

## 2-4- Sample contract for purchase of Renewable Electricity

In the name of GOD

Islamic Republic of Iran  
Ministry of Energy

Power Generation, Transmission and Distribution Management  
Company of Iran (TAVANIR)

Contract No. ....

Purchase of Renewable Electricity from ..... Power Plant

Between

Power Generation, Transmission and Distribution Management  
Company of Iran (TAVANIR)

and

..... Co.

## **Table of content of contract**

**First part- Agreement**

**Second part- Special conditions**

**Third part- General conditions**

Contract No. ....

## Part 1- Agreement

Purchase of Renewable Electricity from ..... Power plant

Between

Power Generation, Transmission and Distribution Management  
Company of Iran (TAVANIR)

and

..... Co.

## **Table of content of agreement**

Article 1- Subject of "Contract"

Article 2- "Term of contract"

Article 3- "Effective date of Contract" and "Operation Date"

Article 4- Notes and Documents

Article 5- Legal address and Notices

Article 6- Signed copies of "Contract"

In the name of GOD

## Agreement

This agreement made on ..... between:

**Power Generation, Transmission and Distribution Management Company of Iran ("TAVANIR")** with representative of ..... as the chairman of the board and managing director and ..... as the member of the board as the signatories of "**Contract**" hereinafter will be called as "**Buyer**" from one side

And

..... **Co.**, a company that has been registered under No..... in ..... Registration Dept. with representative of ..... and..... whose are signatories of "**Contract**" in accordance with Articles of Association and published notice in Official Gazette No. .... date ..... and /or Power of Attorney letter No. .... dated ..... on the other hereinafter will be called as "Seller" with following terms and conditions.

Whereas,

A) Pursuant to the license letter No. .... dated ..... issued by Assistant of Energy and Electricity Affairs of Ministry of Energy, "**Seller**" intends to design, finance, supply of lands, supply of equipment, establishment, "**Operation**", repair and maintenance of a [Wind], [Biogas], [Municipal solid waste], [Solar], [Geothermal], [Small hydro],[Marine] Power Plant with his own costs in ..... with a capacity of ..... [Mega watt], [Kilo watt] in constructional condition hereinafter called in "**Contract**" as the "**Power Plant**" as an independent Electricity Producer.

B) "**Seller**" intends to sell "**Pure Electrical Energy**" produced in "**Power Plant**" in accordance with the content of "**Contract**" to the "**Buyer**".

C) "**Buyer**" intends to purchase the mentioned "**Pure Electrical Energy**" from "**Seller**" pursuant to the above-mentioned issued permission and in compliance with current rules and regulations of country and the content of "**Contract**"

D) Seller agrees to sell and Buyer agrees to buy "**Pure Electrical Energy**" of "**Power Plant**" in "**Measuring and Delivery point**".

E) Both the "**Buyer**" and "**Seller**" intend to specify their own rights and obligations

Therefore,

For the purpose of this contract and its content, seller and buyer agreed as follows:

### **Article 1- Subject of Contract**

Subject of Contract is purchase of "**Pure electrical energy**" by the buyer through the "**Commercial utilization period**" and under the mentioned condition in contract.

### **Article 2- Term of contract**

This contract commences from its effective date and will end at the end of "**Commercial utilization period**" in Power Plant.

The contract period is for ..... years and as mentioned in special conditions of contract.

### **Article 3- Effective Date and Commissioning Date**

3-1- This contract is effective upon signing by both parties and from its notice by the Buyer ("**Effective date**") and it is binding for them as well.

3-2- "**Commissioning date**" is in compliance with part 17-3 of general conditions of contract. Upon issuance of a common certificate by both parties at that time, it is confirmed that the [**First Group**], [**First Unit**], [**First Power Plant**] is ready for commercial utilization and producing of "**Electrical Energy**".

**Article 4- Notes and Documents**

This contract includes the following notes and documents and priorities:

- 4-1- Agreement
- 4-2- Special conditions
- 4-3- General conditions
- 4-4- Enclosures

Enclosure 1- Establishment permission of "**Power Plant**" issued by Electricity and Energy Affairs Assistant and Ministry of Energy

Enclosure 2- Issued permission by Environment Keeping Organization for establishing a Power Plant

Enclosure 3- Technical Specifications and Limitations of "**Power Plant**"

Enclosure 4- Time schedule of establishment and "**Operation**" of Power Plant

Enclosure 5- "**Measuring and Delivery Point**"

Enclosure 6- Measuring tools and Specifications

Enclosure 7- Minutes forms of meter reading and bills of "**Pure Electrical Energy**"

Enclosure 8- Annual estimation of "**Pure Electrical Energy**" of "**Power Plant**"

Enclosure 9- Sample of Letter of Credit form

Enclosure 10- "**Agreement for connection to grid**"

Seller would be notified about all complementary notes through the work performance and in order to execute the contract in compliance with relevant terms and condition. Any amendment, appendix, agreement and/or other documents signed and exchanged by both parties would be enclosed in notes and documents of contract. These notes and documents have a priority of relevant subjects against other notes and documents.

In case of any disputes about contract notes and document, the above-mentioned order is applied.

**Article 5- Legal addresses and Notices**

Buyer: .....

Seller: .....

5-1- All notices and negotiations subject to contract would be in written form and in Persian language , except otherwise clearly in other forms in contract, and issued to the above-mentioned address or by person upon a receipt note or through registered mail.

5-2- Delivery date of notices and negotiations is the date of issuance the receipt note by the receiver. In case of any delivery of notices and negotiations at non-working hours after 16:00 or in non-working days, the next working day would be assumed as the delivery date.

5-3- In case of any changes in the address of a party through the term of contract, it is obliged to inform the other party twenty (20) days in advance by a written notice. All letters and notices that may be sent or delivered to the above-mentioned addresses would be assumed as received upon notifying of the new address to other party.

**Article 6- Signed copies of "Contract"**

This contract made in ..... copies and in Persian language.

Both parties signed all copies of contract with the same validity.

For the purpose of this contract, "both parties" signed it.

**"Buyer"**

**"Seller"**

Name:

Name:

Position:

Position:

Signature:

Signature:

Name:

Name:

Position:

Position:

Signature:

Signature:



Contract No. ....

## Part II- Special conditions

Purchase of Renewable Electricity from ..... Power Plant

Between

Power Generation, Transmission and Distribution Management  
Company of Iran (TAVANIR)

and

..... Co.

## **Table of contents**

Article 1- Other obligations of "Seller" and "Buyer"

Article 2- Purchase price of "Pure Electrical Energy"

Article 3- "Term of contract"

Article 4- Termination

Article 5- Sellers authorities

In the name of GOD

## Special conditions

### **Article 1- Other obligations of "Seller" and "Buyer"**

In addition to all obligations of both "**Parties**" in compliance with other Articles of "**Contract**", followings are additional obligations of both parties against each other:

#### 1-1- Other obligations of "**Seller**"

1-1-1- "**Seller**" is obliged to perform all his obligations for financial supply of project and make executive contracts with relevant contractor(s) for applying the "**Contract**" in accordance with relevant time schedule mentioned in enclosure 4

1-1-2- For the purpose of the subject of "**Contract**", "**Seller**" is obliged to establish and start up all required constructions including "**Power Plant**" and "**Transfer constructions**" with relevant specifications mentioned in enclosures 3 and V and in compliance with mentioned conditions in "**Agreement of Connecting to Grid**" (Enclosure X).

1-1-3- In case of diameter connection of "**Power Plant**" to ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"], "**Seller**" is obliged for "**Operation**" of "**Power Plant**" and Post of ..... KW (Immediate) and transfer of ownership and utilization of ..... KW line and relevant feeders of post ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"] to [..... Regional Electricity Co. ] [..... Distribution Company of Electricity Power] in compliance with content of part 14-7 of general conditions gratuitously. ("**Measuring and Delivery Point**" will be in compliance with first mode of diameter connection of "**Power Plant**" to "**Grid**" as mentioned in enclosure 5)/ {Also he is obliged for ..... KW line and may transfer the ownership and utilization of relevant feeders in post of ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"] to [..... Regional Electricity Co.] [..... Distribution Company of Electricity power] with regard to the content of part 14-7 of general conditions. ("**Measuring and Delivery Point**" will be in compliance with second mode of diameter connection of "**Power Plant**" to "**Grid**" as mentioned in enclosure 5)}

In case of circular connection of **"Power Plant"** to [**"Country's Electricity Grid"**] [**"Local Distribution Grid"**], and after installation and start up of **"Transfer Constructions"**, **"Seller"** is obliged for **"Operation"** of **"Power Plant"** and Post of ..... KW (Immediate) and transfer of ownership and utilization of ..... KW line and relevant feeders of post [**"Country's Electricity Grid"**] [**"Local Distribution Grid"**] (If available) to [..... Regional Electricity Co. ] [..... Distribution Company of Electricity Power] in compliance with content of part 14-7 of general conditions gratuitously.

1-1-4- [..... Regional Electricity Co.] [..... Distribution Company of Electricity Power] is responsible for utilization, maintenance, repair and replacement costs of **"Transfer Constructions"** after **"Connection point"** towards **"Country's Electricity Grid"** (The relevant part that has been delivered from **"Transfer Constructions"** and as mentioned above to [..... Regional Electricity Co.] [..... Distribution Company of Electricity Power]. Then this part of **"Transfer Constructions"** would be assumed as a part of [**"Country's Electricity Grid"**] [**"Local Distribution Grid"**].

1-1-5- **"Seller"** is obliged to supply and install all required equipment in compliance with **"Agreement of connection to grid"** and in order to prevent from damages and defects by **"Power Plant"** to [**"Country's Electricity Grid"**] [**"Local Distribution Grid"**] and vice versa.

1-1-6- **"Seller"** undertakes to supply and install required tools and systems for mutual relation with [**"Grid Control Center"**] [**"Distribution Control Center"**].

1-1-7- **"Seller"** is obliged to submit daily/monthly work progress reports to the **"Buyer"** in accordance with relevant time schedule. This report should at least include the work progress through the reporting period and a comparison between work progress and time schedule.

1-1-8- **"Seller"** is obliged to obtain relevant connection permission to [**"Country's Electricity Grid"**][**"Local Distribution Grid"**] at most two (2) months before the **"Start of Operation"** and submit one copy of which to the **"Buyer"**.

1-1-9- **"Seller"** confirms that following up all orders of [**"Grid Control Center"**] [**"Distribution Control Center"**] is important for fix condition of Electricity Grid. Therefore, in case of any order for reduction or stop of

production in "**Power Plant**" by ["**Grid Control Center**"], ["**Distribution Control Center**"], "**Seller**" will apply is accordingly.

