deduction" or "PDP"):

10.2.1 The Service Provider shall, pay the Liquidated Damages depending on its performance in achieving the agreed performance regime as measure during course of the Agreement.

10.2.2 The Liquidated Damages for failure to achieve Key Performance Indicators (KPI) parameters will be implemented in accordance with Key Performance Indicators.

10.2.3 Except for information available through SCADA system /Software, Network Monitoring System or complaint management system, or other system generated reports known to the Service Provider; any other information, if any, used by the TP to evaluate KPI will be transferred to the Service Provide once a week on request. The Service Provide will have the right to justify through concrete evidence the outcome of the aforesaid systems, on as-and-when basis, that are subject to Liquidated Damages as per KPI, prior to settlement of monthly payments, but in any case, no later than one week from the submission of the Invoice.

10.2.4 The Liquidated Damages is the final and full remedy of the TPC for the Service Provider failure to achieve the KPI targets, and such Liquidated Damages shall be deemed to have offset any breach whatsoever due to the lapses/deficiencies in performance.

10.2.5 Any breach of defined service levels will entail Liquidated Damages which shall not exceed 10% of the monthly payments to be paid under the Agreement/Contract to Service Provider in Phase-II.

10.2.6 General Violations and Their Liquidated Damages applicable to the Agreement both for Phase-II.

Sr. No	KPI	Failure Event	PDP
1	Prevention of Severe Accidents	Accident involving due to the Service Provider fault or malfunctioning of equipment resulting in death or severe physical injury to human (Severe Accident)	10% per occurrence
2	Prevention of Material Accidents	Accident due to the Service Provider fault or malfunctioning of equipment resulting in minor physical injury to human or material damage to the assets (Material Accident)	5% per occurrence
3	Prevention of strikes	Number of operating minutes in which the Service Provider or its staff did strike and shutdown system partially or fully	10 % per occurrence
4	Safeguarding of operational data	Some operational data irrecoverably lost	
5	Repetition of issues	Occurrence of same issues by more than 10 times in the same month in same or multiple equipment	

Sr. No	KPI	Failure Event	PDP
6	Transparent self-reporting	False or misreporting of monthly operations report	
7	Applicable Laws	Violations of NEPRA/ PESCO or Government Applicable Laws	
8	Frequently occurred violations	Occurrence per violation listed in table below (Failure Event), unless covered by another KPI Note: This Liquidated Damages will be only applicable, if any other Liquidated Damages is not applicable under the Agreement/Contract	1 % per occurrence

a) Frequently occurred violations. The table below defines the frequently occurred violations that are covered in the KPIs.

Sr.	Failure Event
1	Late arrival of staff at KPUMA/ control centre as defined by TPC (calculated per person)
2	Loose hanging parts of lights, cables, conduits or any other equipment
3	Late opening or early closing of Equipment
4	Lazy work by staff/smoking at restricted locations (per occurrence per person)
5	Reports in required format are not provided (calculated per month per report)
6	Absence of the staff at designated points for more than 20 minutes (calculated per occurrence)
7	Failed to inform incident/ accident/ emergency situation (per occurrence)
8	Delay of repair to TPC property in TPC prescribed time caused by Service Provider (In addition to cost recovery of asset) (calculated per day)
9	Misuse of TPC infrastructure (per instance). LD may be multiplied by factor 1 to 5 upon discretion of TPC based on severity
10	Failure of any equipment or subsystem or fail to maintain system accordance with standards and specification (calculated per day per equipment)
11	Refusal or failing to provide information prescribed in the Agreement (per instance)
12	To refuse to accept the visits of the TPC inspectors to station, to hide information or to provide partial or erroneous information(per instance).
13	Misuse of Utility Connections or their wastage (In addition to cost recovery from Service Provider)
14	Personnel does not adhere to code of conduct or misbehaves with TPC staff, other Service Provider Staff, its own staff or passengers (TPC can suggest the Service Provider to take punitive actions or terminate the employment of such responsible employees in addition to Liquidated Damages)
15	Any act/instance that is non-conforming or a violation of Contract, Schedule of Requirements, Rules or Regulations of TPC, Code of Conduct and Operational Instructions given by the TPC or violation of Protocol unless covered by another KPI

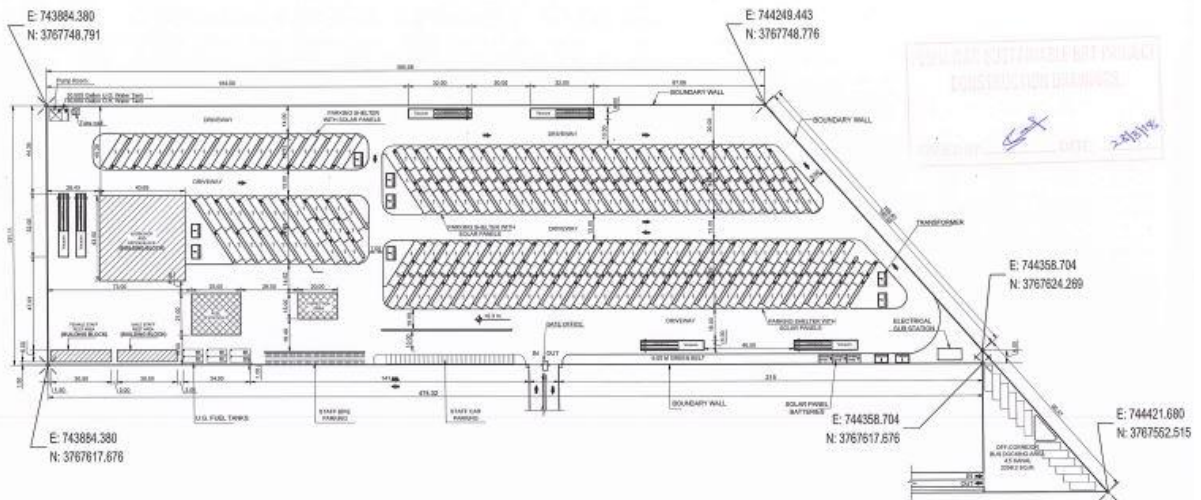
10.2.7 Solar Park KPI's

Sr.N	KPI-1: Solar Park Fault Rectification (FR)		
	Fault shall be considered based on number of units effected: - 1. Critical Category Fault (CCF): Complete shutdown of Solar Park during operations hours leading to service loss. OR There is a situation in which operations of Solar Park may lead to safety issues. Resolution time is 1 hours in case no parts are required; 2 hours in case parts are required and available, and damage/fault are arisen under normal use. In case of damage/fault out of normal use, timelines to rectify are to be justified, conveyed in writing in 30 minutes and shall be adhered to. 2. High Category Fault (HCF): The Solar Park can operate but not as per designed and intended functional use or within acceptable limits specified and there is likelihood of service loss. Resolution time is 12 hours. 3. Low Category Fault (LCF): The Solar Park can operate but not as per designed and intended functional use or within acceptable limits specified. There is no likelihood of service loss or safety issue and a possible workaround exists. Resolution time is 24 hours. TF = Total Faults Considered for KPI-1: = A + B x (C/ D) A = No of Faults Responded above the assigned resolution time but within 2 times the Assigned Resolution Time for a Particular Category; B = No of Faults Responded in more than 2 times the Assigned Resolution Time for a Particular Category C = Average Actual Resolution Time of 'B' expressed in units of Assigned Resolution Time of the Category under Consideration D = Assigned Resolution Time of the Category under Consideration		
	FR	Threshold of FR	PDP
1	$\text{CCF} = \frac{\text{(Critical Fault solved within assigned resolution time)}}{\text{(Critical Fault solved within assigned resolution time +TF Critical)}} \times 100$	More than 98 %	1 x TF _{Critical}
2	$\text{HCF} = \frac{\text{(High Fault solved within assigned resolution time)}}{\text{(High Fault solved within assigned resolution time +TF High)}} \times 100$	More than 95 %	0.5 x TF _{High}
3	$\text{LCF} = \frac{\text{(Low Faults solved within assigned resolution time)}}{\text{(Low faults solved within assigned resolution time +TF Low)}} \times 100$	More than 90 %	0.2 x TF _{Low}

FAULT CATEGORY IDENTIFICATION FOR KPI-1 AND OPERATIONAL PENALTY ON OCCURANCE		
Sr. No	INCIDENT	FAULT CATEGORY
1	Complete Shutdown of the Solar Park system	Critical
2	Inverter is faulty.	Critical
3	PV Panels broken or faulty.	Critical
4	Protection equipment not working	High
5	Fire Extinguishers not maintained	High

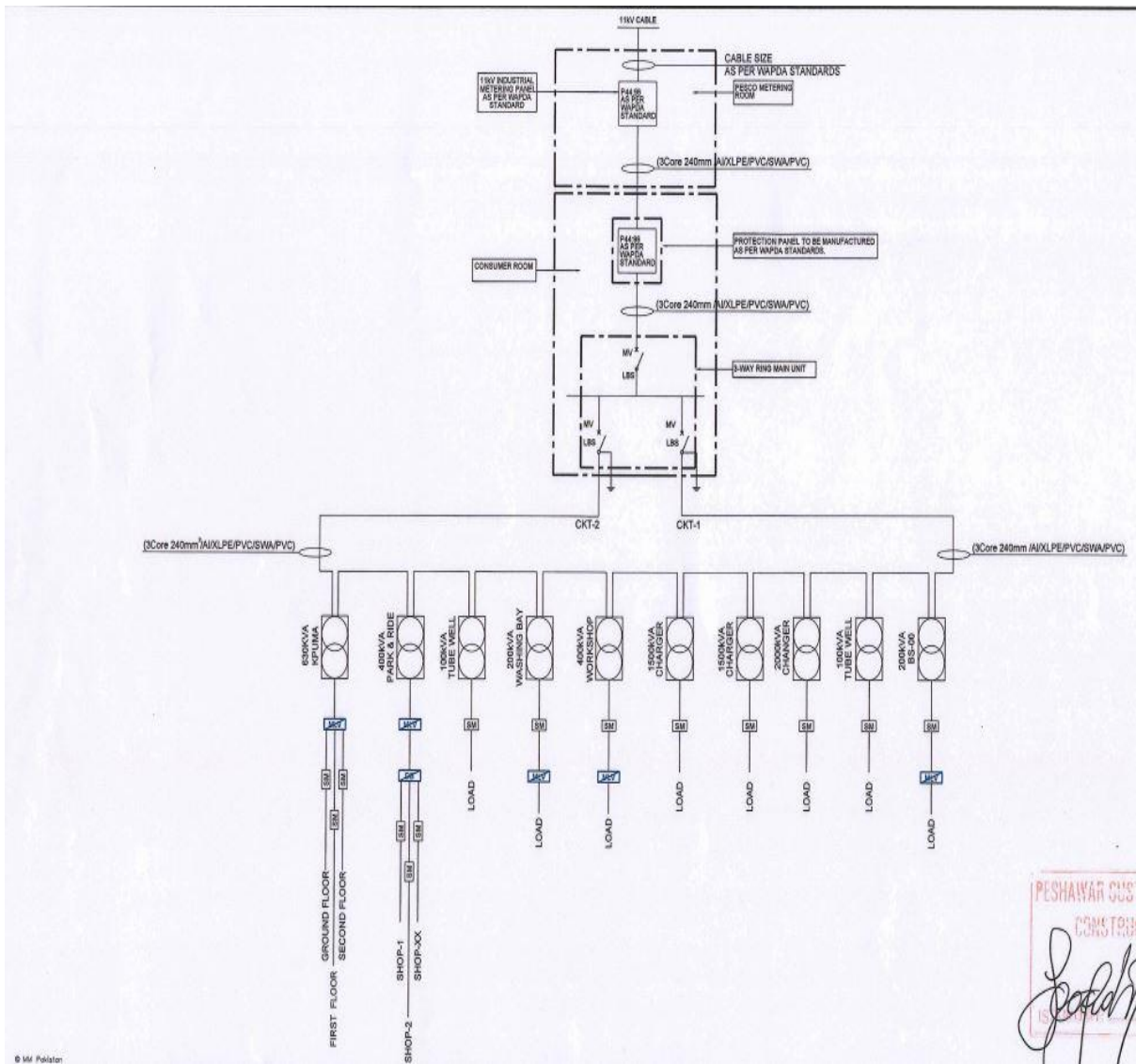
6	Reduction of 20% or more in performance (KWH) based on statistical data of the Solar Park for the last 3 months or other such period decided by TPC	Critical
7	Cables cut, disconnected or loose connections.	Low
8	Illumination having LUX less than 50	Low
9	Lights under the shed are fused or faulty	Low
10	Others.	Category to be decided by the TPC under fault categories defined