In case of any continuation of "**Electrical Energy**" production in "**Power Plant**" by the "**Seller**" and careless to the order, "**Seller**" will not be paid for additional produced energy price in addition to pay a penalty in accordance to the confirmed method of Ministry of Energy. The said amount will be deducted from his first statement. In case of any additional amount of applied penalty for "**Seller**", the difference will be deducted from his further statements.

1-1-10- "**Seller**" is obliged to follow up all orders of ["**Grid Control Center**"], ["**Distribution Control Center**"]. The mentioned center will issue all orders in compliance with technical limitations of "**Power Plant**" and as mentioned in enclosure 3. In case of any discrepancy between the issued orders and technical limitations of "**Power Plant**", "**Seller**" may announce the results immediately to ["**Grid Control Center**"] ["**Distribution Control Center**"]. If the Control center focuses on performing the orders, "**Seller**" is obliged to perform the orders and in case of any damages as mentioned in paragraph 1-1-11 of special conditions of "**Contract**", then there will be an action for compensating the condition.

1-1-11- "**Seller**" will send to "**Buyer**" all received statements of "**Pure Electrical Energy**" and/or relevant damages for further consideration and payment simultaneous with any order of reduction or stop of producing "**Electrical Energy**" "**Power Plant**" by ["**Grid Control Center**"] ["**Distribution Control Center**"] and/or any arising of damages subject to part 1-1-10 at most within fifteen(15) days and upon submission of necessary technical documents.

1-1-12- With regard to the content of part 12-2 of general conditions of "**Contract**", "**Seller**" is obliged to follow up all methods, Provisions, by laws and mentioned standards in notes and documents of "**Contract**" including the notes and documents issued by "**Competent authorities**" including Ministry of Energy and ["**Grid Control Center**"] ["**Distribution Control Center**"] through the "**Term of contract**". In case of any violation of the content of this part and parts 1-1-5 and 1-1-10, there is any damages to ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"], "**Seller**" is obliged to pay any statements issued by [..... Regional Electricity Co.] [.... Distribution Company of Electricity Power].

"**Seller**" gives an authority and permission irrevocably to "**Buyer**" to deduct the relevant amounts from his first statement. In case of any claim of "**Seller**" about any damages or its amount, it is possible to refer the case to Settlement of Disputes Committee in order to settle the dispute in compliance with Article 10 of general conditions of "**Contract**" (Settlement of Disputes).

1-1-13-"**Seller**" is obliged to pay any costs of raw materials for supply of consuming energy and also the costs of consuming energy of "**Power Plant**".

1-1-14- Regarding the biomass Power Plants, "**Seller**" is responsible for supplying of required wastes of "**Power Plant**" along with necessary agreements with Municipality and/or Province Office and other relevant organizations.

1-1-14- Regarding the Landfill Power Plants, "**Seller**" is responsible for the costs of land fill gases required for "**Power Plant**" along with necessary agreement with Municipality and/or Province Office and other relevant organizations.

1-1-14- "**Seller**" is responsible for supply of costs for required hydro-potential of "**Power Plant**" and obtaining of utilization permission for the considered river. He is responsible for required agreements with Iranian Water Resources Management Co. and/or Water Assistant of Ministry of Energy or other resources.

## **1-2- Other obligations of "Buyer"**

1-2-1- From "**Effective date**", "**Buyer**" is obliged to perform all necessary functions for providing a purchase condition of "**Pure Electrical Energy**" from "**Operation Start- up Date**".

1-2-2-"**Buyer**" undertakes to purchase the produced "**Pure Electrical Energy**" by "**Seller**" under the conditions of "**Contract**" and pay its price in accordance with it. If due to some non-attributable reasons of "**Seller**", ["**Country's Electricity Grid**"]["**Local Distribution Grid**"] is not ready for receipt of "**Pure Electrical Energy**" and/or the "**Buyer**" or ["**Grid Control Center**"]["**Distribution Control Center**"] issued the order of stop of production and/or reducing the production rate of "**Electrical Energy**", the price of non-receipt "**Pure Electrical Energy**" would be considered by "**Buyer**" and "**Grid management**" from the receipt date of statement and relevant technical documentation from "**Seller**". Then the

"**Buyer**" will send the confirmed statement to opening bank of L/C along with relevant notes in order to be paid to the "**Seller**".

[ Notice: In those conditions subject to the above-mentioned part 1-2-2, in those Power Plants with some costs for production of "**Electrical Energy**" for the "**Seller**" (for example, the costs of supplying primary energy of Power Plant), "**Seller**" will be paid by "**Buyer**" for the non-received amount of "**Pure Electrical Energy**" of these Power Plants after deducting the relevant production costs].

1-2-3- "**Buyer**" undertakes to consider the matter upon issuance of the orders by ["**Grid Control Center**"] ["**Distribution Control Center**"] which are in contrast with technical limitations of "**Power Plant**" and may cause damages to "**Seller**", it may be considered by the "**Buyer**" and "**Grid management**" within thirty (30) days from receipt date of statement and relevant technical documents by "**Seller**". Then the "**Buyer**" will send the confirmed statement to opening bank of L/C along with relevant notes in order to be paid to the "**Seller**".

Upon receipt of the above-mentioned damages, "**Seller**" transfers all his rights for receipt of damages from "**Grid management**" and/or other companies and institutes to "**Buyer**".

1-2-4- If the "**Buyer**" does not accept the price of non-receipt "**Pure Electrical Energy**" and/or the mentioned damages in the said statement, he may notify the case to the "**Seller**" along with different price and its bases up to fifteen (15) "**Days**" after receipt of the statement. "**Buyer**" will confirm the relevant part of the price of non-receipt "**Pure Electrical Energy**" and/or accepted damages as mentioned in parts 1-2-2 and 1-2-3 within thirty (30) days and will send the relevant documents to the opening bank for payment to "**Seller**". If the mentioned difference is not accepted for the "**Buyer**" within fifty (50) days after the receipt of issued statement by the "**Seller**", it will be settled in accordance with Article 10 of general conditions of "**Contract**". Notice: In lack of possibility to open a L/C by the "**Buyer**", "**Buyer**" will pay the "**Seller**" in cash all mentioned amounts in parts 1-2-1, 2-2-3 and 1-2-4.

1-3- "**Buyer**" confirms that the "**Seller**" is owner of all rights of environmental credit (such as lack of pollutions and green house gases) out of producing the electricity in "**Power Plant**".

**Article 2- Purchase price of "Pure Electrical Energy"**

As per the instruction under Section B of Article 133 of the Fifth Five-Year Development Plan of the Islamic Republic of Iran and further to Notice No ..... dated ....., purchase rate of "**Net Electric Energy**" shall be ..... IRR based on Kilowatt per hour.

NOTE 1) To apply hourly readiness coefficient in "**Net Electric Energy**" purchase rate, notification No ..... Dated ..... Shall be the ground for action.

NOTE 2) In accordance with instructions under Section B of Article 133 of the Law for the Fifth Five-Year Development Plan of the Islamic Republic of Iran, "**Net Electric Energy**" purchase rate during the years of payment shall be adjusted in the following manner(\*):

$$\text{Adjustment Coefficient of the Base Rate of the Electricity Purchase contract with powerplants} = \left( \frac{\text{Retail Sale Index at the beginning of the year of payment}}{\text{Retail Sale Index at the beginning of the year of contract conclusion}} \right)^\alpha \times \left( \frac{\text{Average official currency (Euro) exchange rate in the course of one year before payment}}{\text{Average official currency (Euro) exchange rate in the course of one year before contract conclusion}} \right)^{1-\alpha}$$

**Article 3- "Term of contract"**

3-1- This "**Contract**" is valid for one period and with following conditions:

A) One period of ..... "**Months**" starts from "**Effective date**" and ends at "**Establishment start –up date**". Unless otherwise it ends in prior and in accordance with the content of "**Contract**" ("**Development Period**").

B) One period of ..... "**Months**" for executive works starting from "**Establishment date**" and ends at "**Operation**" start- up date from [Last "**Group**"] [Last "**Unit**"] [ "**Power Plant**" ]. Unless otherwise it ends in prior and in accordance with the content of "**Contract**" ("**Establishment Period**").

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(\*): As per ..... company's letter No ..... dated ....., the amount of  $\alpha$  shall be determined as .....



C) One period of ..... **"Months"** for utilization of **"Power Plant"** from **"Operation start-up date"**. This date would be extended or in prior that its end because of the content of contract.

3-2-If the **"Establishment date"** could not be applied up to the specified date in relevant time schedule subject to the enclosure 4, then upon the request of **"Seller"** and approval of the **"Buyer"**, it will be extended upon a mutual agreement.

3-3- If the **"Operation date"** could not be applied to the specified date in time schedule, upon the order of **"Seller"** and agreement of **"Buyer"** it will change and in case of disagreement of both parties, this would be settled in accordance with Article 10 of general conditions.

#### **Article 4- Termination of "Contract"**

Followings are considered as the violations of **"Seller"** and the **"Buyer"** can terminate the **"Contract"** accordingly:

4-1- In case of any non-approved absence of **"Seller"** at the beginning of executive functions of **"Power Plant"** and **"Transfer Constructions"** for more than six (6) months against the mentioned date in relevant time schedule subject to enclosure 4 and with regard to the amendment of it as mentioned in part 3-2 of Special Conditions of **"Contract"**.

4-2- In case of any non-approved absence of **"Seller"** at the **"Operation Start-up Date"** for more than nine (9) months against the mentioned date in relevant time schedule subject to enclosure 4 and with regard to the amendment of it as mentioned in part 3-2 of Special Conditions of **"Contract"**.

#### **Article 5- "Seller's" Authorities**

5-1- Through the **"Term of contract"** and upon a prior written notice to **"Buyer"**, **"Seller"** is obliged to make a decision for selling any part or percentage of **"Pure Electrical Energy"** of **"Power Plant"** to the **"Buyer"** through a one(1)**"Year"** and/or further years and remained **"term of contract"**.

5-2- Upon the notification of the above-mentioned notice and after an agreement between **"Buyer"** and **"Seller"** for measuring and calculation of the sold **"Pure Electrical Energy"** to the **"Buyer"** from total **"Pure Electrical Energy"** of **"Power Plant"**, **"Seller"** is obliged to supply the remained **"Pure Electrical Energy"** of **"Power Plant"** to the Electricity

market or suppliers and/or through "**Country's Electricity Grid**" and "**Local Distribution Grid**" to his considered consumers and/or export it all in compliance with relevant Provisions of Country's Electricity Market and with his own responsibility.

5-3- In case of any disputes of "**Parties**" about relevant methods of measuring/calculation of sold "**Pure Electrical Energy**" to "**Buyer**" out of total energy of "**Power Plant**", the case would be settled in accordance with Article 10 of general conditions of "**Contract**".

5-4- The mentioned obligations in "**Contract**" for "**Buyer**" are only valid for the specified part and/or a percentage of "**Pure Electrical Energy**" of "**Power Plant**" from the date mentioned in the said notice of part 5-1 and through its term that may be one(1) year or more and/or the remained term of "**Contract**".

**"Buyer"**

**"Seller"**

Name:

Name:

Position:

Position:

Signature:

Signature:

Name:

Name:

Position:

Position:

Signature:

Signature:

Contract No. ....

## Part III- General Conditions

Purchase of Renewable Electricity from ..... Power Plant

Between

Power Generation, Transmission and Distribution Management  
Company of Iran (TAVANIR)

and

..... Co.

## **Table of contents**

- Article 1- Definitions
- Article 2- Permissions
- Article 3- Measuring tools
- Article 4- Testing of measuring tools
- Article 5- Reading of measuring tools
- Article 6- Payment condition
- Article 7- Total costs and Finance
- Article 8- Representatives
- Article 9- Governing "Law"
- Article 10- Settlement of disputes
- Article 11- Terms and conditions
- Article 12- Change in conditions
- Article 13- Written form of notices
- Article 14- Termination of "Contract"
- Article 15- Force Major
- Article 16- Changes in "Contract"
- Article 17- Test and Start-up and Connection to grid
- Article 18- Spiritual rights
- Article 19- Assignment
- Article 20- Legal prohibitions
- Article 21- Lack of waive
- Article 22- Separation
- Article 23- The effect of conditions on "Contract"
- Article 24- Cooperation of both parties
- Article 25- Immunity and Safety
- Article 26- Governing language

## In the name of GOD

### General Conditions

#### Article 1- Definitions

Following words and term have the same meaning as mentioned in any part of "Contract" and/or other notes and documents. Any singular word may have a parallel meaning and vice versa except otherwise agreed.

##### 1-1- Electrical Energy

It means active electrical energy out of producing process by "**Seller**" from renewable energy resources

##### 1-2- Pure electrical energy

It means the "**Delivered energy**" minus "**Receipt Energy**"

##### 1-3- Delivered energy

It means produced "**Electrical Energy**" by "**Seller**" after deducting of domestic usage of "**Power Plant**" and damages to transformers and internal grid that may be delivered to "**Buyer**" at "**Measuring and Delivery Point**".

##### 1-4- Receiving energy

It means the required electrical energy of "**Seller**" in "**Operation period**" that may be supplied through ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"] and may be received by "**Seller**" at "**Delivery and Measuring Point**".

##### 1-5- Operation

It means the start-up and also correct applying /usage of "**Power Plant**" in order to produce "**Electrical Energy**"

##### 1-6- Project

It means all required functions for successful application of "**Contract**" including of Financing, engineering works, supply of equipment, transportation and releasing from custom house, obtaining of permissions, installation, test and commissioning, "**Power Plant**" and "**Transfer constructions**", Insurance, "**Operation**" and Maintenance of "**Power Plant**".

##### 1-7- Start date of establishment:

It means the start of executive works of "**Power Plant**" in accordance with relevant time schedule subject to enclosure 4,

1-8- Start date of Operation

As mentioned in part 3-2 of Agreement.

1-9- Effective date of contract

As mentioned in part 3-1 of Agreement.

1-10- Transfer constructions

1-10-1- On diameter connection of "**Power Plant**" to ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"] :

In this case, the connection of "**Power Plant**" to ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"] is through "**Transfer Constructions**" including an immediate post of "**Power Plant**", Connecting lines of this post with the first post of ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"] and also relevant feeders of ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"]

1-10-2- On circular connection of "**Power Plant**" to ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"]:

In this case, the connection of "**Power Plant**" to ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"] is through "**Transfer Constructions**" including an immediate post of "**Power Plant**", Connecting lines of this post with the first post of ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"] and also relevant feeders of ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"] {Connecting lines of this post with current lines of ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"]}.  
["**Local Distribution Grid**"].

1-10-3- "**Seller**" is responsible for all designing works, establishment (including supply and transportation of equipment, insurance and constructional works, installation), test and start up of "**Transfer Constructions**".

1-11- Damages of delay in payments:

Damages of 1 day delay in payments for RIs. 1,000,000 are equal to:

(Minimum profit rate of Monetary and Credit Council in percent plus %2 per year) x 10000/365

1-12- Buyer

The real meaning of "**Buyer**" is Power Generation, Transmission and Distribution Management Company of Iran "**TAVANIR**" as a party of contract. It includes all its successors and legal representatives.

1-13- Establishment period

It means a period of time between "**Effective date of contract**" and ["**Start up of Operation**"] ["**Start up of Operation**" of the last "**Group**" or "**Unit**"] through which the "**Seller**" may establish the "**Power Plant**" [in different continuous "**Groups**"] [Different continuous "**Units**"] and/or completely in one step. Those ["**Groups**"] ["**Units**"] with issued readiness certificates for "**Operation**" are subject to "**Operation**" conditions, otherwise they would be subject to the conditions of "**Establishment period**".

1-14- Commercial Operation Period

As mentioned in special conditions of "**Contract**".

1-15- Progress period

As mentioned in special conditions of "**Contract**".

1-16- Day

It means a period of time according to official hour of Islamic Republic of Iran from 00:00 up to 24:00.

1-17- Working day

It means all "**Days**" of week except for official holidays.

1-18- Hour

It means a period of sixty (60) minutes.

1-19- Year

It means solar year and according to the calendar of Islamic Republic of Iran

1-20- TAVANIR

It means Power Generation, Transmission and Distribution Management Company of Iran (**TAVANIR**) and a party of "**Contract**" along with its successors and legal representatives.

1-21- Country's Electricity Grid

It means Country's Electricity Grid including all transfer lines and other required constructions for transfer of "**Electrical Energy**" that are positioned in "**Buyer**" side after "**Delivery and Measuring Point**".

1-22- Local Distribution Grid

It means Local Distribution Grid including middle pressure lines (11,20 and/or 33 KV) and low pressure (0.4 KV) and other constructions for transfer of "**Electrical Energy**" that are position in "**Buyer**" side after "**Delivery and Measuring Point**".

1-23- Party

It means "**Buyer**" and /or "**Seller**".

1-24- Parties

It means "**Buyer**" and "**Seller**".

1-25- Subject Headings

It means all words and terms at the title of Articles, chapters and different sections of "**Contract**" and are exclusively for guidance and any refer to the content of Articles, chapters and parts of "**Contract**" without any usage for interpret of "**Contract**".

1-26- Seller

It means a legal person and a party of "**Contract**" along with all his successors and legal representatives.

1-27- RULES

Rules and regulations of the Islamic Republic of Iran shall include, without any restrictions, the approvals, by-Laws, circulars, notifications as well as instructions under Section B of Article 133 of the Fifth Five-Year Development Plan of the Islamic Republic of Iran and notification No ..... dated ..... together with their amendments and replacements.

1-28- Contract

It means the content of agreement, special conditions, general conditions and other notes and documents subject to Article 4 of the mentioned agreement.

1-29- Group

It means different wind turbines in wind Power Plants and/or solar cells in solar Power Plants and /or ... in a parallel form in which the produced "**Electrical Energy**" may transfer to upstream through a feeder.

1-30- Month

It means solar month and in accordance with the calendar of Islamic Republic of Iran.

1-31- Establishment permission

It means a permission issued in the name of "**Seller**" by Energy and Electricity Affairs Assistant of Ministry of Energy and as mentioned in enclosure 1.

1-32- Term of contract

It means a period of time starting from "**Effective date of contract**" up to the "**Commercial Operation Period**" of "**Power Plant**".



1-33- [Distribution Control Center]

It means the controlling center of "**Local Distribution Grid**"

1-34- [Grid Control Center]

It means the national guidance and controlling center of "**Country's Electricity Grid**" (National Iranian Dispatching) or different aerial leading centers of "**Country's Electricity Grid**".

1-35- Grid management

It means Iranian Electricity Grid Management Company.

1-36- Competent authorities

It means different organizations, ministries, administrations, institutes, companies, authorities or different commissions either national or regional or civil with legal authorities and powers by the government of Islamic Republic of Iran for making any decisions or further functions.

1-37- Agreement of connection to grid

It means an agreement its form has been approved by the Ministry of Energy and signed by "**Seller**" and [Regional Electricity Co.] [Electricity Distribution Co.] in order to receive the connection permission of "**Power Plant**" to ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"].

1-38- Connection point

It means a common chapter of utilization and maintenance scope of "**Seller**" and "**Buyer**". All its details have been specified in special conditions of "**Contract**".

1-39- Measuring and Delivery Point

It means the installation point of measuring systems (including measuring transformers and active meters) in which it is possible to measure "**Delivery Energy**" point and/or "**Received energy**" and delivery or received by ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"] accordingly.

1-40- Power Plant

"**Power Plant**" means different lands for establishment and also all production and transfer constructions of "**Delivered energy**" up to "**Measuring and Delivery point**", machinery and other buildings and constructions located on it for performing the subject of "**Contract**".

1-41- Unit

It means one set generator motor in biomass Power Plants and/or one generator turbine in hydro-electric power plants with a maximum capacity of 10 MW and/or one generator turbine in geothermal and

marine power plants in which the "**Electrical Energy**" would be transferred to upstream independently through a feeder.

1-42- Measuring unit

"**Measuring unit**" of "**Electrical Energy**" is KW/H.

1-43- Total costs

As mentioned in part 1-7 of general conditions of "**Contract**"

1-44- Week

It means a period of seven (7) days from 00:00 on Saturday up to 24:00 on Friday.

### **Article 2- Licenses**

2-1- "**Seller**" is obliged to obtain and amend on his own costs and responsibility all licenses and permission for establishment and connection to ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"] along with any other required licenses.

2-2- Upon the request of "**Seller**", "**Buyer**" may provide the "**Seller**" with supportive letters for enabling him to obtain required licenses.

### **Article 3- Measuring tools**

3-1- "**Seller**" is obliged to provide main and supportive systems of energy measurement with his own costs and in accordance with mentioned specifications in enclosure 6 and in compliance with mentioned conditions in "**Agreement of connecting to grid**" (Enclosure No. 10) and then install and maintain them in specified place. He is also obliged to perform required calibration and repairs and replacements as well. All energy measuring systems that should be supplied and installed should be able to measure "**Delivered energy**" and "**Received energy**" and register the amounts continuously with a suitable separate method in a way to be used in further calculations of payments. It is necessary to install a remote reading telecommunication system with confirmed specifications of "**Buyer**" in those Power Plants connected to 63kv lines and higher. "**Seller**" is obliged to install these systems with his own costs and in "**Delivery and Measuring point**".

The representatives of "**Parties**" should agree about exact position, connections and energy measuring systems three (3) months in prior and before "**Operation Start Date**". The class of measuring

transformers feeding the measuring circuits and meters of active load should not be more than %0.2.