Annex-1 (Proposed Location for Solar)



Establishment of Solar Park at BRT Depot, Chamkani

Annex-2 (Power Network Diagram)



Annex-3 (Load Consumption)**Chamkani Depot Daily Consumption/ Load in KVA**

Time	Work Shop	Chargers	KPUMA	BS-01	Total KVA	Total KWH
00:00	51.65	618.36	25.19	10.37	705.57	635.013
01:00	60.19	411.75	30.85	9.78	512.57	461.313
02:00	57.66	390.51	30.85	9.68	488.70	439.83
03:00	60.21	0	30.69	11.90	102.80	92.52
04:00	43.74	0	32.34	11.52	87.60	78.837
05:00	35.88	0	34.56	4.88	75.32	67.785
06:00	47.51	0	59.17	6.02	112.70	101.43
07:00	44.62	0	63.31	6.01	113.94	102.546
08:00	55.69	0	98.82	7.07	161.58	145.422
09:00	70.52	0	117.15	8.12	195.79	176.211
10:00	71.92	0	129.83	7.18	208.93	188.037
11:00	73.59	0	138.06	6.53	218.18	196.362
12:00	83.26	0	138.68	5.06	227.01	204.309
13:00	78.13	0	173.37	4.74	256.25	230.628
14:00	73.95	0	208.07	5.68	287.71	258.936
15:00	71.24	0	263.55	5.43	340.23	306.207
16:00	55.46	246.36	264.19	5.47	571.48	514.332
17:00	48.39	78.14	251.91	5.59	384.03	345.627
18:00	26.50	575.38	197.50	4.87	804.25	723.825
19:00	50.36	781.02	84.91	7.24	923.53	831.177
20:00	45.15	802.24	72.74	14.02	934.15	840.735
21:00	57.44	812.84	50.06	11.83	932.17	838.953
22:00	53.58	823.5	30.85	12.20	920.13	828.117
23:00	51.65	667.38	28.02	11.05	758.10	682.29
Average	57.01	258.65	106.44	8.01	430.11	387.10
Total Per Day Consumption						9,290.44

ANNEXURE-D.
PAYMENT CALCULATION SCHEDULE

1. PAYMECH MECHANISM IN PHASE-I

TransPeshawar shall pay the Service Provider according to the categories and in the manner specified below in Phase-I.

1.1 Contract Price (Price Schedule No. 1) (Phase-I)

- a) Forty percent (40%) of the entire Contract Price of Phase-1 shall be paid against Delivery in Peshawar at Chamkani Depot & upon receipt of an invoice by TransPeshawar. The invoice shall include Delivery Inspection Report, LLD Approval of TransPeshawar and equipment list in accordance with LLD.
- b) Thirty percent (30%) of the entire Contract Price of Phase-I shall be paid against Installation in Peshawar upon receipt of an invoice by TransPeshawar.
- c) Thirty percent (30%) of the entire Contract Price of Phase-I shall be paid against Completion upon receipt of an invoice by TransPeshawar and three months of satisfactory performance of Solar Park during commercial operation.
- d) Payments shall be made promptly by TransPeshawar, but in no case later than thirty (30) days after submission of a valid invoice by the Service Provider.

2. MONTHLY PAYMENTS IN PHASE-II/ RECURRENT COSTS

TPC shall pay the Service Provider according to the manner specified below from Notice of Operation. For clarity, the Notice of Operation shall be issued upon Completion of the system.

For each Month (m) following Date of Operation Notice, the Service Provider shall be entitled to a payment (**Monthly Payment**) calculated in accordance with the following formula:

Monthly Payment_m = **Kilowatt Hours Consumed x Kilowatt Hour Charge x (1- Performance Payout Percentage) - RF**

Where:

Kilowatt Hour Charge means Kilowatt hour charge expressed in PKR and offered by the Bidder in Financial Proposal as a percentage of electricity rate notified by National Electric Power Regulatory Authority (NEPRA) for the category of General Services classified in Category A-3a(66) and updated from time to time. The NEPRA rate for this category on September, 2024 is Rs. 43.64. This is calculated from the percentage quoted by the Bidder and is multiplied by the NEPRA rate (as updated from time to time).

Kilowatt Hours Consumed means the number of Kilowatt hours actual consumed by the ZU Complex and adjusted by PESCO in monthly bills. Readings from the bill received from PESCO or other mechanism decided by TPC shall be used for calculation. No compensation or charges shall be paid to service provider for units consumed/purchased from PESCO.

% Bid means the bid quoted by the bidder in Financial Proposal Form

NEPRA Rate means rate notified by NEPRA for the category of General Services classified in Category A-3a (66) as updated from time to time. The NEPRA rate for this category on September, 2024 is Rs. 43.64.

Performance Payout Percentage means ten percent (10%).

RF means any amount to be retained in relation to the provisioning of the Reserve Fund.

The Service Provider shall raise an invoice to the TPC for an amount equivalent to the Monthly Payment for Month (m) (plus any applicable Sales Tax on Services). The Monthly Payment for Month (m) shall be made by the TPC within twenty (20) Business Days of receiving such copy. TPC will notify Performance Deduction Percentage for Month (m) in accordance with the provisions of Operation Specification Schedule to the Service Provider for deduction from the Monthly payment in first 10 Business days of the Month. Service Provider will have right to defend the Performance Deduction Percentage to TPC. Monthly payment will be paid in local currency only.

3. Monthly Performance Payment

3.1 For each Month (m), the Service Provider shall be entitled to a payment (**Monthly Performance Payment**) calculated in accordance with the following formula:

Monthly Performance Payment_m

$$= (1 - PD\%_m) \times MP_m \times \frac{PP\%}{(1 - PP\%)} - RF$$

where:

MP_m means the Monthly Payment which the Service Provider is entitled to for Month (m) excluding Reserve Fund.

PD%_m means the Performance Deduction Percentage applicable to the Service Provider for Month (m).

PP% means the Performance Payout Percentage, which shall be ten percent (10%).

RF means any amount to be retained in relation to the provisioning of the Reserve Fund.

3.2 Within ten (10) days of start of the month, TPC shall notify the amount of the Monthly Performance Payment. The Service Provider shall raise an invoice to TPC for an amount equivalent to the Monthly Performance Payment for Month (m) (plus any applicable Sales Tax on Services). The Monthly Performance Payment for Month (m) shall be made by the Fund Manager within five (5) Business Days of TPC receiving such invoice.

Annex-G
PERFORMANCE GUARANTEE

(To be printed on Judicial Stamp Paper of Prescribed Fee)

This **Performance Guarantee No.** <Insert No.> is made on <Insert date> 2024 (the “**Guarantee**”)

Ref: Request for Proposal for **Establishment of Solar Park (1 MW) at BRT Depot, Chamkani** advertised on <Insert date> and Letter of Award <Insert date>

Beneficiary: **TRANSPESHAWAR (THE URBAN MOBILITY COMPANY)**, a company incorporated with Security Exchange Commission of Pakistan in February 09, 2017, with company registration No.0105691 and whose registered address is at TransPeshawar Building, Second Floor, Near Chamkani BRT Depot Peshawar, KPK, Pakistan.

1. GUARANTEE

- 1.1 We <Insert name of Bank> Bank (the “**Guarantor**”) have been informed that <Insert name of Winning Bidder> has been declared Winning bidder in reference tender.
- 1.2 The Winner bidder, <Insert name of the company> hereinafter called (the “**Service Provider**”) has to establish Solar Park and provide operation and maintenance services for the Solar Park. The <Insert name of the company> is obligated to sign agreement for **Establishment of Solar Park (1 MW) at BRT Depot, Chamkani** (the “**Agreement**”) with TPC relating to the Establishment of Solar Park and provision of operation and maintenance services as part of the Agreement.
- 1.3 The Guarantor hereby irrevocably and unconditionally undertakes to pay to TPC on its first demand for payment, without regard to any objections or defences to TPC’s demand from the Service Provider or any other person, an amount or amounts not exceeding in total. PKR xxxx (xxxxx Pakistani Rupees).

2. TIME FOR PAYMENT

- 2.1 Any amount demanded by TPC shall be paid by Guarantor to TPC within three (03) calendar days of receipt of the TPC’s demand for payment stating that the Service Provider is in breach of its obligations arising under, out of or in connection with the Agreement and the Guarantor shall have neither the right nor the duty or obligation to challenge the accuracy or sufficiency of such statement or the amount specified in the demand.

3. VALIDITY OF GUARANTEE

- 3.1 This Guarantee shall come into force on the date hereof and shall remain valid until <insert date> whereupon this Guarantee shall expire and be returned to the Guarantor.

4. PAYMENT FREE OF DEDUCTIONS AND WITHHOLDINGS

- 4.1 Any payment under this Guarantee shall be made free and clear of, and without deduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

5. Notices and Demands for Payment

- 5.1 Any demand for payment made under this Guarantee shall be delivered by hand or

registered courier and be deemed to be duly made at the time of, and on the date of, delivery to the contact details of the addressee stated in Schedule (the “**Contact Details**”).

5.2 Any notice given under this Guarantee shall be deemed to be duly given:

A. in the case of email:

- (A) at the time of receipt by the sender of an email acknowledgement from the intended addressee’s information system showing that the email has been delivered to the email address of that addressee; or
- (B) if no email acknowledgement is received, then at the time the email enters an information system which is under the control of the intended addressee (and the addressee shall make available at the request of the sender, evidence of such time); and

B. in the case of delivery by hand or registered courier, at the time of and on the date of delivery.

5.3 Any notice or demand given or made by TPC or the Guarantor relating to this Guarantee shall be in English.

6 DISPUTE RESOLUTION

6.1 This Guarantee shall be governed by, interpreted and construed in accordance with the laws of the Islamic Republic of Pakistan. Each Party consents to the jurisdiction of the courts in the Islamic Republic of Pakistan.

EXECUTED for and on behalf of
[*GUARANTOR*]

.....

(signed)

Name

Witnesses:

SCHEDULE TO THE PERFORMANCE GUARANTEE

Contact Details

For TPC:

TransPeshawar Company (The Urban Mobility Company)

TransPeshawar Building, First Floor

Near Chamkani Depot, Peshawar

KPK, Pakistan

Tel: 0092-91-xxxxxxxxx

Email: *info@transpeshawar.pk*

For the Attention of Chief Executive Officer, TransPeshawar (The Urban Mobility Company)

For the Guarantor:

<*Insert Guarantor's Name*><*Address line 1*><*Address line 2*><*Address line 3*>Tel: <*Insert Guarantor's telephone number*>Email:<*Insert Guarantor's email address*>

For the Attention of <_____>

SERVICE PROVIDER AGREEMENT

between

TransPeshawar Company

and

[Solar Company]

For

**Establishment of Solar Park (1 MW) at BRT
Chamkani Depot**

Date:

CONTENTS

PART A - GENERAL	1
1. Preliminary Matters	1
2. Appointment of Service Provider	2
3. Performance Guarantee	2
4. Payment for Services	3
5. Tax.....	3
PART B - THE SOLAR PARK	3
6. The Solar Park	3
7. Delivery, Operation and Maintenance of the Solar Park	3
PART C - SERVICE PROVIDER RESPONSIBILITIES	4
8. General Obligations – Operations and Maintenance	4
9. Operations of the Solar Park by Service Provider	4
10. Operating Licenses	5
11. Co-operation with Other Contractors	6
12. Employment	6
13. Uniforms.....	6
14. Image and Marketing.....	6
15. Access control.....	6
16. Monitoring of the Services	7
17. Provision of Financial Information.....	7
18. Incident Reporting	7
19. Other responsibilities.....	8
PART D - MAINTENANCE OF SOLAR PARK	8
20. General Obligations.....	8
21. Maintenance.....	8
22. Reserve Fund.....	9
23. Spare Parts	9
24. Tools and equipment.....	10
PART E - AUTHORISED REPRESENTATIVES, PROTOCOLS AND SERVICES NOTICES	10
25. Authorised Representative	10
26. Service Notices, Protocols and Amendments	10