In addition to major and back up measuring systems, "**Buyer**" could install an energy measuring system in the place of ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"] connect to "**Power Plant**". "**Buyer**" is responsible for the installation costs of this system.

3-2- Energy measuring systems should be installed in a suitable place and kept against all external factors and effects. Then it is necessary to be sealed after calibration of system and approval of both parties. Only authorized staff of "**Buyer**" is entitled to break these seals and put a new seal. It should be in presence of representatives of "**Seller**" in order to have inspection, maintenance, test, regulation and calibration of measuring systems. Plumbing method should bear the agreement of both "**Parties**".

#### **Article 4- Testing of measuring tools**

Measuring systems and its parts would be tests as follows:

4-1- One (1) month prior that "**Operation Date**" and with six (6) months intervals after "**Operation Date**", both "**Parties**" representatives will perform the calibration of measuring tools in accordance with regular test methods of Country's Electricity Industry.

"**Seller**" is obliged to confirm the situation within 7 "**Working days**" before calibration date for presence of "**Buyer's**" representatives.

"**Seller**" is obliged to pay relevant costs of these tests.

4-2- In case it is approved that any one of energy measuring systems are defected or out of accuracy limits or mentioned sensitivity in enclosure 6 and part 1-3 of general condition. Then "**Seller**" is obliged to repair or replace the relevant part and again test and calibrate the system after installation in its part and in presence of "**Buyer's**" representatives.

4-3- When at any time rather than testing dates, one of both parties claims that measuring system are damaged or out of accuracy limits, all in accordance with performed inspection, the claiming "**Party**" is entitled to test the considered measuring system in presence of both parties representatives and in compliance with common methods and at an agreed date. In case of any disagreement about the testing time between both parties, the considered test will be performed at most

within seven (7) "**Working days**" after notification date. Testing method should be in compliance with acceptable standards of "**Buyer**". In case of any shortages out of acceptable limits for the mentioned class in enclosure 6 and part 1-3 of General condition of "**Contract**", both "**Parties**" are obliged to benefit from supportive measuring systems. And if there is a shortage in supportive measuring system, then both "**Parties**" will benefit from current measuring system in post of ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"]. As a result, the measurement would be modified with regard to line reduction between "**Power Plant**" and mentioned post. (Line reduction should be in compliance with previous measurements made by energy measuring systems located in "**Power Plant**" and energy measuring systems located in post of ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"]. "**Delivery energy**" and "**Received energy**" which have not measured carefully, will be calculated accordingly. Both "**Parties**" will sign the bottom of the relevant process verbal.

4-4- When one of the both "**Parties**" claims that any parts of energy measuring system is defected as mentioned in part 3-4, but after performing of relevant tests it is resulted that mentioned system is able to measure accurately. Then all costs of the considered tests would be borne by the claiming party.

4-5- In case both "**Parties**" could not reach to an agreement about current defects in energy measuring systems after any tests and inspection, this dispute should be settled in accordance with Article 10 of general conditions of "**Contract**" (Settlement of disputes).

### **Article 5- Reading of measuring tools**

5-1- Only the representatives of "**Buyer**" and "**Seller**" are entitled to read the measuring systems at 12:00 of the first "**Working day**" of each "**Month**" at the location of systems along with an immediate process verbal of meter situation and a process verbal of meter reading (Measuring systems) by "**Buyer**" and "**Seller**" by specifying the quantity of "**Delivered energy**" and "**Received energy**" within last month. A sample form of this process verbal has been presented in enclosure 7 under the titles of forms No. 1 and 2. Then "**seller**" may prepare the statements of the price of "**Pure Electrical Energy**" (Form No. 3 in enclosure 7) and according to the meter reading process verbal.

5-2- When one of the representatives of both parties is not present at specified time and place of meters for preparing of process verbal, the required process verbal will be issued by the representative of present **"Party"** and the absent **"Party"** will be notified about **"Delivered energy"** and **"Received energy"** of last month. The absent **"Party"** should give his idea about the mentioned process verbal within five **"Working days"**, otherwise it is assumed that the mentioned process verbal is approved. In case it is possible to have a program for measuring systems along with registration of information, the base of reading is at 24:00 of the last day of each month. **"Seller"** will regulate the relevant process verbal in accordance with registered information and submit it to **"Buyer"**.

NOTE) Using other methods like reading when being in a distance shall be permitted upon confirmation of Iran Electricity Network Management.

5-3- If it is revealed that the plumb of a major energy measuring system is broken or it is unable to register the measured amount and/or it is revealed that the performed measurements are not accurate after relevant tests and inspections, then the exact amount of **"Delivered energy"** and/or **"Received energy"** from the last date of measuring by major measuring system close to the obtained results of supportive measuring system, would be calculated by the use of supportive measuring system.

If it is revealed that the plumb of supportive measuring system is also broken and/or it is impossible to measure or register any amounts or the performed measurements by supportive measuring system are not accurate after relevant tests and inspections, the exact amounts of **"Delivered energy"** and /or **"Received energy"** would be specified by the use of current measuring systems in post of [**"Country's Electricity Grid"**] [**"Local Distribution Grid"**] as mentioned in part 4-3 of general conditions of **"Contract"**. In lack of any measuring system in post [**"Country's Electricity Grid"**] [**"Local Distribution Grid"**], the required statement will be regulated in accordance with current documentation and information in [**"Country's Electricity Grid"**] [**"Local Distribution Grid"**].

## **Article 6- Payment condition**

6-1- "**Buyer**" will open a letter of credit in Rials for payments subject to "**Contract**" and one (1) month before "**Operation Date**" in compliance with mentioned form in enclosure 9 and/or any other acceptable forms in an Iranian Bank with six (6) months credit and equal to the amounts which should be paid by "**Buyer**" to "**Seller**" in accordance with the content of "**Contract**" and mentioned estimations in enclosure 8 for next six (6) months. This circular letter of credit will be extended for two (2) months before its expiration date and through the "**Commercial Operation period**" of "**Pure Electrical Energy**" of "**Power Plant**" for an amount equal to an estimation of next six (6) months in a way to cover all contractual payments.

6-2- "**Buyer**" is obliged to consider the statement of "**Seller**" as mentioned in Article 5 of general conditions of "**Contract**" and enclosure 7 of "**Contract**" within thirty (30) days after receipt. In case of approving the statement, it will be sent to the opening bank along with all required notes and documents.

6-3- If "**Buyer**" does not accept the whole or a part of mentioned amount in the statement, he will notify the "**Seller**" about the different amount and its base up to fifteen (15) "**Days**" after receipt of the statement. Then he will issue the payment order of %100 (one hundred percent) of approved amount through the mentioned due time in part 6-2 and %70 (seventy percent) of the amount will be issued on account basis then it will be sent to the opening bank along with relevant documents for further payments. If both parties could not reach to an agreement up to fifty (50) days after the receipt of the statement, the subject of disputes would be settled in accordance with Article 10 of general conditions of "**Contract**".

6-4- "**Buyer**" is obliged to have necessary considerations with "**Grid manager**" about the quantity of "**Pure Electrical Energy**" at most within forty five (45) "**Days**" after receiving the "**seller's**" statement then specify the final approved amount in accordance with "**Pure electrical energy**" confirmed by "**Grid Manager**". In case the final approved amount of paid amounts subject to parts 6-2 and 6-3 are lower or more, the difference would be duly added or deducted in next "**Month**" statement of the "**Seller**".

6-5- Any dispute between both "**Parties**" about above-mentioned parts 6-3 and 6-4 should be settled within sixty (60) "**days**" from receipt date of statement and through discussion. In lack of agreement through the above-mentioned due time, it will be settled in accordance with Article 10 of general conditions of "**Contract**".

6-6- In case of any possibility to open a L/C in Rials subject to above-mentioned part 6-1 in its due time, "**Buyer**" is obliged to have all payments subject to "**Contract**" in cash and in above-mentioned due times.

6-7- "**Seller**" is obliged to pay any statements issued by "**Grid Management**" for reactive power absorbed by "**Power Plant**". The mentioned reactive power would be measured by installed reactive meters in "**Power Plant**" with mentioned specifications in enclosure 6. In lack of payment of the mentioned statement within thirty (30) "**Days**" after its issuance, "**Seller**" may irrevocably authorized the "**Buyer**" to deduct all relevant amounts subject to the notice of "**Grid management**" from the first statement of "**Pure Electrical Energy**" and pay to "**Grid Management**".

6-8- "**Seller**" is obliged to prepare an annual comparative statement with two (2) months intervals after the end of year for further consideration and giving idea of "**Buyer**". It should include the price of "**Pure Electrical Energy**" with regard to all applied damages and penalties and other "**contractual**" deductions with a new calculation and payable amounts to "**Seller**" by "**Buyer**" or to "**Buyer**" from "**Seller**"(as specified). If "**Seller**" is debtor or creditor to "**Buyer**" in accordance with the annual comparative statement, the relevant part of debit or credit amount of "**Seller**" confirmed by "**Buyer**" would be added or deducted from the first monthly statement for second "**Month**" of next "**Year**". If debit amount of "**Seller**" is more than the price of the first mentioned statement, the difference would be deducted from next monthly statements. "**Buyer**" could divide all debit amounts of "**Seller**" and upon his own request into three (3) monthly installments with considering all damages out of any delay in payments.

The arising differences would be duly settled by both "**Parties**" and in accordance with Article 10 of general conditions of "**Contract**".

6-9- In case one of both parties has not been paid in specified due times for payable amounts, the delaying "**Party**" is obliged to calculate and pay

the relevant damages of delay for non-paid part from the specified "**Day**" up to the payment date of the mentioned amount for "**Damages out of any delay in payments**" for non-paid part.

Both parties agreed not to have any other claims for any damages of delay in payments up to the relevant date after paying of delay amounts by considered "**Party**" to other.

6-10- "**Buyer**" will not have any other payments except for those specified in "**Contract**".

### **Article 7- Total costs and finance**

7-1- The real meaning of "**Total costs**" is all "**Project**" execution costs in Iran or outside including the costs for investment and utilization costs such as finance, designing, supply of land, supply of equipment, transportation to the site, establishment, installation, test and commissioning, "**Operation**", Maintenance and management of "**Power Plant**" and transfer constructions, energy production, connection to grid, supply of measuring tools, supply of water, electricity and gas subscription through the "**Utilization period**" and also supply of required water, electricity and gas for "**Establishment period**", establishment of access way, supply of energy or consuming fuel of "**Power Plant**" and energy delivery to "**Measuring and delivery point**" plus all charges, insurance, tax , consulting costs, finance costs and other costs in compliance with "**Contract**" for which the "**Seller**" is obliged to pay.

7-2- "**Seller**" is exclusively responsible for any finance of total costs payment. Also he should bear all its risks costs without any changes in purchase price of "**Pure Electrical Energy**". If "**Seller**" wants to benefit from banking facilities and/or any other credit mechanism for financing of total costs, "**Buyer**" has no responsibility against "**Seller**" and/or financial suppliers for relevant facilities (banking or credit institutes).

7-3- In case of any benefit from banking or a credit facility, "**Seller**" is obliged to sign all agreements of finance with suppliers in compliance with the content of "**Contract**".

### **Article 8- Representatives**

8-1- "**Buyer**" is obliged to introduce his representative(s) in written to "**Buyer**" for "**Establishment period**" within fifteen (15) days from "**Effective date**" and his relevant representative(s) for "**Operation**"



period from "**Operation start date**" and within five (5) days in written. It is assumed that all orders and notes notified to "**Seller**" by the representative of "**Buyer**" is the same as orders and notes of "**Buyer**".

8-2- "**Seller**" will introduce his representative(s) to "**Buyer**" within fifteen (15) days from "**Effective date of contract**". All functions of representative of "**Seller**" in specified scope of authorities, is assumed as the functions of "**Seller**".

8-3- Both "**Buyer**" and "**Seller**" will discuss the matter of authorities of their own representatives within ten (10) "**Days**" from "**Effective date of contract**" trough "**Establishment period**" and/or "**Operation period**".

8-4- The "**Buyer's**" agent is entitled to visit "**Power Plant**" at any time through the contract period with a 2-days notice or more.

8-5- Any visits of "**Buyer's**" agents will not release the "**Seller**" from his contractual obligations.

### **Article 9- Governing "Law"**

This contract is governed by rules and regulations of Islamic Republic of Iran.

### **Article 10- Settlement of disputes**

10-1- Except for those items otherwise agreed, in case of any disputes arising of execution or interpretation of "**Contract**", both "**Parties**" should endeavor to solve it through a thirty (30) days period upon receipt of a notice of the other "**Party**" by mutual discussions. If they could not reach to an agreement, the case would be referred to the specialist according to the part 10-2 of General Conditions of "**Contract**". In case of any disagreement for referring the matter to a specialist, the case will be settled in accordance with parts 10-3 and 10-4 of General Conditions of "**Contract**".

10-2- If both "**Parties**" agree to refer the case to specialists and appoint an arbitrator acceptable for both of them in accordance with type of dispute, the specialist may issue his special vote under the following conditions. Arbitration costs will be born and paid equally by both "**Parties**". If both "**Parties**" could not reach to an agreement for appointing of a specialist within fifteen (15) "**Days**" after the mentioned period in part 10-1, the case will be settled in accordance with parts 10-3 and/or 10-4 of General Conditions of "**Contract**".

The appointed specialist should provide his vote with regard to the subject of dispute and both parties documentation and mentioned conditions in "**Contract**" and other positive proofs. He could request both parties to submit necessary information for considering the case. Both "**Parties**" should provide necessary information upon request. The specialist should notify both "**Parties**" about his vote within sixty (50) "**Days**" from his appointment date and/or any other agreed period by both parties.

The vote of specialist is binding for both "**Parties**", except for those condition that one "**Party**" notify the other party within thirty (30) "**Days**" after receipt of mentioned decision about his intend to solve the case in accordance with parts 10-3 and/or 10-4 of General Conditions of "**Contract**". Then the vote of specialist will remain binding as well.

10-3- For solving those cases in which both "**Parties**" could not reach to an agreement to solve the matter by referring to a specialist and/or claim about the vote of specialist, the case will be settled by arbitration and in compliance with relevant rules and regulations of Arbitration Center of Iranian Chamber of Commerce and Mines and Industries by three (3) arbitrator. The place of arbitration is Tehran and all relevant costs will be paid primarily by claiming "**Party**" and finally upon the vote of arbitration.

10-4- In case the issued idea of arbitration is not acceptable for "**Parties**", they could refer the case to Judicial Resources and manage for its final settlement.

10-5- Through the process of arbitration:

A) "**Seller**" is obliged to continue his contractual obligations for producing and delivery of "**Pure Electrical Energy**". "**Buyer**" is obliged to pay all due time payments of "**Contract**" according to the Article 6 of General Conditions of "**Contract**" as well.

And

B) Termination right of both "**Parties**" could be applied in accordance with any other Articles of "**Contract**" and in spite of any other votes of arbitration.

### **Article 11- Rules and Regulations**

"**Seller**" guarantees that he is completely familiar with all rules and regulations of "**Contract**" including relevant rules and regulations of tax, job, social security, technical and environmental support and is obliged

to follow them for his own personnel. By the way, "**Buyer**" is responsible for any lack of performing the above-mentioned rules and regulations by "**Seller**".

There will be no deductions of tax, insurance and charges from "**Seller's**" statements except for those cases in compliance with the orders of "**Competent authorities**".

### **Article 12- Changes of rules**

12-1- In case of any changes after concluding the "**contract**" and due to making new rules and regulations in Islamic Republic of Iran for tax and governmental rights and charges which are totally or partially effective on "**Contract**", "**Buyer**" or "**Seller**" are duly obliged to consider and compensate any decrease or increase of it.

12-2- When the "**Seller**" is notified about new by-laws and instructions mentioned in Special Conditions of "**Contract**" along with paying costs for following up the said by-laws and instructions for "**Seller**", upon request for consideration, "**Seller**" will be paid for such costs by the "**Buyer**".

12-3- If the "**Seller**" is not permitted for any "**Operation**" of "**Power Plant**" temporarily and due to the legal orders, "**Buyer**" has no right to terminate the "**Contract**". Upon request of "**Seller**", "**Buyer**" will manage for advance purchase of electricity for compensate of "**Seller's**" obligations against financial suppliers of "**Project**" through obtaining acceptable guarantees from "**Seller**" and in compliance with relevant rules and regulations.

### **Article 13- Written form of notices**

Except for the orders issued by ["**Grid Control Center**"] ["**Distribution Control Center**"], all orders, approvals, agreements and instructions of "**Buyer**" are not applicable and binding only in written form.

### **Article 14- Termination of Contract**

In addition to those cases of "**Contract**" about termination of "**Contract**", "**Buyer**" is entitled to terminate the "**Contract**" in case the following conditions:

14-1- Any confinement or requisition of "**Seller's**" assets by a judicial court.

14-2- Bankruptcy order of "**Seller**" issued by judicial court and/or upon the vote of competent court for lack of producing of "**Electrical Energy**" due to some non-attributable reasons to "**Seller**" for six (6) months, liquidation and/or dissolve of "**Seller**" along with appointment a trustee liquidator or trustee of court for total or a major part of "**Seller's**" assets and rights.

14-3- Any conditions or functions pursuant to the judicial order for which "**Seller**" is obliged to follow it up with equal effects of mentioned items in part 14-2 and/or "**Seller**" does not continue his obligations as a producer or "**Seller**" of renewable "**Electrical Energy**" or postpone it for more than six (6) months.

14-4- Lack of consideration the content of part 19-1 of General Conditions of "**Contract**" by "**Seller**".

14-5- Cancellation of any connection to grid and/or cancellation/expiration of issued license by Environment Organization and also stop of work in "**Power Plant**" by the said organization due to the lack of consideration of relevant rules and regulations and also remedy of defects in "**Power Plant**" in specified due times mentioned in previous notices of Iranian Environment Organization by "**Seller**".

14-6- When it is revealed for the "**Buyer**" that "**Seller**" is subject to mentioned prohibitions in Article 20 of General Conditions of "**Contract**".

14-7- In case of termination accident due to the mentioned reasons in part 14-2 that may cause any lack of "**Electrical Energy**" sale, the price of that part of "**Transfer constructions**" would be paid to "**Seller**" by the "**Buyer**" that would be calculated by appointed specialist of both "**Parties**" which has been assigned to [ .....**Regional Electricity Co.**] [..... **Distribution Company of Electricity Power**] in accordance with Special conditions of "**Contract**". Then the "**Buyer**" has no obligations for purchase of electricity and will settle the amounts in accordance with "**Contract**" up to the date of termination.

### **Article 15- Force Major**

15-1- Force major conditions as mentioned in "**Contract**" are those non-anticipated accidents and situations which are directly or indirectly out of the control of affected party and:

A) Non-attributable to any function or leave of obligation of affected "**Party**"

B) In spite of any efforts, it is not inevitable by the affected "**Party**"  
C) It may prevent the "**Party**" to perform his obligations (except for payment), provided that the affected "**Party**" provide all necessary cautions, cares and preventive functions for overcoming the accidents

15-2- Political force major

According to the above-mentioned part 15-1, a political force major should be limited to all created conditions by a declared enemy or terrorist function or declared / non-declared war, revolt, rebellion take place in Islamic Republic of Iran.

15-3- Other force major conditions

Other force major conditions include following cases:

A) Natural disasters such as earthquake or serious climatic conditions like thunder, cyclone, storm, flood, and icing.

B) Fire or explosion

C) Strike or any syndicate function with an industrial development out of disputes between the affected "**Party**" and the other "**Party**" or shareholders of both "**Parties**" and/or personnel of affiliated company directly or indirectly of mother company of the affected "**Party**".

15-4- The effects of force major

Pursuant to the Article 15 of General Conditions of "**Contract**", the affected "**Party**" of force major is exempted from performing his contractual obligations in relation to force major. Any lack of performing the obligations would not be assumed as any failure, provided that the affected "**Party**" should not be paid any compensation.

15-5- Mitigation of conditions:

The affected "**Party**" should endeavor to remove, remedy and control all effects of force major and reduce its effects on the other "**Party**".

15-6- The results of political force major

If the political force major prevents the "**Seller**" for any "**Operation**" of "**Power Plant**" for continuous ninety (90) days, then part 12-3 of General Conditions of "**Contract**" would be applied.

15-7- The results of other force major accidents:

If the other accidents of force major are effective on the ability of "**Seller**" for supplying of "**Electrical Energy**" in compliance with content of "**Contract**", "**Buyer**" has no responsibility for it.

## **Article 16- Changes in "Contract"**

Any changes in the content of "**Contract**" should be in written and through issuance of an amendment and after necessary formalities and should be signed by either "**Parties**" or their authorized representatives.

## **Article 17- Test and Start-up and connection to the grid**

17-1- "**Seller**" is obliged to consider and follow up the content of "**Agreement of Grid connection**" for final Provisions of supportive and Programming relays in order to test the ["**Groups**"] ["**Units**"] ["**Power Plant**"].

17-2- "**Seller**" is obliged to notify the "**Buyer**" about relevant decisions of test mentioned in part 17-1 within forty-five (45) "**Days**" before or after it upon a mutual agreement.