PART F – LIQUIDATED DAMAGES	10
27. Liquidated Damages	10
PART G – WARRANTIES AND CHANGE IN OWNERSHIP	11
28. Warranties, Undertakings and Indemnities	11
PART H - FORCE MAJEURE, NECESSARY ACTION, BREACH, TERMINATION AND DISPUTE RESOLUTION	13
29. Force Majeure	13
30. Step-in and Necessary Action	14
31. Breach and Termination	15
32. Dispute resolution.....	16
PART I - MISCELLANEOUS MATTERS	18
33. Hazardous Substances	18
34. Intellectual Property.....	18
35. Insurance	18
36. Periodic review of the Agreement.....	18
PART J - FINAL PROVISIONS	19
37. Addresses and notices	19
38. Change in Law	20
39. Remedies	20
40. Confidentiality.....	20
41. Severance.....	20
42. No agency	20
43. Corruption and Fraud	21
44. Entire Agreement	21
45. No stipulation for the benefit of a third person	21
46. No representations	21
47. Amendment.....	21
48. Indulgences.....	21
49. General co-operation.....	21
50. Governing law	22
51. Language	22
52. Independent advice	22
53. Good faith.....	22

54.	Survival of rights, duties and obligations.....	22
55.	Assignment	22
56.	Waiver.....	23
57.	Costs.....	23
	ANNEX A	2
	DEFINITIONS AND INTERPRETATION	2
1.	Definitions	3
2.	Interpretation.....	8

THIS SOLAR ENGERGY SERVICE PROVIDER AGREEMENT (the “**Agreement**”) is made on [.....] 2023

BETWEEN

1. **TRANSPESHAWAR (THE URBAN MOBILITY COMPANY)**, a company incorporated with Security Exchange Commission of Pakistan on February 09, 2017 with company registration no.0105691 and whose registered address is at TransPeshawar Building, Second Floor, Near Chamkani BRT Depot Peshawar, KPK, Pakistan (“**TPC**”); and
2. *<Insert name of the Company/ Firm/ Individual>, a company/ Firm incorporated in [.....], with company/ Firm registration no. [.....] and whose registered address is at [.....]* (the “**Service Provider**”).

TPC and the Service Provider are individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. TPC is a corporate entity established by the Government of Khyber Pakhtunkhwa, Pakistan responsible for design, procurement, implementation and ongoing BRT operations in the Peshawar BRT System.
- B. TPC intends to enter into long-term agreements with suitable service provider (selected through a competitive bidding process) who will design, procure, supply, install, commissioned and provide operation and maintenance services for Solar Park established by Service Provider as part of the Project.
- C. TPC wishes to appoint the service provider on a non-exclusive basis to provide the Services and the Service Provider wishes to accept such appointment and carry out the Services, in accordance with the terms and conditions of this Agreement.

NOW THE AGREEMENT PROVIDES:

PART A - GENERAL

1. Preliminary Matters

1.1 Definitions and Interpretation

- 1.1.1 The defined words and expressions set out in Clause 1 of Annex A [*Definitions and Interpretation*] hereof and the provisions relating to the construction and interpretation of the Agreement set out in Clause 1.1.63 of Annex A [*Definitions and Interpretation*] hereof shall apply to the Agreement.
- 1.1.2 In the event of any inconsistency between the provisions of the body of this Agreement and the Annexes, or between any of the Annexes, the conflict shall be resolved according to the following descending order of priority:
 - (a) the body of this Agreement, including Annex A;
 - (b) Annex B [Letter of Award];
 - (c) Annex C [Schedule of Requirements];
 - (d) Annex D [Payment Calculation Schedule];
 - (e) Annex E [Technical Proposal]
 - (f) Annex F [Low Level Design]
 - (g) Annex G [Performance Guarantee]; and
 - (h) Annex H [Request for Proposal].

1.2 Effect of this Agreement

1.2.1 The Parties hereby agree that this Agreement shall immediately be binding on them as of the Effective Date.

2. Appointment of Service Provider

2.1 Appointment

2.1.1 TPC's signing this Agreement shall indicate its appointment of the Service Provider to provide the Services. Such appointment shall only be effective as of the Effective Date.

2.1.2 The Service Provider hereby accepts the appointment by TPC and agrees to provide the Services in accordance with the terms and conditions of this Agreement.

2.2 Commencement of the Services and Term

2.2.1 The Service Provider shall provide the Services from the Commencement Date until the Termination Date.

2.2.2 The Time for Completion of designated parts or the whole of the Works shall be;

i) Phase-I: Design, Procurement, Supply, Installation, Testing and Commissioning of Solar Park involving hardware, software and supporting infrastructure (mentioned in Schedule of Requirements) within 8 months from the Commencement Date.

ii) Phase-II: Operation and Maintenance Services of Solar Park for a period of ten (10) years starting from the Date of Operation Notice

2.2.3 Unless this Agreement is earlier terminated, the Service Provider shall continuously provide the Services contemplated under this Agreement (as may be amended pursuant to its terms). Subject to the satisfaction of Services by Service Provider and mutual consent of the Parties, the term may be extended for five (05) years or another period agreed by the Parties on the same terms and condition.

3. Performance Guarantee

3.1 The Service Provider shall ensure that it maintains with TPC a valid, enforceable and irrevocable Performance Guarantee until the Service Provider has fulfilled all its obligations under the Agreement. The Service Provider shall have delivered to TPC the duly executed Performance Guarantee in the prescribed form and in the amount of 10 % of the Contract Price. The Performance Guarantee shall have a term of one (01) year and shall be renewed or replaced and delivered to TPC no later than thirty (30) days before its expiry. TPC shall return the previously provided Performance Guarantee to the Service Provider within fourteen (14) days of the receipt of the replacement of Performance Guarantee. The Contract price for the purpose of Performance Guarantee shall be the price of Financial Proposal Form i.e contract price of Phase-I and Phase-II at bid submission date.

3.2 The Performance Guaranteed shall be issued by the Scheduled Bank of Pakistan having minimum Credit Rating of AA in long run.

3.3 If the Service Provider fails to provide TPC with a replacement Performance Guarantee as required under this Agreement, TPC may (without prejudice to its other remedies) immediately liquidate all or part of the Performance Guarantee.

3.4 If the Performance Guarantee is partially liquidated, the Service Provider is obliged to replenish the Performance Guarantee in full within seven (7) days of the date of any liquidation thereof. If the Service Provider fails to replenish the Performance Guarantee in accordance with this clause, this shall constitute a material breach of this Agreement and TPC shall be entitled to liquidate the remainder of the Performance Guarantee and terminate this Agreement pursuant to clause 31.1.

3.5 Subject to the fulfilment by the Service Provider of all of its obligations under this Agreement, the Performance Guarantee shall be released by TPC within thirty (30) days after the Termination Date.

3.6 All fees, taxes and expenses associated with preparing, providing, issuing, extending, replacing, replenishing or stamping (if applicable) of the Performance Guarantee shall be borne by the Service Provider.

4. Payment for Services

4.1 Payment to the Service Provider for the provision of the Services shall be made in accordance with the Payment Calculation Schedule.

4.2 TPC shall be entitled to adjust any amount in upcoming payment which are due to either Party.

4.3 Any payment to the Service Provider shall not constitute a waiver of any right held by TPC in respect of a breach of this Agreement by the Service Provider.

5. Tax

5.1 To the extent that the Services or any additional activities and/or services offered by the Service Provider pursuant to this Agreement are taxable, the Service Provider agrees to bear all Applicable taxes, charges, duties and/or tariffs by itself (Except Sales Tax on Services) and, upon request from TPC, provide proof that such obligations have been satisfied in full.

5.2 In respect of tax-exempt Services, if any, the Service Provider shall at all times be in possession of a valid tax clearance certificate and shall provide the same to TPC on an annual basis and to the extent that the Service Provider is not in possession of a valid tax clearance certificate, it shall immediately provide TPC with satisfactory proof of its application for such tax clearance certificate.

5.3 TPC may cease all payments to the Service Provider in respect of any period during which the Service Provider is not in compliance with the provisions of clauses 5.1 and 5.2 above. Upon such compliance by the Service Provider, TPC shall effect payment of all amounts that had been withheld pursuant to this clause.

PART B - THE SOLAR PARK

6. The Solar Park

6.1 1 Mega Watt Solar Park

6.1.1 The Service Provider shall design, procure, supply, install, commission Solar Park having capacity of 1 MW (-0.5%) and provide operation and maintenance services for the Equipment and Allied Facilities of Solar Park at its own cost.

6.1.2 For the duration of this Agreement, unless agreed otherwise in writing by the Parties, the Service Provider shall use the Solar Park solely for the provision of the Services in accordance with this Agreement.

6.1.3 Legal title and ownership of the delivered Solar Park (including all associated tools and equipment) shall be of TPC at the end of term.

6.1.4 The Service Provider shall not create or allow the creation of any Encumbrance in any manner of the Solar Park without the prior written consent of TPC.

7. Delivery, Operation and Maintenance of the Solar Park

7.1 The Service Provider shall design, procure, supply, install, and commission (Phase-I) Solar Park of 1 MW (-0.5%) capacity and provide Operation and Maintenance Services (Phase-II) the Solar Park as per Milestone and the Service Provider shall be obliged to accept such Milestone in accordance with this Agreement.

- 7.2 The Solar Park shall be properly operated and maintained by the Service Provider in accordance with the manufacturer's standards, PESCO/ NEPRA regulation, best international practices and/or requirements.
- 7.3 TPC shall be entitled to conduct unscheduled inspections of each Service Provider to ensure that it continues to be in compliance with the Schedule of Requirements and in satisfactory operational condition (fair wear and tear excluded). If Solar Park is found not to be in compliance with the Schedule of Requirements or in unsatisfactory condition, TPC shall immediately inform the Service Provider and the Service Provider shall, within a reasonable time or a time determined by TPC, effect the required repairs/replacement at its own cost.
- 7.4 If Solar Park or any of its Equipment or allied facilities requires repair/replacement and is not so repaired/replaced by the Service Provider within a reasonable time or the time determined by TPC, TPC shall be entitled to either liquidate a part or all of the Performance Guarantee for purposes of effecting such repairs/replacement and/or access the Reserve Fund for purposes of effecting such repairs/replacement. Any usage of the Reserve Fund by TPC shall obligate the Service Provider to replenish the Reserve Fund to the required and/or agreed levels.

PART C - SERVICE PROVIDER RESPONSIBILITIES

8. General Obligations – Operations and Maintenance

- 8.1 The Service Provider shall operate and maintain the Solar Park in accordance with this Agreement (including the Schedule of Requirements) and the Applicable Law.
- 8.2 The Service Provider shall ensure that the Solar Park at all times is in compliance with the Schedule of Requirements, the requirements of any applicable specifications and the Applicable Law.
- 8.3 The Service Provider shall maintain detailed Solar Park maintenance and repair records for the duration of this Agreement. TPC shall be entitled to audit such records upon giving the Service Provider no less than forty-eight (48) hours' notice. The Service Provider shall also provide these records (or any portions thereof) as may be reasonably requested by TPC.
- 8.4 Unless expressly specified in this Agreement, the Service Provider shall solely be responsible for all cost and/or expenses associated with the fit-out, furnishing, administration, office space and/or any and all operational costs associated with its operations until the Termination Date.

9. Operations of the Solar Park by Service Provider

- 9.1 The Service Provider shall provide the Services strictly in accordance with the Schedule of Requirements and any further instructions of TPC given pursuant to this Agreement.
- 9.2 The Service Provider shall be obliged to log a report regarding breakdown or malfunctioning of Solar Park with TPC within fifteen (15) minutes of the occurrence (or as soon as practicable thereafter), detailing the nature and location of the incident and where applicable, details of the parties involved.
- 9.3 Temporary interruptions
- 9.3.1 The reduction in energy production by the Service Provider shall only be permitted if such temporary interruption is due to:
- (a) weather conditions (subject to prior agreement with TPC), or any Event of Force Majeure; or

(b) immediate danger to life and/or personal injury and/or serious damage to property, in which event, TPC and the Service Provider shall meet in good faith on an urgent basis, to agree upon the reduced energy and the expected date and/or time of recommencement of the energy, or if the Parties fail to reach agreement within one (1) hour after having met for the first time, TPC's decision shall be final and binding on the Parties.