The "**Buyer's**" representatives are entitled to be present for supervising the tests of supportive relays related to ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"] at power plant. "**Seller**" should provide necessary access for above-mentioned supervisors without any further prohibitions.

17-3- Upon successful completion of required tests of [each "**Group**"] ["**Unit**"] ["**Power plant**"] in compliance with confirmed prescriptions of Ministry of Energy, "**Buyer**" and "**Seller**" may issue a common certificate about the start of "**Commercial Operation**" of ["**Group**"] ["**Unit**"] ["**Power plant**"].

17-4- "**Buyer**" has no obligation against the purchasing of energy from [that "**Group**"] [that "**Unit**"] ["**Power plant**"], before the specified date for the start-up the "**Operation**" of [each "**Group**"] [each "**Unit**"] ["**Power plant**"]. But in case of successful completion of ["**Groups**"] ["**Units**"] ["**Power plant**"] prior than specified date by the "**Seller**", then "**Seller**" is obliged to notify the "**Buyer**" in written and by completion of "**Transfer Constructions**" as well, "**Buyer**" should notify the "**Seller**" about ready situation for receipt of "**Electrical Energy**" before above-mentioned date. In this case, both "**Parties**" may issue the common certificate of "**Operation Start Date**".

17-5- After the "**Start up of Operation**", "**Seller**" has no right to make any changes in any supportive systems and its relevant regulations effective on ["**Country's Electricity Grid**"] ["**Local Distribution Grid**"] in

a way to change the safety situation of ["Groups"]["Units"]["Power plant"] in contrast with the content of "Agreement of Grid connection". It is except for any prior approval of "Grid Management" ad in written form.

### **Article 18- Spiritual rights**

18-1- "Seller" is the only responsible person against any spiritual oppression in relation to specifications, drawings, technical specifications and other technical information either any tools and equipment that has been supplied by "Seller" on exclusive basis for the "Buyer".

18-2- "Seller" may compensate the "Buyer" for any functions, credits, orders and costs arising of any oppression to exclusive copy rights, trade marks or industrial designing rights out of any usage from plan, construction drawing, technical materials, trade name and mark, exclusive right and so on in relation with "Power plant" equipment subject to "Contract".

18-3- In case of any claims or proceeding against the "Buyer" out of mentioned subjects in part 18-2, the "Buyer" should immediately inform the "Seller" for further settlements. By the way, "Buyer" has no obligation at any condition against it and free from any payments.

### **Article 19- Assignment**

19-1- Upon the approval of the "Buyer", "Seller" is entitled to transfer the whole or a part of his rights and/or obligations as mentioned in "Contract" through a unique transaction(s) to third parties.

19-2- In a legal frame work, "Buyer" is entitled to assign /transfer all or a part of his rights and /or obligations to third parties.

In this case, "Buyer" should immediately notify the "Seller" in written. "Seller" should confirm the matter accordingly.

### **Article 20- Legal prohibitions**

Upon signing the "Contract", "Seller" confirms that he is not subject to any mentioned prohibitions of Non-interfere Law approved on 12.Jan.1959.

### **Article 21- Lack of Waive**

Any lack of or delay in benefiting from mentioned rights in "**Contract**" by both "**Parties**" is not assumed as waive any partial benefit of a right is not assumed as a barrier for complete usage. Any lack of requests for performing of obligations does not mean any waive of rights for performing of mentioned rights.

### **Article 22- Separability**

If at any time one of the provisions or content of "**Contract**" is invalid or illegal or non-applicable from point of view of law, the remained provisions and Articles may remain with the same validity and application.

### **Article 23- The effect of situation on "Contract"**

If at the time of performing the contract, there is a condition not attributable to any function or releasing the function by Both "**Parties**" but with considerable effect on the rights of them and change the balance of "**Contract**" with difficult conditions for performing it and/or any changes of situation make it impossible to perform the "**Contract**" even by considerable efforts, then both "**Parties**" could discuss the matter of new situation to reach to new agreements for performing the "**Contract**". In case of any disagreement, the dispute will be settled according to the Article 10 of General Conditions of "**Contract**".

### **Article 24- Cooperation of both "Parties"**

Both parties confirm the importance of real cooperation for progress of executive obligations subject to "**Contract**".

If there is a problem through the performing of obligations, it is the mentioned cooperation that makes them to notify each other as soon as possible along with required coordination to find the best solution within the minimum period of time.

### **Article 25- Safety and Immunity**

25-1- "**Seller**" is obliged, through the "**Establishment Period**" and "**Operation**" of "**Power plant**", to have all necessary and expected functions for preventing of any damages to assets and people, real/legal entities. "**Seller**" is completely responsible for all above-mentioned losses and damages due to the activities of "**Seller**" and in accordance with the law.



25-2- In case of any accident out of any functions or releasing it by "**Seller**" that may endanger the public immunity, "**Seller**" is obliged to perform all necessary and expected functions for removing of danger without any delay.

**Article 26- Governing Language**

Persian is the governing language of this contract. Any documents, notes, notices, report, statement and so on related to "**Contract**" should be exchanged between both "**Parties**" in Persian language. But in case of any English words, terms and technical notes, it should be the same in English language.

**"Buyer"**

**"Seller"**

Name:

Name:

Position:

Position:

Signature:

Signature:

Name:

Name:

Position:

Position:

Signature:

Signature:

Coding system of the words in brackets and mentioned parts in sample contracts of guaranteed purchase of renewable electricity and manner of applying in different types of contracts in renewable power plants.

No.	Code	Content inside the brackets	Application in contracts
1	1	[First group]	This phrase is applicable in contracts of wind/solar power plants provided that it includes more than one group wind turbines and/or solar cell. By omitting the brackets, they will remain in contracts and will be completely omitted in other cases.
2	13	[Last group]	
3	18	[Operation date of last group or unit]	
4	19	[Some continuous groups]	
5	21	[Some Groups]	
6	23	[Groups]	
7	25	[Each group]	
8	27	[That group]	
9	29	[One of the groups]	
10	2	[First "unit"]	This phrase is applicable in contracts of biomass and hydro-electric power plants provided that they include more than one motor generator and/or a hydro-turbine. It will remain in contracts by omitting the brackets and completely omitted in other cases.
11	14	[Last "Unit"]	
12	18	[Operation date of last "group" or "Unit"]	
13	20	[Some continuous "Units"]	
14	22	[Some "units"]	
15	24	[Units]	
16	26	[Each "unit"]	
17	28	[that "Unit"]	
18	30	[One of the " units"]	
19	3	["Power plant"]	This phrase is applicable in contracts of all renewable power plants with only one or a "group" wind turbines or solar cell and also one set motor generator hydro turbine. It should be omitted in other cases
20	17	["Operation date"]	
21	4	[..... Regional Electricity Co.]	It is applicable in contract of all renewable power plants with voltage level of 63 KV or upper for connecting this production to "Country's Electricity Grid". It would remain by omitting the phrase of brackets and will be completely omitted in other cases.
22	6	[Country's Electricity Grid]	
23	8	[Grid Control Center]	
24	5	[Electricity Distribution Co.]	It is applicable in contract of all renewable power plants with voltage level of 33 KV or upper for connecting this production to "Local Distribution Grid". It would remain by omitting the phrase of brackets and will be completely omitted in other cases.
25	7	[Local Distribution Grid]	
26	9	[Distribution Control Center]	

27	15	[Connecting lines of this post with the first post of ["Country's Electricity Grid"] ["Local 20kv grid"] and also relevant feeders of post in [Country's Electricity Grid][Local Distribution Grid}}	It is applicable in contracts of those power plants that may be connected directly to current posts of "Country's Electric Grid" and/or "Local Distribution Grid" on ring basis and at the time of establishment of "Transfer Constructions". It may remain by omitting the bracket and otherwise the whole phrase of bracket will be omitted.
28	16	[Connecting lines of this post with current lines of ["Country's Electricity Grid"] ["Local Distribution Grid}}	It is applicable in contracts of those power plants that may be connected directly to current posts of "Country's Electric Grid" and/or "Local Distribution Grid" on ring basis and at the time of establishment of "Transfer Constructions". It may remain by omitting the bracket and otherwise the whole phrase of bracket will be omitted.
29	10	Part 14-1-1 of Special conditions of "Contract"	It is applicable in biomass power plants and will be omitted in other contracts.
30	11	Part 14-1-1 of Special conditions of "Contract"	It is applicable in land-fill power plants and will be omitted in other contracts.
31	12	Part 14-1-1 of Special conditions of "Contract"	It is applicable in small hydro-electric power plants with maximum capacity of 10 MW and will be completely omitted in other contracts.

**Enclosure 1:** Establishment license of Power Plant (It will be completed at the time of preparing the contract).

**Enclosure 2:** License of Environment Organization for establishment of a power plant (It will be completed at the time of preparing the contract).

**Enclosure 3:** Technical Specifications and Limitations of Power Plant (It will be completed at the time of preparing the contract).

**Enclosure 4:** Time schedule of establishment and Operation of Power Plant (It will be completed at the time of preparing the contract).

**Enclosure 5:** Measuring and Delivery point (It will be completed at the time of preparing the contract. For more information, refer to next pages).

**Enclosure 6:** Specifications of Measuring tools (For more information, refer to next pages).

**Enclosure 7:** Process Verbal forms of Meter reading and Statements of price of Pure delivered / received Electrical Energy

**Enclosure 8:** Annual estimation of pure electrical energy of power plant (It will be completed at the time of preparing the contract).

**Enclosure 9:** Proposed form of Letter of Credit (It will be completed at the time of preparing the contract. For more information, refer to next pages).

**Enclosure 10:** Agreement for connecting to grid (It will be completed at the time of preparing the contract).

## **Enclosure 5: Measuring and Delivery Point**

(The picture should be added here)

## **Enclosure 6: Specifications of measuring tools**

### **1- Measuring system**

The suitable measuring system of this project is 3-phase digital two - Wattmeter with ability of energy measuring in two sides and 4 phase area. Followings are relevant specifications and facilities of above-mentioned measuring system:

#### **1-1- General specifications of measuring system:**

- \*3-phase, two -Wattmeter with ability of energy measuring in two sides and 4 phase area
- \* Entrance current limit of 1 amp and minimum start current of 0.001 amp with tolerance of 3 times more than nominal current for longer time and momentum basis for 3 seconds and for 25 times more than nominal current and for 1 second up to 50 times than nominal current
- \* Entrance current limit of 5 amp and minimum start current of 0.005 amp with tolerance of 3 times of nominal current for longer time and momentum basis for 3 seconds and for 25 times more than nominal current and for 1 second up to 50 times than nominal current
- \* Entrance voltage limit of 100-110 alternative volt, heat fixed of 1.5 times more than nominal voltage for a longer time and up to 2 times more than nominal voltage for 10 seconds
- \* Regulation of CT and PT coefficients
- \* Measuring ability of parameters V,I,PF,F for each phase and also calculation of single phase and three phase of entrance/exit Vah, Varh, Wh, VA, Var, W
- \* Measuring of correct rms amounts
- \* Measuring ability of grid qualitative parameters
- \* Accuracy of measuring of parameters V, I, W, Wh maximum %0.2
- \* Accuracy of measuring of Reactive Energy maximum %1
- \* Accuracy of measuring of PF parameter equal to %0.5 and frequency parameter of %0.1
- \* Equipped with sound and adjustable calendar and hour system through GPS

- \* Equipped with memory for reserve of different information in accordance with user's need
- \* Permitted limit of meter feeder 85 to 330 alternative volt and/r 40 to 160 direct volt
- \* Useful life span of Backup battery in normal work condition of 10 years and without feeding for 1 year
- \* Work temperature limit of -25 up to +65 °C
- \* Maximum permitted moisture of %95 for 30 non-continuous days in a time interval of more than one year
- \* Connection ability with Information Collecting Grid and equipping with suitable software and hardware facilities for performing this job
- \* Regulating and testing and reading of system information by the use of suitable software on installation place
- \* Regulating and testing and also reading of measuring system by the use of suitable and remote software
- \* Testing and correctness of measuring system by the use of test exit pulse (LED Test)
- \* Compliance of test results of measuring system with guarantee table and current standards
- \* Recognition of test and normal operation for measuring system

## **1-2- Special specifications of measuring system**

### **1-2-1- Registration and reservation of parameters and Alarms**

- Ability of registering all major energy parameters on nominal information and curve data
- Ability of reserving the required and explained parameters, with alternative period of 5 minutes for 4 months and possibility to change and program the time interval and type of parameter
- Ability of reserving all specified parameters amount in memory with information keeping in case of stop of feeding  
(This memory would be fed either by back up battery and/or by EPROM).
- Effectiveness of time alternative period for information reserve is not considerable on the length of time for reserving of information.  
(Measuring system has a great memory volume).

- Ability to reserve active and reactive energy at any hour for 4 months
- Ability to register maximum and minimum amounts of all major parameters of grid along with the time and date of occurrence
- Ability of registration any disorder in any phase and registration of time and its date of occurrence
- Reserve of necessary information including the date and the final time of reading the data and/or the last regulation of measuring system
- It is necessary to save all relevant information about programming and regulating the measuring system

### **1-2-2- Measuring and Registration of qualitative parameters of grid**

- Measuring ability of voltage harmonics and grid currency up to 23 harmonies
- Measuring ability of total harmony (THD) of voltage and grid currency
- Measuring ability and registration of total harmony disorder (THD) of voltage and grid currency along with its time and date of occurrence
- Registration ability of date and time and also length of Grid Harmonic Disorder

### **1-2-3- Communicative specifications of measuring system**

- Synchronizing with GPS system through a standard port for synchronizing with central hour
- Equipping with RS232 and RS 485 ports
- Equipping with Infrared Standard Port
- Compliance with TCP, RTU, DNP3, Modbus protocols
- Equipping with optic port for reading of data and any relation through handy or computer terminal and configuration and regulation of measuring system

### **1-2-4- Entrance, Exit of measuring system**

- Four digital programmable entrances
- Four digital programmable exits
- Programmable entrance pulse
- Programmable exit pulse
- Programmable Analogue pulse



### **1-2-5- Keeping specifications of measuring system**

- Different keeping levels from reading level of parameters up to Management and Programming Levels of Measuring system
- Registration of date and time of the last time of using password and system regulation
- Reserve of information and continue of work in case of feeding stop
- Recognition of operation in normal condition or testing situation of measuring system
- Registration of time and date of occurrence of abnormal functions
- Warning of battery situation and also internal defects of measuring system
- Equipping with suitable alarm for announcing abnormal situation of system

### **1-2-6- Hour and Calendar specifications of measuring system**

- Measuring system should be equipped with an exact calendar and hour and synchronizing through GPS and/or any other method with national central hour of electricity market.
- The calendar and hour of above-mentioned measuring system should be in compliance with Iranian Official Calendar and Time.
- RTC chipset of measuring system for feeding from Back up battery or Super Cap at the time of disconnection of major feed which should bear a very low consumption  
(It is better to use battery and capacitor simultaneously).
- In case of any Backup battery, it is necessary to change battery by the authorized operator easily and without any soldering
- In case of any Backup battery, measuring system should be able to show battery situation and report any problems if necessary.
- The minimum pulse hour accuracy of measuring system should be equal to five PPM.

### **1-2-7- Specifications of monitor in Measuring system**

- Creation of effective and useful relation with user, then measuring system should be equipped with a suitable monitor
- It is better for the said monitor to be LCD type.
- The monitor of measuring system should be able to show all measuring and calculated parameters.
- Measuring system should be able to show Backup situation (In case of equipping to battery)
- To have multi-mode monitoring of different amounts of related memories by one monitor
- At the time of monitoring the amounts of memory, it is possible to have relevant amounts and tariffs
- There is no need to see the monitor at the time of no load condition of measuring system.
- Other items explained in IEC687 and IEC1268 standards.

### **1-2-8- Feeding specifications of Measuring system**

- Standard feeding voltage of measuring system should be in compliance with IEC687, IEC1268 standards.
- If it is used from three phase entrance voltage of measuring system, it is necessary to consider suitable condition with high confidence coefficient for correct operation of this system
- In case of any usage from rechargeable Backup battery, it is necessary to have harmonized battery charge circuit with its feeding circuit specifications.
- In case of benefiting from Super Cap., feeding resource of measuring system should provide its suitable charging condition.
- System should be equipped with a suitable keeping circuit against sudden voltage changes

### **1-2-9- Test Exit specifications of measuring system**

- The above-mentioned measuring system should be equipped with a test exit with possible access in front and in coordination with test equipment of measuring systems. This exit is observable from the front zone (if available) (LED test)

- Measuring system could be equipped with a test pulse exit in addition to LED test and in compliance with test equipment of measuring systems. If available, it should be accessible from terminals row of measuring system.
- In case of any sudden changes and/or momentum reduction of voltage, the test exit should be produce any higher signal than mentioned amounts in IEC687 and IEC1268 standards
- The relation between test exit and mentioned amounts on monitor of measuring system is in compliance with nominal plaque of system.
- The measuring system should provide necessary amounts of pulses for maximum accuracy of measuring for 0.1 class in different test points.

### **1-3- Mechanical specifications of measuring system**

#### **1-3-1- The frame of measuring system**

- The above-mentioned measuring system should be equipped with a framework for sealing and an access to internal parts of measuring system should be based upon breaking of the seal.
- In case of non-transparent situation of framework, it is necessary to provide a window or windows for reading and monitoring of different parameters on the monitor.

This window should be transparent and replaced only by breaking the seal.

#### **1-3-2- Entrance terminals and each connection of measuring system**

- All terminals and frames should be designed in compliance with IEC 687 and IEC1268 standards.
- The distance of terminals from each other, the width of one terminal and also the distance of terminals level from terminal frame should be in compliance with IEC687 standard for Wattmeter and IEC 1268 for var/meter

#### **1-3-3- The resistance of measuring system against heat, fire and radiations**

- Terminals, terminal frame and system frame should be resistant against fire and heat with an acceptable level

- Measuring system should not explode with any heat increase of parts and items below the load.
- Measuring system should bear a keeping degree of IP51 or higher against radiations as mentioned in standard IEC687.

#### **1-4- Necessities of measuring system**

##### **1-4-1- Electrical standards of measuring system**

- Reference amounts of voltage standard, currency, maximum currency and frequency for active energy in accordance with IEC687 standard and for reactive energy in compliance with IEC1268 standard.
- Apparent and active energy consumed in any connection of voltage and current circuit, for voltage reference amounts, current and frequency and reference temperature should not be more than defined amounts in IEC687 and IEC1268 standards.
- Specified limits of entrance voltage of measuring system should be 0.9 to 1.1 nominal voltages.
- Permitted interval and tolerable entrance voltage of measuring system from 0.8 to 1.15 nominal voltages.
- Sudden changes and momentum reduction of voltage should not change the register amounts of measuring system
- Error amount of active energy and apparent and active energy consumed in any type of connection of voltage and current circuit, for the amounts of voltage resource, current and frequency in reference temperature should not be more than specified amounts in IEC687 and IEC1268 standards.

##### **1-4-2- Mechanical Standards of Measuring system**

- Measuring system should be designed and made in a way to prevent from any dangers through the normal work. It is special in following conditions:
  - \* Safety of persons against electrical shocks
  - \* Safety of persons against the effects of heat increase
  - \* Keeping against fire
  - \* Keeping against water interfere, dusts and suspension Articles
- All parts that may suffer from corrosion should be kept in an effective form.

- Keeping covers of measuring system should not be damaged due to transportation and/or air.
- For those installed measuring systems in different areas with high corrosion percentage, it is necessary to include in contract any purchase of additional equipment.
- The immunity and safety of above-mentioned measuring systems against vibration should be in compliance with IEC-60068-2-6 standard

#### **1-4-3- Electro-magnetic standards of measuring system**

- Measuring system should be designed in a way to prevent from any damages out of electro-magnetic disorders. (The important disorders include electro-static discharges, Electromagnetic of HF fields and passing sparks).
- Measuring system should not produce any radiation noises that may be effective on other equipment.

#### **1-4-4- Ecological and Environmental standards of measuring system**

- The scope of permitted defined changes for which any changes of temperature should be in compliance with mentioned amounts in IEC 687 and IEC1268 standards. In other words, it should be self-regulating and keep itself against any changes of calibration temperature.
- It is assumed that measuring system will face with mentioned estimated moisture condition in tables 5 of IEC687 standard and table 6 of IEC1268 standard.

#### **1-4-5- Limitations of mistake percentage in measuring system**

- Against reference entrances and in suitable work conditions, the error percentage should not be in compliance with mentioned accuracy class limit in tables 9 and 10 of IEC687 standard for Wattmeter part and tables 10 and 11 of IEC1268 standard for Apparent and active energy consumed Varmeter Part of measuring system.

(The mentioned amounts in above-mentioned tables for measured amounts are correct in both cases).

- Any increase in error percentage of changes in work conditions of reference should not be more than permitted limits of accuracy class mentioned in tables 11 of IEC687 and table 12 of IEC1268 standards.

- Error limit of any temperature changes should not be more than mentioned amounts in tables 12 of IEC687 and table 13 of IEC1268 standards.