9.3.2 Where the Service Provider is of the opinion that energy production should be reduced or suspended due to boycott action, intimidation, violence, strike action or any threats, either against the Service Provider or generally, the Service Provider shall refer the matter to TPC for its decision, which shall be final and binding and not be subject to the provisions of clause 32. Should TPC decide that such reduction or suspension of Solar Park is justified, no Liquidated Damages shall apply. However, should TPC decide that such reduction or suspension is not justified and the Service Provider nevertheless fails to render the Services for any period of time whilst the action or threats contemplated above continue, the Service Provider shall be penalised in accordance with clause 27 and the Schedule of Requirements and no payment shall be made in respect of such reduction or closure.

9.3.3 The Service Provider shall inform TPC immediately of any proposed reduction or suspension of pursuant to clause 9.3.1(a) and/or clause 9.3.1(b) and the Parties shall meet on an urgent basis to agree upon such intimation, or if they fail to reach agreement within a reasonable time as determined by TPC, TPC's decision shall be final and binding on the Parties and clause 32 shall not apply in relation to TPC's decision.

9.4 Skill and care in rendering uninterrupted Services

9.4.1 The Service Provider shall exercise the highest degree of skill, care and diligence in the provision of the Services to the reasonable satisfaction of TPC.

9.4.2 Without limiting the generality of the foregoing, the Service Provider shall provide the Services at a standard which would reasonably avoid the incurring of Liquidated Damages as contemplated in the Schedule of Requirements.

9.4.3 The Service Provider acknowledges and accepts that it is imperative for the success of the BRT System that the Services are rendered without interruption or delay and undertakes to do all things reasonably necessary to ensure such uninterrupted, prompt and efficient service.

9.4.4 The Service Provider shall at all times comply with any standard operating and control procedures and requirements for the day to day administration, monitoring, control and performance of this Agreement as may be reasonably determined by TPC from time to time and the specific circumstances under which the BRT System operates from time to time, which shall include the Schedule of Requirements.

10. Operating Licenses

10.1 The Service Provider shall maintain the validity of all Operating Licences for the duration of this Agreement and shall ensure that the terms or conditions of such Operating Licenses are not contravened.

10.2 The Service Provider shall obtain and maintain Licensing from National Electric Power Regulatory Authority (NEPRA) on behalf of TPC under the NEPRA (Alternative and Renewable Energy) Distributed Generation and Net Metering Regulation, 2015.

11. Co-operation with Other Contractors

- 11.1 Where interaction between the Service Provider and any Other Contractors/Operators/ other service provider is required in accordance with this Agreement, in practice or in accordance with a Service Notice or Protocol, for the efficient and effective operation of the BRT system, the Service Provider shall co-operate with Other Contractors/Operators/ Other Service Provider and shall take such reasonable steps as may be required to formulate the necessary operating procedures and practices by agreement with Other Contractors, in accordance with the Service Notice or Protocol, as the case may be.
- 11.2 Should the Service Provider and Other Contractors fail to reach an agreement as contemplated in clause 11.1, TPC shall be entitled to issue a Protocol to regulate their interaction or make a final determination in the event of a dispute between them, as the case may be.
- 11.3 In any event, notwithstanding the provisions above, TPC shall at all times be entitled to issue Protocols regulating the interaction between the Service Provider and Other Contractors/Operators/ Other Service Provider.
- 11.4 The Service Provider shall be obliged to follow such Protocols, which, in the event of a conflict, shall supersede any agreement between the Service Provider and Other Contractors/ Other service provider in accordance with clause 11.1 above.

12. Employment

- 12.1 The Service Provider shall recruit and employ all Employees necessary to provide the Services, including operator, mechanics, washer/cleaner, inspectors and all other administrative and management staff.
- 12.2 The Service Provider shall, in recruiting Employees to comply with its obligations in accordance with this Agreement, and shall where appropriate, provide any training required (including but not limited to emergency management and services) to render such persons suitable to provide the Services required under this Agreement.
- 12.3 The Service Provider shall ensure that Employees are paid in accordance with Applicable Law and provide such proof on demand to TPC for payment of wages paid, leave record, and EOBI/ESSI (if applicable),

13. Uniforms

- 13.1 The Service Provider shall ensure that its Employees are appropriately attired in the Uniforms prescribed in the Schedule of Requirements (as may be amended from time to time). At least, the operation and maintenance staff working in Depot shall wear Uniform.

14. Image and Marketing

- 14.1 The Service Provider shall not use any image, brand name, company name or his parent company name, markings, graphics and/or signage of TPC for any purpose except with the written approval of TPC.
- 14.2 The Service Provider shall comply with instructions from TPC from time to time regarding branding in terms of the use of graphics, brand name, company name, information, signage, information, advertising and will co-operate with and participate in agreed marketing programmes as directed by TPC.
- 14.3 The Service Provider shall procure, install, operate, and maintain one backlit board branded as “ZU Solar Park Chamkani” of dimension 50 x 10 feet.

15. Access control

- 15.1 The Service Provider shall coordinate with the Vehicle Operating Company to monitor access control to Depot. The Vehicle Operating Company shall be primarily responsible for managing access control to Depot.

15.2 The Check-in and Check-out of Employees and Equipment from Depot shall be through SOP and with the written permission of TPC.

16. Monitoring of the Services

16.1 TPC shall be entitled to require regular written reports by the Service Provider in such reasonable form, detail and frequency as may be determined by TPC or to call meetings with the Authorised Representative of the Service Provider on reasonable notice, for any purposes regarding the performance of the Services and/or the implementation of this Agreement.

16.2 An Authorised Representative of TPC shall at all reasonable times be given access to the Solar Park, the Equipment, and any place where the Services (or any portion thereof) are being performed to satisfy itself as to the Service Provider's compliance with its obligations under this Agreement and for purposes of assessing the Service Provider's performance against agreed KPIs.

17. Provision of Financial Information

17.1 For the duration of this Agreement, the Service Provider shall deliver to TPC audited annual financial statements of the Service Provider within One-fifty (150) days after each relevant Financial Year-end.

17.2 The Service Provider shall provide TPC with all information as TPC may be required to provide to any Regulatory Bodies, from time to time.

17.3 The Service Provider shall furnish to TPC, within three (03) Business Days of receipt by it of written demand from TPC, all such additional information as may be reasonably required by TPC from time to time.

17.4 The Service Provider shall notify TPC in writing, immediately (but in all events within seven (7) days) upon the occurrence of any of the following events:

17.4.1 if the Service Provider considers or resolves to seek any insolvency, bankruptcy or similar protection under Applicable Law.

17.5 If the Service Provider notifies TPC pursuant to clause 17.4, such notice shall set out the full details of the Financial Distress or the actual or proposed action, and TPC shall be entitled, without derogating from and/or diminishing any rights and/or entitlements it may have under this Agreement, under Applicable Law or otherwise, to do all things it deems necessary in order prevent any potential disruption to the Services.

18. Incident Reporting

18.1 Should the Service Provider become aware of events or circumstances which have prevented, are preventing or will prevent the Service Provider from providing the Services, the Service Provider shall immediately after becoming so aware, advise TPC of such events or circumstances and also indicate the manner in which the provision of the Services were, are or are going to be impacted.

18.2 In addition to any obligations under Applicable Law, the Service Provider shall immediately after its occurrence notify TPC or its Authorised Representative of any accident relating to the Services in which persons have been injured or killed.

18.3 The Service Provider shall be required to report all other incidents as may be further defined by a Protocol, excluding such incidents as described in clause 18.2 above, to TPC in writing within two (2) Business Days of the Service Provider becoming aware or where a prudent Service Provider should have reasonably become aware of the incident.

18.4 The Service Provider shall report:

18.4.1 any acts of vandalism or damage to the Solar Park;

18.4.2 the obvious need for replacement of Equipment; and

18.4.3 the misuse of Solar Park by the Vehicle Operating Company.

19. Other responsibilities

- 19.1 The Service Provider shall be responsible for the safe disposal of waste, consumables, oil, lubricant or water containing any variation of such lubricant in accordance with the Applicable Law. Furthermore, the defective parts or consumables removed from the Solar Park shall be the property of the Service Provider.
- 19.2 The Service Provider shall at its own cost comply with all labor, employment, occupational health and safety laws, regulations and standards applicable to the Services.
- 19.3 The Service Provider shall depute at least one technical person round the clock (24 x 7) at depot for dealing of emergencies
- 19.4 The Service Provider shall depute at least one person (Co-ordination Executive) in Control Centre during Bus Operation Hours for effective co-ordination with TPC. The executive shall have minimum education of Bachelor of Science and shall perform the following tasks:
- a) Inform immediately incidents on WhatsApp, or such other medium for communication;
 - b) Monitor, operate and generate reports from the Solar System / SCADA / RMS;
 - c) Prepare and share report on daily basis or other schedule directed by TPC; and
 - d) Any other task assigned by TPC.

PART D - MAINTENANCE OF SOLAR PARK

20. General Obligations

- 20.1 The Service Provider shall, at all times during the term of this Agreement, ensure that Solar Park are kept in a state of good repair and maintained in accordance with the Distribution Company requirements and/or recommendations and the provisions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Service Provider shall:
- 20.1.1 be liable for any damage caused to the Solar Park in accordance with its obligations under this Agreement; and
 - 20.1.2 at all times, unless expressly stated otherwise in this Agreement, be responsible for the service, maintenance and upkeep of the Solar Park.

21. Maintenance

- 21.1 The Service Provider shall at all times be required to service, maintain and repair the Solar Park at its own cost and in strict accordance with the specifications, requirement and/or recommendations of the TPC or NEPRA or PESCO as notified to the Service Provider from time to time. The Service Provider shall do all things required to ensure that TPC does not in any way breach its obligations under the Agreement signed with NEPRA or PESCO for Net-Metering Services.
- 21.2 The Service Provider shall, at its own cost, ensure that Solar Park undergoes Inspection Test according to Applicable Law and the results and other records relating to such tests shall be maintained and made available to TPC at its request. TPC may, in its discretion, request that the results of each such test be forwarded to TPC within seven (7) days of the completion of each such test.

- 21.3 If at any time a Solar Park is in need of service, maintenance and/or repair and the Service Provider fails to make such repair within a reasonable time, TPC shall notify the Service Provider of such failure and shall indicate in that notice the type of service, maintenance and/or repair that is required and the period within which such service, maintenance and/or repair must be completed. If such service, maintenance and/or repair is not completed within the time specified in TPC's notice, TPC shall be entitled to effect such service, maintenance and/or repair at the cost and expense of the Service Provider in which case TPC may, in its discretion, liquidate partially or fully the Performance Guarantee or pursue its reimbursement of costs and expenses by accessing the Reserve Fund.
- 21.4 The Service Provider shall maintain a complete and detailed record of all service, maintenance and/or repairs (including the cost of any such service) for Solar Park and shall, upon reasonable notice, make such records available to TPC for audit and/or inspection.

22. Reserve Fund

- 22.1 The Service Provider shall establish the Reserve Fund which shall be maintained by TPC as security against amounts which may become due and payable to TPC during the term of this Agreement.
- 22.2 The Reserve Fund shall be built up from amounts retained by TPC from payments due to the Service Provider in Phase-I & II Payments. TPC shall retain no more than three percent (3%) of each payment due to the Service Provider, up to PKR 3,000,000 (three million).
- 22.3 Subject to clause 22.4, TPC shall be entitled to, in accordance with the express terms of this Agreement, make withdrawals from the Reserve Fund at any time after the Commencement Date.
- 22.4 The Service Provider shall name TPC as a co-beneficiary on the Reserve Fund account and execute all documents and do all things necessary to ensure that the bank or other financial institution with whom the Reserve Fund is established is authorized and empowered to, upon first written demand from TPC, immediately withdraw and/or transfer the demanded amounts to TPC with or without objection from the Service Provider.
- 22.5 Prior to making any withdrawal from the Reserve Fund, TPC shall have notified the Service Provider of the Service Provider's breach of a specific obligation under the Agreement, and shall also provide relevant details in respect of the breach (including the details of the Service Provider's failure to remedy the breach within the time agreed and/or specified by TPC).
- 22.6 TPC shall, prior to making a withdrawal or as soon as practicable following a withdrawal from the Reserve Fund, provide details of the amount to be withdrawn or the amount that has been withdrawn, and purpose of use. Following a withdrawal, the Service Provider shall, within the period specified by TPC or agreed between the Parties, replenish the Reserve Fund in a manner prescribed in clause 22.2. Failure of the Service Provider to replenish the Reserve Fund following a withdrawal pursuant to this clause shall constitute a material breach of this Agreement.
- 22.7 If, upon the expiry of the term of the Agreement or its earlier termination or the termination of the Service Provider's employment under the Agreement, no amounts are due and/or payable to TPC under this Agreement, then the Service Provider shall (within fourteen (14) days of such expiry or termination), be entitled to liquidate the Reserve Fund and retain any and all amounts remaining therein.
- 22.8 Alternatively, TransPeshawar may retain 3 % of the running invoice in accordance with Clause 22.2, if the Bank account are not opened by the Service Provider.

23. Spare Parts

- 23.1 The Service Provider is required to stock and secure spare parts store as well as provide suitably qualified staff members to manage such store in accordance with the Schedule of Requirements.

23.2 The Service Provider shall be responsible for the provision of all spare parts required for the performance of the Services.

24. Tools and equipment

24.1 The Service Provider is required to provide the required tools, machinery and equipment to maintain the Solar Park and/or otherwise to provide the Services in accordance with the Schedule of Requirements.

PART E - AUTHORISED REPRESENTATIVES, PROTOCOLS AND SERVICES NOTICES

25. Authorised Representative

25.1 TPC and the Service Provider shall notify each other, by no later than five (5) days after the Effective Date, of the identity and contact details of their Authorised Representatives. Each Party shall be entitled to replace such Authorized Representative by notice to the other Party.

25.2 In addition to TPC's Authorized Representative, TPC shall, by written notice to the Service Provider, delegate from time to time certain of its obligations under this Agreement. TPC shall clearly specify the responsibility(ies) and/or authority(ies) of such delegate in the notice to the Service Provider. The Service Provider agrees to cooperate fully with any such delegate as a representative of TPC.

25.3 Unless it is stated otherwise in the notice of a Party, a Party's Authorized Representative shall be entitled to bind such Party for any and all purposes connected with this Agreement.

25.4 All Service Notices and other notices required under or pursuant to this Agreement, unless expressly stated otherwise in this Agreement (or instructed in writing by the Party to whom notice is to be given) shall be directed to the Authorised Representative of such Party.

25.5 Without derogating from the generality of this clause 25, TPC and the Service Provider, as the case may be, shall be entitled to appoint further Authorised Representatives for specific matters as detailed in its notification of such Authorized Representative.

26. Service Notices, Protocols and Amendments

26.1 TPC already engaged operator for BRT Operations, to whom TPC granted non-exclusive license for use of Chamkani Depot. TPC shall be entitle to define Protocols for facilitation of Service Provider and Vehicle Operating Company at Chamkani Depot.

26.2 In the event that TPC wishes to amend the items listed in clause 26.1 above, it shall do so by delivery of a Service Notice to the Service Provider.

26.3 TPC shall be entitled to issue reasonable Protocols or amend previously issued Protocols on twenty-four (24) hours' notice to the Service Provider in the case of urgent matters and on seven (7) days' notice in respect of all other matters.

PART F – LIQUIDATED DAMAGES

27. Liquidated Damages

27.1 TPC shall be entitled to impose Liquidated Damages on the Service Provider in accordance with the provisions of this clause 27 and the Schedule of Requirements for the Service Provider's failure to achieve certain KPIs as indicated in the Schedule of Requirements.

27.2 The Parties agree that the amounts specified in this clause 27.2 and the Schedule of Requirements for the Service Provider's failure to achieve certain KPIs represent the likely loss to TPC as a result of any failure of the Service Provider to meet the KPIs and are reasonable and constitute liquidated damages and not a penalty. The Service Provider further waives, to the extent permitted by Applicable Law, any defence as to the validity and quantum of Liquidated Damages set out in this Agreement on the grounds that such Liquidated Damages are void as penalties or otherwise.

- 27.3 TPC shall be entitled to conduct audits of the Service Provider's operations at any time without notice in order to ensure the continued compliance with this Agreement and that the Service Provider continues to achieve the various indicated KPIs. Such audits may be conducted in relation to the Solar Park, Service Provider's staff, Service Provider's offices (including service and performance records) and any other place where any element of the Service is being performed.
- 27.4 To the extent that TPC discovered an instance of the Service Provider's failure to achieve a particular KPI, TPC shall notify the Service Provider with details of the particular KPI, the details of the failure and the applicable Liquidated Damages as indicated in the Schedule of Requirements. TPC may at its discretion specify period and type of certain failure which should be cured/rectified in specific period.
- 27.5 If Liquidated Damages are imposed, then TPC shall be entitled to withhold and/or deduct the imposed amounts from the Service Provider's next payable invoice, any subsequent invoice or in increments from several subsequent invoices.
- 27.6 The maximum amount of Liquidated Damages that may be imposed on the Service Provider in any given month is as indicated in the Schedule of Requirements.

PART G – WARRANTIES AND CHANGE IN OWNERSHIP

28. Warranties, Undertakings and Indemnities

28.1 Service Provider Warranties

- 28.1.1 The Service Provider acknowledges that TPC has entered into this Agreement relying on the strength of the warranties given to TPC by the Service Provider and that the warranties are given with the intention of inducing TPC (which has been so induced) to enter into this Agreement on the basis that such warranties are and shall be correct for the duration of this Agreement.
- 28.1.2 Each Service Provider Warranty shall be a separate Warranty and in no way limited or restricted by any reference to, or inference from, the terms of any other Warranty or by any other provision in this Agreement.
- 28.1.3 The Service Provider accordingly warrants and undertakes that:
- (a) it is properly constituted and incorporated in accordance with the Applicable Law;
 - (b) that satisfied himself of site conditions, requirements and other conditions which are required for procurement, operation and maintenance costs;
 - (c) It has examined the terms and condition of the agreement and made all due diligence in estimation of all operation and maintenance costs of Solar Park and services under the Agreement;
 - (d) Satisfied himself with all the economic, financial and legal variables including but not limited to foreign exchange rates and risk, import restriction, inflation rates, minimum wage rates, customs and tax rates and all related labor and legal obligations;
 - (e) Satisfied himself of all conditions and circumstances affecting Contract price;
 - (f) The input or support of TPC is limited to as mentioned in the Agreement;
 - (g) it has the power, authority and legal capacity to enter into and exercise its rights and perform its obligations under this Agreement;
 - (h) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement;

- (i) the obligations expressed to be assumed by the Service Provider under this Agreement are legal, valid, binding and enforceable to the extent permitted by Applicable Law;
- (j) it will on operation date hold, in cash, an amount equivalent to the acquisition cost of all required tools, equipment, furniture and other basic business materials required for the operating of its business, plus the necessary working capital required during the pre-operational and operational period;
- (k) it is and will be in compliance with all Applicable Laws;
- (l) the Service Provider and its shareholders, are not subject to any obligation, non-compliance with which is likely to cause a material breach of this Agreement;
- (m) no claim is presently being assessed and no litigation, arbitration or administrative proceedings are presently in progress or, to the best of the knowledge of the Service Provider, pending or threatened against it (including its shareholders) or any of its assets which will or might have a material adverse effect on the ability of the Service Provider to perform its obligations under this Agreement;
- (n) it is not the subject of any other obligation, compliance with which will or is likely to have a material adverse effect on the ability of the Service Provider to perform its obligations under this Agreement;
- (o) no proceedings or other steps have been taken and not discharged (nor threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
- (p) all information disclosed by or on behalf of the Service Provider to TPC is true, complete and accurate in all material respects and the Service Provider is not aware of any material facts or circumstances not disclosed to TPC which would, if disclosed, be likely to have an adverse effect on TPC's decision (acting reasonably) to award this Agreement to the Service Provider; and
- (q) all insurance premiums in respect of insurance obligations placed on the Service Provider in accordance with this Agreement have been timely paid and none are in arrears.

28.2 Service Provider Undertakings

The Service Provider undertakes with TPC that:

- 28.2.1 it will give TPC immediate notice upon becoming aware that any judicial or court proceedings, mediation, litigation, arbitration, administrative or adjudication by or against the Service Provider before any court or Regulatory Authority may be threatened or pending;
- 28.2.2 it will not without the prior written consent of TPC (and whether by a single transaction or by a series of transactions whether related or not) sell, transfer, lend, encumber or otherwise dispose of the whole or any part of its business;
- 28.2.3 it will not cease to be lawfully registered in Islamic Republic of Pakistan or transfer in whole or in part its undertaking, business or trade outside the country;
- 28.2.4 it shall immediately notify TPC of any discussions and/or negotiations that may result in a change in the ownership structure of the Service Provider or its ultimate parent company (if applicable).

28.3 TPC and Service Provider Indemnities

- 28.3.1 The Service Provider shall take steps to ensure the safety of property. In particular, the Service Provider shall be responsible for Vehicle, Charger or other Service Provider Equipment in Depot.
- 28.3.2 The Service Provider shall be liable for any loss or damages resulting from damage to property including TPC property, or the death of or injury to any person which is caused directly or indirectly by an intentional or negligent act or omission of the Service Provider, its agents, Employees or sub-contractors.
- 28.3.3 The Service Provider indemnifies and agrees to hold TPC harmless against all claims, demands, suits, proceedings, judgments, damages, loss, costs, charges, fines, penalties, taxes and expenses, of whatsoever nature incurred by either of the Parties, or by any third party, in consequence of a failure by the Service Provider to comply with the terms of this Agreement or any Applicable Law.
- 28.3.4 Nothing contained in this clause 28.3 shall be deemed to render the Service Provider liable for, or require it to indemnify TPC against, any compensation or damages with respect to injuries or damage to persons or property resulting from any negligent act or omission of TPC or its agents or employees in respect of any claims, demands, lawsuits, damages, costs, charges and expenses in respect thereof or pertaining thereto and each Party hereby indemnifies the other against any claims, demands, lawsuits, damages, costs, charges and expenses incurred by such other Party in consequence of the negligent acts or omissions of the other Party's agents or employees.
- 28.4 All warranties, representations, undertakings, indemnities and other obligations made, given or undertaken by the Service Provider in this Agreement are cumulative and none shall be given a limited construction by reference to any other.

PART H - FORCE MAJEURE, NECESSARY ACTION, BREACH, TERMINATION AND DISPUTE RESOLUTION

29. Force Majeure

- 29.1 If either Party is prevented in whole or in part from discharging its obligations pursuant to this Agreement as a result of an Event of Force Majeure, such Party shall, as soon as reasonably practicable, notify the other Party accordingly. The aforementioned notice shall contain the following information:
- 29.1.1 the obligations which are affected and the extent to which the relevant Party cannot perform those obligations;
- 29.1.2 a detailed description of the Event of Force Majeure;
- 29.1.3 an estimate of the time period which the Event of Force Majeure is envisaged to continue; and
- 29.1.4 the measures proposed to be adopted to remedy or minimise the effects of and costs arising from the Event of Force Majeure. If the Service Provider is the Party prevented from discharging its obligations as a result of the Event of Force Majeure and TPC is of the opinion that the measures proposed are not adequate, it shall advise the Service Provider by Service Notice. Such Service Notice may propose alternate or additional measures which in the opinion of TPC may curtail the Event of Force Majeure and/or the costs arising therefrom. Notwithstanding the provisions of this clause 29.1.4, the Service Provider shall be obliged to take all proactive steps as may be reasonably possible in anticipation of Events of Force Majeure so as to enable the Service Provider to mitigate the financial effects thereof, including but not limited to, the entering into of appropriate contractual arrangements with its Employees.

- 29.2 The Party prevented from discharging its obligations pursuant to this Agreement as a result of an Event of Force Majeure shall:
- 29.2.1 use all reasonable endeavours to remedy or minimise the effects of the Event of Force Majeure; and
 - 29.2.2 take all reasonable and necessary steps available to it as contemplated in clause 29.1.4 to mitigate any loss suffered by such Party or the other Party or any passengers as a result of that Party's failure to discharge its obligations pursuant to this Agreement.
- 29.3 In the event that an Event of Force Majeure affects the Service Provider's ability to perform any of its obligations under this Agreement and to the extent that the Services, or any part thereof, are suspended, the Service Provider shall not be entitled to claim payment from TPC for such suspended Services, or any additional costs incurred by the Service Provider as a result of the Event of Force Majeure or in relation to any steps taken by the Service Provider in mitigating the effects of the Event of Force Majeure.
- 29.4 In the event that the Service Provider is the Party affected by an Event of Force Majeure, TPC may, in response to the notice issued by the Service Provider in accordance with clause 29.1, issue a Service Notice to the Service Provider indicating any part of the Services which should nonetheless be performed by the Service Provider for the period during which the Event of Force Majeure subsists. TPC shall in such event make payment to the Service Provider for such Services in accordance with the Payment Calculation Schedule.
- 29.5 If an Event of Force Majeure no longer prevents the Service Provider from performing its obligations under this Agreement, the Service Provider shall be entitled to a reasonable period, taking into account the extent to which it has wound down its operations during the period of Force Majeure, to re-establish the Services in compliance with its obligations under this Agreement.
- 29.6 If an Event of Force Majeure continues uninterrupted for more than one hundred eighty (180) days and continues to prevent a Party from performing all of its obligations under this Agreement, either Party shall be entitled to terminate this Agreement upon fourteen (14) days' notice to the other Party, provided that before doing so the Parties shall first have met to find a mutually satisfactory solution for remedying such Event of Force Majeure and no Party shall terminate this Agreement unless the Parties are unable to agree on a solution.
- 29.7 Neither Party shall have any liability to the other in respect of the termination of this Agreement as a consequence of an Event of Force Majeure or as a result of any failure to carry out any of its obligations hereunder resulting from an Event of Force Majeure.
- 30. Step-in and Necessary Action**
- 30.1 If the Service Provider commits a material breach of this Agreement to such an extent that TPC is compelled to step in in order to ensure that the Services or any part thereof are continued seamlessly or if TPC reasonably believes that the Service Provider is unable to perform the Services or a substantial part thereof in the manner contemplated in this Agreement, TPC shall be entitled to give the Service Provider a notice.
- 30.2 The notice pursuant to clause 30.1 shall set out:
- 30.2.1 details of the material breach or reasons for TPC's belief (and shall refer to previous relevant notifications, if any) that the Service Provider is or will be unable to provide the Services or any part thereof;
 - 30.2.2 the remedial action which the Service Provider should take within the period specified by TPC; and
 - 30.2.3 the date upon which TPC intends to commence the Necessary Action in the event that the Service Provider fails to take remedial action.

- 30.3 In the event that the Service Provider fails to take such remedial action within the period specified in TPC's notice, TPC shall be entitled to proceed to take the Necessary Action at the Service Provider's cost and expense, and may, in its discretion, liquidate partially or fully the Performance Guarantee or pursue its reimbursement of costs and expenses by accessing the Reserve Fund.
- 30.4 The Service Provider hereby agrees that TPC, in taking the Necessary Action, shall be entitled unrestricted access to the Solar Park and any other places where the Services (or any part of it) are being performed and the Service Provider undertakes to co-operate and do all such things as may be necessary to provide such access to TPC or any third party appointed by TPC and to ensure the seamless operation of the Services or any part thereof.
- 30.5 If TPC takes the Necessary Action, then without prejudice to any of TPC's remedies under the Agreement or the Applicable Law, for so long as and to the extent that such Necessary Action is taken and prevents the Service Provider from performing any of its obligations under this Agreement:
- 30.5.1 the Service Provider shall be relieved from such obligations for the duration of the period in which TPC is taking the Necessary Action; and
- 30.5.2 without prejudice to TPC's rights to claim damages, the payments due and payable by TPC to the Service Provider shall equal the amount the Service Provider would have received if it were performing the obligations affected by the Necessary Action in full over such period, less:
- (a) any outstanding Liquidated Damages imposed, but not yet deducted as calculated in accordance with the provisions of this Agreement; and
- (b) an amount equal to TPC's unrecovered costs and/or expenses incurred pursuant to taking such Necessary Action.

31. Breach and Termination

- 31.1 If the Service Provider commits a material breach of this Agreement and fails to remedy the breach within ten (10) Business Days after receipt from TPC of a notice calling upon it to do so or such other time as specified by TPC then TPC shall be entitled, in addition to and without prejudice to any other right it may have under Applicable Law or in accordance with this Agreement, to seek specific performance of this Agreement or to terminate this Agreement forthwith on notice to the Service Provider and in either event, to recover such damages as it may have sustained.
- 31.2 For purposes of this Agreement, a material breach shall include but not be limited to the foregoing if the Service Provider:
- 31.2.1 fails to provide or maintain the Performance Guarantee; or
- 31.2.2 fails to provide or maintain the Reserve Fund; or
- 31.2.3 in the opinion of TPC, commits a Prohibited Act; or
- 31.2.4 goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction to which TPC has given its prior written consent); or
- 31.2.5 has judgment of a material nature taken against it likely to affect the Service Provider's status as a going concern and fails to satisfy or apply to have the same set aside within seven (7) days of becoming aware thereof; or
- 31.2.6 delegates, cedes or sub-contracts this Agreement or part thereof in contravention of the provisions hereof without having obtained TPC's prior written consent; or
- 31.2.7 contravenes the provisions of Schedule of Requirements; or

- 31.2.8 fails to obtain or maintain as required any of the necessary Operating Licences/permits to be used in the rendering of the Services or has such necessary Operating Licences withdrawn, cancelled, suspended or revoked; or
 - 31.2.9 acts or attempts to act in a fraudulent or otherwise illegal manner in obtaining or executing a contract with any government department, provincial administration, municipality, public body, company or person; or
 - 31.2.10 violates or attempts to violate any Applicable Law or otherwise commits any criminal act; or
 - 31.2.11 enters into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from formally responding to TPC's calls for proposals or the entering into of any negotiations with TPC in relation to this Agreement; or
 - 31.2.12 Abandons, suspend services or otherwise repudiates the Services or any of its obligations under this Agreement; or
 - 31.2.13 consistently fails to observe any provision of this Agreement or the Schedule of Requirements (despite being given notice in relation thereto), whether or not Liquidated Damages have been imposed, with the result that the Services may be regarded by TPC as being materially defective; or
 - 31.2.14 incurs Liquidated Damages equal to or exceeding the maximum amount of Liquidated Damages as indicated in the Schedule of Requirements consecutively for few months.
- 31.3 If TPC:
- 31.3.1 commits a material breach of this Agreement (other than a breach of payment obligations) and fails to remedy the breach within ten (10) Business Days after receipt from the Service Provider calling upon it to do so; or
 - 31.3.2 commits a breach of any payment obligation in accordance with this Agreement and fails without justification to make payment within thirty (30) Business Days after receipt from the Service Provider of a notice calling upon it to do so,
- then the Service Provider shall be entitled, in addition to and without prejudice to any other right it may have under Applicable Law or under the terms of this Agreement, to seek specific performance of the terms of this Agreement or to terminate this Agreement upon sixty (60) days' notice to TPC and in either event, to recover such costs, losses and damages as it may have sustained.
- 31.4 In the event of termination of this Agreement:
- 31.4.1 TPC shall be entitled to immediately take possession of Solar Park and the Service Provider shall be required to surrender its Operating Licences/permits and do all things necessary to transfer ownership of the Solar Park and other assets required for the performance of the Services to TPC; and
 - 31.4.2 TPC may immediately appoint auditors to check and verify all relevant books, records and other data of the Service Provider and the Service Provider shall give full cooperation in that regard and make all such information available to TPC on request.

32. Dispute resolution

32.1 Disputes

- 32.1.1 For the purposes of this clause 32, the term “dispute” shall be interpreted in its widest sense and shall include any dispute or difference in connection with or in respect of the conclusion or existence of this Agreement, the carrying into effect of this Agreement, the interpretation or application of the provisions of this Agreement, the Parties’ respective rights and obligations in accordance with and arising out of this Agreement or the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, of this Agreement.
- 32.1.2 Save as otherwise provided for in this Agreement, any dispute between the Parties arising in connection with this Agreement shall be resolved in accordance with the provisions of this clause 32.
- 32.2 Resolution by Chief Executives
- 32.2.1 Any dispute arising in connection with this Agreement may be referred by either Party to the Chief Executive of the Service Provider and the Chief Executive of TPC (or such other senior executives as the relevant Parties may determine) who shall attempt to resolve the matter within ten (10) Business Days of the dispute being so referred to them or within such other time as may be agreed between the Parties.
- 32.3 Arbitration
- 32.3.1 If the Parties are unable to resolve the dispute pursuant to clause 32.2, either Party shall be entitled to refer a dispute to arbitration in accordance with this clause 32 by notifying the other Party in writing of its intention to do so.
- 32.3.2 The arbitration proceedings shall be carried out under the procedures, rules and regulations of Arbitration Act, 1940 and its successors, and such procedures, rules and regulations shall be deemed to be incorporated into this clause 32.3 by reference. Any such arbitration shall be subject to the Applicable Law.
- 32.3.3 The seat of the arbitration shall be Pakistan and all arbitration hearings shall be held in Peshawar unless otherwise agreed in writing by the Parties.
- 32.3.4 Unless otherwise required by TPC, such arbitration shall be conducted in the English language and the award of any arbitrator or arbitral panel, together with the reasons for the determination, shall be written in the English language.
- 32.3.5 Unless otherwise required by TPC, all evidence, submissions or documents presented at the arbitration in a language other than in the English language shall be accompanied by a simultaneous English language translation thereof, if oral, or if written, a certified English language translation.
- 32.3.6 The arbitrator or arbitral panel shall have full power to open up, review and revise any determinations, decisions or findings in relation to the dispute.
- 32.3.7 The obligations of the Parties shall not be altered by reason of the arbitration being conducted during the term of the Agreement.
- 32.3.8 Any monetary award in any arbitration shall be denominated and payable in PKR.
- 32.3.9 The Parties agree that all interim or final decisions and/or awards of the arbitrator or arbitral panel shall:
- (a) be binding on the Parties and shall be given effect and implemented forthwith by them; and
 - (b) be subject to the confidentiality restrictions in this Agreement and except as provided by agreement between the Parties, may not be publicised or otherwise disclosed provided always that nothing in this clause shall prevent either Party from applying to any court of competent jurisdiction to enforce the award.

32.3.10 The Parties hereby expressly agree irrevocably to waive all rights and recourse to appeal or challenge, and neither Party shall request the local courts to open up, revise or review, the final award of the arbitrator or arbitral panel save and except in the specific instances set out in Arbitration Act, 1940.

32.3.11 Reference of a dispute to arbitration shall not in any way vitiate nor invalidate the Agreement neither shall it be grounds for the Service Provider to cease performing its obligations nor for TPC to terminate the engagement of the Service Provider under the Agreement and the Service Provider shall proceed with its obligations with all due diligence.

PART I - MISCELLANEOUS MATTERS

33. Hazardous Substances

33.1 The Service Provider shall ensure that any hazardous materials or equipment used or intended to be used in the provision of the Services are stored safely and in safe keeping in accordance with all Applicable Law, ensure that all such materials are properly and clearly labelled on their containers, promptly inform TPC of all such materials being used or stored and comply with any other reasonable requirement of TPC in respect of such materials and equipment.

34. Intellectual Property

34.1 The Service Provider acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of TPC and that all Intellectual Property developed pursuant to this Agreement (other than Intellectual Property belonging to the Service Provider or any third party) shall vest exclusively in TPC, save to the extent that the Parties otherwise agree in writing.

34.2 Should the Service Provider acquire title to any Intellectual Property of TPC or which is developed pursuant to this Agreement by operation of law (thus, where TPC in effect pays for its development) such Intellectual Property (other than Intellectual Property belonging to the Service Provider or any third party) shall be deemed to have been assigned by the Service Provider to TPC.

35. Insurance

35.1 The Service Provider agree to, at their own costs, establish and maintain no less than the minimum types and levels of insurances that are required by Applicable Law;

35.2 The Service Provider shall be responsible for comprehensive insurance of Solar Park from National Insurance Company Limited (NICL) for Term of the Contract (Phase 1 & Phase 2);

35.3 The Service Provider shall also be responsible for insurance their employees.

36. Periodic review of the Agreement

36.1 In view of the long-term nature of this Agreement and in order to provide a continuous means for the assessment of:

36.1.1 TPC's contract management systems;

36.1.2 opportunities to improve the performance of the Service Provider in rendering the Services to the benefit of all stakeholders; and

36.1.3 various aspects of the relationship between the Parties which would allow for inter alia an improvement in conflict resolution and the sharing of information between the Parties,

the Service Provider acknowledges that TPC will review the provisions of this Agreement every three (3) years for the duration of this Agreement.

- 36.2 To the extent that TPC wishes to propose any amendment to this Agreement pursuant to such review, such proposal shall be discussed and considered in good faith, but shall not be of any force or effect unless reduced to writing and signed by or on behalf of both Parties. For the avoidance of doubt, should the Parties fail to reach agreement as provided for in this clause 36, such failure shall not constitute a dispute as contemplated in clause 32 (Dispute Resolution).

PART J - FINAL PROVISIONS

37. Addresses and notices

- 37.1 The Parties choose for the purposes of this Agreement the following addresses:
- 37.1.1 TPC: TransPeshawar (The Urban Mobility Company), TransPeshawar Building, Second Floor, Near Chamkani BRT Depot Peshawar, KPK, Pakistan.
- 37.1.2 The Service Provider: [•].
- 37.2 Any legal process to be served on any of the Parties may be served on it at the physical address specified for it in clause 37.1 and it chooses that address for all purposes under this Agreement.
- 37.3 Any notice required by this Agreement to be given in writing shall, if given by telefax, email or cell phone-based short message service (“sms”), be regarded as having been given in writing for purposes of this Agreement, provided that the Parties may only utilise sms notification for operational authorisations in circumstances where operational action is required immediately for example, in the case of emergency, other changes to operations contemplated in this Agreement due to an emergency.
- 37.4 Where operational authorisations are required, TPC will issue and log an authorisation number and any relevant notice in accordance with this clause 37 shall quote such authorisation number.
- 37.5 A notice to any of the Parties which is sent by registered post in a correctly addressed envelope to the address specified for it in clause 37.1 shall be deemed to have been received (unless the contrary is proved) within three (03) days from the date it was posted, or which is delivered to the Party by hand at the physical address specified for it in clause 37.1, shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours.
- 37.6 Any notice by email to a Party at the email addresses of its Authorised Representatives shall be deemed to have been received (unless the contrary is proved) within twenty (20) minutes of transmission if transmitted at any time during which the Services are ordinarily rendered and if transmitted outside such time, within ten (10) minutes of recommencement of the rendering of the Services.
- 37.7 Any notice by sms to a Party at the mobile numbers of its Authorised Representatives shall be deemed to have been received (unless the contrary is proved) within twenty (20) minutes of transmission if transmitted at any time during which the Services are ordinarily rendered and if transmitted outside such time, within twenty (20) minutes of recommencement of the rendering of the Services.
- 37.8 Any notice in accordance with this clause 37 given by sms shall be followed by a telefax or email confirming the contents and date of transmission of such sms.
- 37.9 Notwithstanding anything to the contrary in this clause 37, a notice or other communication actually received by any of the Parties (and for which written receipt has been obtained) shall be adequate notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

37.10 Any Party may by a notice to the other Parties change its physical or postal address, telefax number, email address or mobile number for the purposes of this clause 37 to any other physical or postal address, telefax number, email address or mobile number provided that the change shall become effective on the seventh (7th) day after the receipt of the notice.

38. Change in Law

38.1 The Service Provider acknowledges and agrees that it shall take full risk and responsibility for a Change in Law occurring. Notwithstanding the foregoing, if a Change in Law occurs or is imminent that affects the rights and obligations of the Service Provider under this Agreement, the Service Provider shall notify TPC within fourteen (14) days of the date of such Change in Law occurring or (if earlier) coming to the attention of the Service Provider.

39. Remedies

39.1 No remedy conferred by this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any one or more remedy by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other remedy.

40. Confidentiality

40.1 Each Party shall at all times keep in confidence the Confidential Information of the other Party which it may acquire for the purposes of or in connection with this Agreement (whether prior to or after the Commencement Date) and shall not use or permit the use of such Confidential Information and shall procure that its employees shall not use the Confidential Information, for any other purpose and shall not disclose such Confidential Information to any third party.

40.2 Notwithstanding clause 40.1, a Party may disclose the Confidential Information of the other Party to such former Party's employees or Authorised Representatives to the extent that such employees or Authorised Representatives need to know the Confidential Information and shall ensure that such employees or Authorised Representatives are aware of and comply with, the confidentiality obligations contained in this clause 40.

40.3 Each Party shall take all such steps as may be reasonably necessary to prevent the Confidential Information of the other Party from falling into the hands of an unauthorised third party.

40.4 The Service Provider shall not make any comments to the media relating to this Agreement and any related matter nor shall it respond to any queries from the media without the prior written approval of TPC.

41. Severance

41.1 In the event that any provision of the Agreement is held by any judicial or other competent authority to be illegal, invalid or unenforceable that provision shall be severed to the extent necessary to make the Agreement enforceable, and it shall not affect or impair the validity, legality or enforceability of any of the other provisions of the Agreement.

42. No agency

42.1 No provision of this Agreement shall be construed as constituting an agency, partnership, or joint venture between the Parties and neither Party shall have any express or implied TPC to bind the other Party in any way or to represent the other Party unless specifically provided to the contrary in this Agreement.

42.2 The Service Provider is an independent contractor performing the Agreement. The Service Provider is not an employee or agent of TPC.

43. Corruption and Fraud

- 43.1 The Service Provider warrants that in entering into the Agreement it has not committed any Prohibited Act.
- 43.2 In the event that the Service Provider is contacted by a Public Official requesting or suggesting that the Service Provider act in a manner which would constitute a Prohibited Act, the Service Provider shall immediately provide TPC in writing with full details of the request (including the identity of the Public Official making the request).
- 43.3 Without prejudice to clause 43.2, the Service Provider shall ensure that its Employees undertaking activities in connection with the Agreement are subject to similar obligations to those set out in this clause 43 and the Service Provider shall enforce such obligations.
- 43.4 In the event that the Service Provider fails to comply with the requirements of this clause 43 TPC shall be entitled to terminate the Agreement pursuant to clause 31.1.
- 43.5 The Service Provider shall sign affidavit of Integrity Pact attached in Request for Proposal.

44. Entire Agreement

- 44.1 This Agreement constitutes the entire agreement between the Parties in relation to all matters contained herein, including all understandings, rights, responsibilities, duties and obligations and supersedes all prior arrangements, representations, communications, negotiations, agreements and contracts (whether written or oral) made between or entered into by the Parties with respect thereto prior to the Effective Date. None of the Parties shall have any claim or right of action arising from any undertaking, representation or warranty not included in this Agreement.

45. No stipulation for the benefit of a third person

- 45.1 Save as is expressly provided for in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person which, if accepted by the person, would bind any Party in favour of that person.

46. No representations

- 46.1 A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is provided in this Agreement.

47. Amendment

- 47.1 Except as set out elsewhere in this Agreement, no modification, amendment, addendum or variation to the Agreement shall be effective or binding, unless it:
- 47.1.1 is made in writing; and
 - 47.1.2 expressly sets out the modification, amendment, addendum or variation to the Agreement; and
 - 47.1.3 refers to the Agreement; and
 - 47.1.4 is signed and dated by a representative of each Party.

48. Indulgences

- 48.1 The grant of any indulgence, extension of time or relaxation of any provision by a Party under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

49. General co-operation

- 49.1 The Parties shall co-operate with each other and shall each execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

49.2 Each of the Parties undertake at all times to do all such things, perform all such acts and take all such steps within its power and control, as may be necessary for and incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement and ensuring that the Services are rendered consistently at the highest possible standard expected by TPC.

49.3 Each Party agrees to provide all information reasonably requested by the other in the exercise of their respective rights and performance of their obligations under this Agreement, subject to the confidentiality provisions of clause 40 of this Agreement.

50. Governing law

50.1 This Agreement is to be governed, interpreted and construed in accordance with the laws of the Islamic Republic of Pakistan.

51. Language

51.1 Unless expressly notified in advance by TPC, the primary language of the Agreement shall be English. All documents and communications issued between the Parties shall be in English. Unless expressly notified in advance by TPC, all minutes of meetings shall be issued in English.

52. Independent advice

52.1 Each of the Parties hereby respectively agrees and acknowledges that:

52.1.1 it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and

52.1.2 each provision of this Agreement (and each provision of the Annexes) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

53. Good faith

53.1 The Parties shall, at all times, act in good faith towards each other and shall not bring the other Party into disrepute.

54. Survival of rights, duties and obligations

54.1 The Surviving Provisions will survive termination or completion of the Agreement.

54.2 In the event that the Agreement is terminated or completed, neither Party shall be liable to the other Party except:

54.2.1 under the Surviving Provisions; or

54.2.2 in respect of any breach of the Agreement occurring before such termination or completion; or

54.2.3 any rights or liabilities between the Parties that were pre-existing as at the date of termination or completion.

55. Assignment

55.1 The Service Provider shall not cede, assign, delegate or transfer any of its rights or obligations under the Agreement, or any part of it, or any benefit or interest therein, to any third party or Entity without the prior written consent of TPC.

55.2 Notwithstanding anything to the contrary stated in this Agreement, TPC shall be entitled, without requiring the consent of the Service Provider, to cede, assign, delegate or transfer any rights and/or obligations under this Agreement to any third party.

56. Waiver

- 56.1 Subject to clause 56.2, no relaxation, forbearance or delay by a Party in enforcing the Agreement will prejudice, affect or restrict the rights, responsibilities, obligations, powers or remedies of that Party nor shall any waiver by either Party of any such rights, responsibilities, obligations, powers or remedies, or of any breach of the Agreement, be deemed to be a waiver of any other right, responsibility, obligation, power or remedy, or of any later or continuing breach of, the Agreement.
- 56.2 Any waiver of a Party's rights, responsibilities, obligations, power or remedies arising out of, under or in connection with the Agreement shall be in writing, dated and signed by the representative of the Party granting such waiver, and shall specify the right, responsibility, obligation, power or remedy and the extent to which it is being waived. No waiver of a breach of a term of the Agreement operates as a waiver of any other breach of that term, or of a breach of any other term, of the Agreement.

57. Costs

- 57.1 Any costs, including all legal costs of an attorney and own client basis and taxes, incurred by a Party arising out of or in connection with a breach by another Party shall be borne by the Party in breach.

For and on behalf of the TPC

For and on behalf of the Service Provider

• Signature: _____

• Signature: _____

CNIC: _____

CNIC: _____

Name: _____

Name: _____

Designation: Chief Executive Officer

Designation: _____

Company: TransPeshawar (The Urban Mobility Company)

Company: _____

Witnessed by:

Witnessed by:

• Signature: _____

• Signature: _____

CNIC: 15602-0285094-7

CNIC: _____

Name: Mohammad Imran Khan

Name: _____

Designation: General Manager
Operations and Market
Development, TPC

Designation: _____

ANNEX A
DEFINITIONS AND INTERPRETATION

1. Definitions

- 1.1 In the Agreement, the following words and expressions shall have the meanings set out below:
- 1.1.1 “**Abandon**” means wholly or substantially cease to carry out the Services for ten (10) consecutive days or during thirty (30) days (whether consecutive or not) in any year, except when relieved of the obligation to do so by the express provisions of this Agreement;
 - 1.1.2 “**Agreement**” means this agreement as amended from time to time and including the Annexes;
 - 1.1.3 “**Allied Facilities**” means any additional equipment or services which are required for establishment of Solar Park or works executed by Service Provider for establishment of Solar Park or modifications made to existing set-up which were required for establishment of Solar Park or works affected due to establishment of Solar Park;
 - 1.1.4 “**Annexes**” means the annexes attached to this Agreement;
 - 1.1.5 “**Applicable Law**” means any constitution, statute, ordinance, treaty, decree, proclamation, rules, regulations or subordinated legislation or other legislative measure, as amended from time to time, including all national and provincial statutes and legislation and all municipal by-laws, as well as the common law and customary law and any judgment, decision, order or rule of any court or tribunal with relevant jurisdiction and any decision made by judicial or administrative bodies in accordance with any of the foregoing;
 - 1.1.6 “**Authorised Representatives**” means persons authorised in writing by TPC and the Service Provider respectively, as contemplated in accordance with clause 25;
 - 1.1.7 “**BRT System**” means the bus rapid transit system in Peshawar known as Peshawar Sustainable BRT Corridor System or any other name that should be assigned to the Peshawar bus/transit system;
 - 1.1.8 “**Business Day**” means any day other than weekend or public holiday in Pakistan as notified by Government of KPK;
 - 1.1.9 “**Capacity**” means Solar Park having generation capacity of 1 MW (-0.5%);
 - 1.1.10 “**Chamkani Depot**” means area earmarked for parking, washing and maintenance of BRT buses which are surrounded by boundary wall and immovable properties utilised by the Service Provider together with such fixtures and fittings as described in the Schedule of Requirements, or as otherwise authorised by TPC and shall, for the avoidance of doubt, include a depot provided by TPC;
 - 1.1.11 “**Client**” mean TransPeshawar or TPC;
 - 1.1.12 “**Commencement Date**” means the date on which the Services shall commence as notified by TPC by way of a Service Notice referred to in clause 2.2;
 - 1.1.13 “**Confidential Information**” means all information, without limitation, of whatsoever nature;

- (a) relating to the Disclosing Party's business, operations, processes, drawings, sketches, plans, models, product information, know-how, market opportunities, customers and business affairs;
- (b) relating to the relationship of the Disclosing Party with its customers and suppliers; or
- (c) relating to the contents of this Agreement and any other information received pursuant to this Agreement,

but excludes information which:

- (a) constitutes an Operational Data; or
- (b) is required to be disclosed under any law or regulation, or by any Regulatory Body, including any stock exchange on which a Receiving Party may be listed, provided that the Receiving Party in question shall first consult with the Disclosing Party before making any such disclosure, statement or announcement; or
- (c) is in the public domain or enters into the public domain in any way, provided that the entry of such information into the public domain did not entail a breach of this Agreement by the Receiving Party; or
- (d) the Receiving Party can show it was within its possession or knowledge, such information being in its use or having been recorded in its files, computers or other recording media, prior to receipt thereof from the Disclosing Party and which information was not previously acquired by the Receiving Party under any obligations of confidence or unlawfully; or
- (e) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
- (f) was disclosed by the Disclosing Party to a third party without restriction on disclosure or use, including without limitation, by way of a patent specification; or
- (g) is hereafter disclosed or made available in good faith to the Receiving Party from a source other than the Disclosing Party, without breach by the Receiving Party of any obligation of confidentiality or non-use owed to the Disclosing Party or without breach by such other source who, to the knowledge of the Disclosing Party, is not subject to an obligation of confidentiality or non-use owed to the Disclosing Party; or
- (h) is developed independently by the Receiving Party without reference to the Confidential Information;

1.1.14 **“Corridor”** means dedicated lane from Chamkani Station to Kharkhano station which includes stations, roads turning points, underpasses, elevated portions, terminals, etc.;

1.1.15 **“Date of Operation Notice”** means the Service Notice issued by TPC after successful commissioning/ completion of Solar Park (in whole or part) and from which the Service Provider shall be paid for kilowatt hour generated in accordance with the Agreement;

- 1.1.16 **“Direct Routes”** means the routes on which BRT buses are operating outside the corridor;
- 1.1.17 **“Distribution Company”** means as define NEPRA (Alternate and Renewable Energy) Distributed Generation and Net Metering Regulations, 2015;
- 1.1.18 **“Disclosing Party”** means the Party disclosing Confidential Information to the Receiving Party;
- 1.1.19 **“Effective Date”** means when this Agreement has been signed by each Party, the latest of the dates upon which this Agreement was signed by any Party;
- 1.1.20 **“Employees”** means the employees of the Service Provider, or of any subcontractor contracted by the Service Provider to perform a part of the Service;
- 1.1.21 **“Encumbrance”** means:
- (i) any mortgage, pledge, lien, assignment or cession conferring security, hypothecation, security interest, preferential right or trust arrangement or other encumbrance securing any obligation of any person or any other charge (whether equitable or otherwise) of whatsoever nature or howsoever described; or
 - (j) any arrangement under which money or claims to, or for the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; or
 - (k) any other type of preferential agreement or arrangement (including any title transfer and retention arrangement), the effect of which is the creation of a security interest;
- 1.1.22 **“Entity”** means any natural or juristic person, association, business, close corporation, company, concern, enterprise, firm, partnership, limited partnership, joint venture, trust, undertaking, voluntary association, body corporate and any similar entity;
- 1.1.23 **“Equipment”** means any equipment installed by Service Provider or tool or any other equipment required for successful commissioning and operation of Solar Park;
- 1.1.24 **“Event of Force Majeure”** means an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, act of terrorism, civil war, revolution, civil commotion or other civil disorder, sabotage, riot, blockade, embargo, strikes (excluding strikes by Service Provider Employees), lock-outs or other labour disputes, sanctions, epidemics, act of any Government, compliance with law, regulations or lawful demands of any Government or Governmental agency;
- 1.1.25 **“Financial Year”** means, at any time, the financial year of the Service Provider starting on January and ending on 31 December;

- 1.1.26 **“Intellectual Property”** means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites;
- 1.1.27 **“Invoice”** means a valid tax invoice as contemplated in clause 4 and in accordance with Applicable Laws;
- 1.1.28 **“Kilowatt Hour Charge”** means Kilowatt hour charge expressed in KPR and offered by the Bidder in Financial Offer as a percentage of electricity rate notified by National Electric Power Regulatory Authority (NEPRA) for the category of General Services classified in Category A-3a(66);
- 1.1.29 **“KPI”** means the key performance indicator;
- 1.1.30 **“Liquidated Damages”** means the amounts to be deducted from the monthly payments for the Service Provider pursuant to particular service level failures as set out in the Schedule of Requirements and in accordance with clause 27 or otherwise paid by the Service Provider to TPC;
- 1.1.31 **“Milestone”** means each step envisaged for the roll-out of the Services during the term of this Agreement as described more fully in the Schedule of Requirements and includes Milestone 1 and Milestone 2;
- 1.1.32 **“Milestone 1”** means duration from Date of Commencement Notice till completion of Phase-I which is eight months;
- 1.1.33 **“Milestone 2”** means duration from Date of Operation till completion of Phase-II which is 10 years or as amended pursuant to the agreement terms;
- 1.1.34 **“Month”** or **“Monthly”** means a calendar month;
- 1.1.35 **“Necessary Action”** means any action that TPC deem necessary and appropriate in the event that the Service Provider failed to take remedial action pursuant to clause 30;
- 1.1.36 **“NEPRA”** means National Electric Power Regulation Authority;
- 1.1.37 **“Operating Licence”** means any licence, consent or permit required by the Service Provider to enable it to provide the Services under this Agreement;
- 1.1.38 **“Operational Data”** means any operational data defined as such in the Schedule of Requirements or identified as “Operational Data” by TPC;
- 1.1.39 **“Schedule of Requirements”** means the schedule annexed hereto as Annex C;
- 1.1.40 **“Other Contractors/ Other Service Provider”** means contractor, service provider appointed by TPC in connection with the BRT System;
- 1.1.41 **“Other Operator”** means vehicle operator appointed by TPC to operate BRT buses as a part of the BRT System;

- 1.1.42 **“Party”** means a party to this Agreement;
- 1.1.43 **“Payment Calculation Schedule”** means the payment calculation schedule attached hereto as Annex D;
- 1.1.44 **“Performance Guarantee”** means the unconditional, irrevocable on-demand performance guarantee in the prescribed form provided to TPC by the Service Provider pursuant to clause 3;
- 1.1.45 **“PKR”** means Pakistani rupee;
- 1.1.46 **“Prohibited Act”** means:
- (a) offering, giving or agreeing to give to a Public Official a gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act; or
 - (ii) showing or not showing (or for having shown or not shown) favour or disfavour to any person,in relation to the award or performance of the Agreement or any other agreement with TPC; or
 - (b) entering into an agreement for which commission has been paid or has been agreed to be paid by the Service Provider or on its behalf, or to its knowledge, unless before the relevant agreement is entered into, particulars of any such commission and of the terms of any such agreement for the payment thereof have been disclosed in writing to TPC; or
 - (c) committing any offence under the Applicable Law creating offences in respect of fraudulent acts; or
 - (d) defrauding, attempting to defraud or conspiring to defraud TPC;
- 1.1.47 **“Project”** means the Peshawar Sustainable BRT Corridor System project carried out by TPC;
- 1.1.48 **“Protocol”** means a protocol and/or a standard operating procedure issued from time to time by TPC indicating how, among other things, Services are to be rendered, the manner in which the Service Provider and Other Operators should work together, the exact procedures to be followed in order to comply with service level requirements set out in the Schedule of Requirements and any other ancillary matters;
- 1.1.49 **“Public Official”** means an official or employee of a government owned or controlled enterprise or any Regulatory Body and shall include any individual defined as a public official in an Applicable Law;
- 1.1.50 **“Quarter”** or **“Quarterly”** means a consecutive period of three (3) Months commencing from the start of a Financial Year or calendar year, as the case may be;
- 1.1.51 **“Receiving Party”** means the Party receiving Confidential Information from the Disclosing Party;

- 1.1.52 “**Regulatory Body**” means any governmental, semi-governmental, administrative, fiscal or judicial ministry, department, commission, authority, tribunal, agency, municipality or body, and shall include the provider of electricity, gas, water, wastewater, telecoms and other such public services, and anybody with a regulatory function under the Applicable Law;
- 1.1.53 “**Reserve Fund**” means the fund to be established as a security in accordance with clause 22;
- 1.1.54 “**Service**” or “**Services**” means the design, procurement, supply, installation, commissioning and provision of maintenance and operation services and/or any other services to be rendered by the Service Provider on the terms and conditions of this Agreement including Annexures;
- 1.1.55 “**Service Notice**” means a notice given to the Service Provider by TPC in accordance with this Agreement;
- 1.1.56 “**Solar Park**” means the frame structure and Solar system established by the Service Provider to generate 1 MW power (0.5 %) and includes all equipment mentioned in Schedule of Requirements as well as Allied Facilities;
- 1.1.57 “**Solar System**” means the equipment installed by Service Provider as approved by NEPRA to generate 1 MW (-0.5 %) energy in line with Distributed Generation and Net-Metering Regulation, 2015;
- 1.1.58 “**Surviving Provisions**” means clauses 1 (Preliminary Matters); 31 (*Breach and Termination*); 32 (*Dispute resolution*); 34 (*Intellectual Property*); 37 - 57 (*Part J - Final Provisions*) and this Annex A;
- 1.1.59 “**Termination Date**” means the tenth (10th) anniversary of the Date of Operation or the date on which an earlier termination pursuant to the terms of the Agreement takes effect;
- 1.1.60 “**Uniform**” means the uniform to be worn by those Employees of the Service Provider required to fulfil their duties in view of members of the public, as prescribed by TPC and includes the name tag issued to each Employee by Service Provider;
- 1.1.61 “**Warranty**” means the warranties and undertakings given to TPC by the Service Provider, set out in clause 28;
- 1.1.62 “**Week**” or “**Weekly**” means the period commencing at 00h00 on Monday and ending at 24h00 on Sunday each calendar week.
- 1.1.63 “**ZU Complex**” means Chamkani Station, Zu Business Centre, Chamkani Depot, KPUMA Building and STP area and surrounding areas of these buildings;

2. Interpretation

2.1 In the Agreement:

- 2.1.1 in the event of conflict between the Annexes and the provisions of this Agreement (excluding the Annexes), the provisions of the Agreement shall prevail;
- 2.1.2 any definition in this Agreement, shall bear the same meaning and apply throughout this Agreement including Annexes hereto, unless otherwise stated or inconsistent with the context in which it appears;

- 2.1.3 the singular includes the plural and vice versa;
- 2.1.4 a reference to a statutory provision includes any subordinate legislation made from time to time under that provision and includes those provisions as amended, consolidated, re-enacted or replaced from time to time;
- 2.1.5 a reference to a document includes the document as modified from time to time and any document replacing it, in each case in the manner permitted by the Agreement;
- 2.1.6 a reference to a gender includes the other genders;
- 2.1.7 a reference to any government agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (“defunct body”), means the agency or body that performs most closely the functions of the defunct body;
- 2.1.8 a reference to an “agent” shall mean any person with a contractual relationship with a Party and carrying out activities or obligations on behalf of that Party;
- 2.1.9 a reference to a “subsidiary” shall be a reference to a subsidiary as defined in the Companies Act, 2017;
- 2.1.10 references in this Agreement to “clauses” or to “Annexes”, are to clauses of and Annexes to this Agreement;
- 2.1.11 references to notices or requests made or received by any of the Parties shall, unless expressly provided otherwise in this Agreement, refer to notices or requests in writing;
- 2.1.12 references to “agree” or “agreed” shall require the agreement to be recorded in writing and signed by the authorised representatives of the Parties;
- 2.1.13 no rule of construction shall be applied to the disadvantage of a Party to this Agreement because that Party was responsible for or participated in the preparation of this Agreement or any part of it;
- 2.1.14 unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day;
- 2.1.15 references to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s, as the case may be;
- 2.1.16 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 2.1.17 a reference to a Party includes that Party’s successors and permitted assigns;
- 2.1.18 the use of the word “including” followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and it shall be construed as if it were followed by “without being limited to”.