#### **1-4-6- Work start limitations and work in no load condition of measuring system**

- Measuring system should be active 5 seconds after applying of voltage to its entrance
- By applying of voltage and in case of any disconnection of current circuit, test exit may not produce more than one pulse.
- Measuring system may start to measure and register of parameters against a current in compliance with mentioned specifications in IEC687 and IEC1268 standards.
- The current position is not different for start up of measuring system.

#### **1-4-7- Specification plaque of measuring system**

- Measuring system plaque and its terminal plaque should be in compliance with IEC687 and IEC1268 standards
- All connections of measuring system should be applied in compliance with IEC687 and IEC1268 standards.
- Contractor is obliged to provide and regulate the labels of all cables and connections of installed measuring system by TAVANIR (Iran Power Generation, Transmission and Distribution Management Co) or affiliated companies in compliance with IEC687 and IEC1268 standards.

**Enclosure 7-Relevant forms of process verbal of meter reading and price statement of Delivered/ Received Pure Electrical Energy**

Power plant Name: .....

Form No. 1-1-A

Date: .....

**Process verbal of active delivered energy  
in (month) ..... year.....**

**Major meter**

Date of reading: .....

No.	Meter No.	Meter coefficient	Date of reading of meter	Reading of previous month (Month).....		Meter reading in this month		Delivered electrical energy in this month (KWH)		Comments
				Normal and Peak hours	Low-load hours	Normal and Peak hours	Low-load hours	Normal and Peak hours	Low-load hours	
1										
2										
3										
4										
5										
<b>Grand total of delivered energy</b>										

Sale agent: .....

Signature: .....

Purchaser agent: .....

Signature: .....

Power plant Name: .....

Form No. 1-1-B

Date: .....

**Process verbal of active received energy  
in (month) ..... year.....**

**Major meter**

Date of reading: .....

No.	Meter No.	Meter coefficient	Date of reading of meter	Reading of previous month (Month).....		Meter reading in this month		Delivered electrical energy in this month (KWH)		Comments
				Normal and Peak hours	Low-load hours	Normal and Peak hours	Low-load hours	Normal and Peak hours	Low-load hours	
1										
2										
3										
4										
5										
<b>Grand total of delivered energy</b>										

Sale agent: .....

Signature: .....

Purchaser agent: .....

Signature: .....



Power plant Name: .....

Form No. 1-2-A

Date: .....

**Process verbal of active delivered energy  
in (month) ..... year.....**

**Backup meter**

Date of reading: .....

No.	Meter No.	Meter coefficient	Date of reading of meter	Reading of previous month (Month).....		Meter reading in this month		Delivered electrical energy in this month (KWH)		Comments
				Normal and Peak hours	Low-load hours	Normal and Peak hours	Low-load hours	Normal and Peak hours	Low-load hours	
1										
2										
3										
4										
5										
<b>Grand total of delivered energy</b>										

Sale agent: .....

Signature: .....

Purchaser agent: .....

Signature: .....

Power plant Name: .....

Form No. 1-2-B

Date: .....

**Process verbal of active Received energy  
in (month) ..... year.....**

**Backup meter**

Date of reading: .....

No.	Meter No.	Meter coefficient	Date of reading of meter	Reading of previous month (Month).....		Meter reading in this month		Delivered electrical energy in this month (KWH)		Comments
				Normal and Peak hours	Low-load hours	Normal and Peak hours	Low-load hours	Normal and Peak hours	Low-load hours	
1										
2										
3										
4										
5										
<b>Grand total of delivered energy</b>										

Sale agent: .....

Signature: .....

Purchaser agent: .....

Signature: .....

Power plant Name: .....

Form No. 2-A

Date: .....

**Process verbal of the situation of major meter**

No.	Meter No.	Physical situation		Calibration			Meter Seal		Comments
		Acceptable	Non-acceptable	Date of calibration	Acceptable	Non-acceptable	Acceptable	Non-acceptable	
1									
2									
3									
4									
5									

Sale agent: .....

Signature: .....

Purchaser agent: .....

Signature: .....

Power plant Name: .....

Form No. 2-B

Date: .....

**Process verbal of the situation of Backup meter**

No	Meter No.	Physical situation		Calibration			Meter Seal		Comments
		Acceptable	Non-acceptable	Date of calibration	Acceptable	Non-acceptable	Acceptable	Non-acceptable	
1									
2									
3									
4									
5									

Sale agent: .....

Signature: .....

Purchaser agent: .....

Signature: .....

Serial No:

Date :

Specifications of Purchaser		
Natural Person/Corporate Entity: Iran Power Generation , Transmission and Distribution Management Company (Tavanir)	Economic Code No:	Registration/National ID No:
Full Address : Province: Tehran City: Tehran	10 Digit Postal Code:	City: Tehran
Address (Head Office): Shahid Abbaspour Street, Vanak Square, Tehran P.O. Box 14155-6467		Tel/Fax:

Specifications of Seller		
Natural Person/Corporate Entity :	Economic Code No:	Registration/National ID No:
Full Address: Province: City:	10 Digit Postal Code:	City:
Address:		Tel/Fax:

Sales of Energy of ..... Powerplant in ..... month of the year ..... subject of contract No .....										
1	2	3	4	5	6	7	8	9	10	11
No	Item Code No	Details of Goods or Services	Quantity	Unit of Measurement	Unit Price (IRR)	Total Price (IRR)	Discount	Total Price Discount Included (IRR)	Total Tax and Duties (IRR)	Total Price plus Taxes and Duties (IRR)
--	--	--	--	--	--	--	--	--	--	--
--	--	--	--	--	--	--	--	--	--	--
--	--	--	--	--	--	--	--	--	--	--
Conditions of Sale: Cash <input type="checkbox"/> Non-Cash <input type="checkbox"/>										
Remarks:										

**SIGNATURE AND SEAL OF SELLER :**  
**SIGNED AND SEALED**

**SIGNATURE AND SEAL OF PURCHASER:**  
**SIGNED AND SEALED**

## Enclosure 9: Proposed form of Letter of Credit

### Form of "Letter of Credit"

Bank ....., branch .....

{Name and Address of notifying bank} with the title of **"Notifying Bank"**

Date:

Dear Sirs,

Regarding the "**Contract**" of electricity purchased dated ..... between Power Generation, Transmission and Distribution Management Company of Iran (Tavanir) and {Name and Address of Company} "**Beneficiary**" (Purchase contract of renewable electricity), upon the request of "**TAVANIR**", we (this bank) will open this irrevocable letter of credit No. .... for the benefit of "**Beneficiary**" under the title of "**Contract**" for purchase of electricity within ..... months after "**Commercial Operation Date**" ["**First Group**"]["**First Unit**"]["**Power plant**"]} ({.....}) {"**Withdrawal amount**"}.

Regarding all conditions of the "**Letter of Credit**", we hereby undertakes to pay the relevant amount at the same day and upon the request of "**Notifying bank**" after confirmation date and before expiration date (as it will be mentioned later) of notifying bank and issuance a payment order completely in compliance with current form in enclosure 1 of this "letter of credit" in any working days of this bank with the above-mentioned address.

The real meaning of working day for performing this "**Letter of credit**" is a day in which all banks of Islamic Republic of Iran are open for performing banking affairs.

Any refer to month in this "**Letter of credit**" means solar months in Iranian Calendar.

It is not an operational "**Letter of credit**" and will be changed into operative at the receipt date of signed notice by authorized representative of "**Beneficiary**" as mentioned in enclosure 2 of the same "**Letter of credit**" ("**Confirmation Date**") to us.

Then it will be valid up to fifteen (15) months after that ("**Expiration date**").

Any payment in accordance with content of this "**Letter of credit**" will be paid without any deductions except for legal deductions.

This bank understands that "**TAVANIR**" may request for extending of this "**Letter of Credit**" with a new withdrawal amount. We will accept all mentioned requests if made by "**TAVANIR**" provided that the withdrawal amount should not be more than ..... RIs.

**TAVANIR** is obliged to pay all requesting salaries of this bank in relation to issuance of this "**Letter of Credit**".

Signature: {Name of issuing bank}

By: Signatory

Title: .....

Enclosures:

1- Payment Order form

2- Notice form of "**Commercial Operation Date**" from ["**First group**"]  
["**First unit**"]["**Power plant**"]

**Enclosure 1**

**Payment Order Form**

To: Name and Address of notifying bank ("**Notifying Bank**")

Subject: "**Letter of Credit**" No. .... {Issuing bank} dated .....

{Payment Order Date}

Dear Sirs,

I, authorized agent of {name of company} ("**Beneficiary**"), hereby submit the statement No. .... dated..... of "**Beneficiary**" which has been issued in accordance with content of Electricity Purchase "**Contract**" dated ..... Between "**TAVANIR**" and "**Beneficiary**" along with an approval of "**TAVANIR**".

You are kindly requested to transfer an amount of (..... Rls.) to the account No. .... of "**Beneficiary**" with you.

Title: .....

On behalf of .....

{Company}

Enclosure: Original copy of statement No. {.....}



**Enclosure 2**  
**Notice form of "Commercial Operation Date"**

To: Name and Address of notifying bank ("**Notifying bank**")

Subject: "**Letter of credit**" No. .... {Issuing bank}  
dated.....

Dear Sirs,

3- I, as the authorized agent of {name of company} ("**Beneficiary**"), hereby state that "**Commercial Operation Date**" of [{"**First Group**"} [{"**First Unit**"} [{"**Power plant**"}] has been applied in accordance with Electricity Purchase "**Contract**" made between "**TAVANIR**" and "**Beneficiary**" at { }.

Enclosed you may find one original copy of common certificate of "**TAVANIR**" and "**Beneficiary**" about notifying the "**Commercial Operation Date**" of [{"**First Group**"} [{"**First Unit**"} [{"**Power plant**"}].

You are kindly requested to confirm its application in accordance with the content of "**Letter of Credit**".

With the best regards

Signature: .....

Title: .....

On behalf of .....

{Company}

Enclosure: A copy of relevant certificate, about "**Commercial Operation Date**" of [{"**First Group**"} [{"**First Unit**"} [{"**Power plant**"}]

## 2-5- Manual for preparing a report of feasibility study

Followings are minimum information that should be observed in feasibility study report and will be considered by **SUNA** specialists. It is obvious that the applicant may add any other useful information with his own competence:

### 1- Project explanation including

- 1-1) Exact specification of project performance with a complete drawing about the site location and access roads and so on.
- 1-2) A summary of technical specifications of Power Plant equipment : It is necessary to introduce major and main equipment with regard to the type of power plant, including the size, capacity, manufacturing factory, model, output, special curves and other identity specifications of equipment with relevant catalogues and brochures
- 1-3) Equipment allocation  
Manner of putting the equipment in the site, Diagram Block of power plant, piping map and sound tools ( in related cases), Electrical drawings and so on that may provide a general description of the power plant.

### 2- The annual Electrical production rate of power plant

An evaluation of selected energy resource by the help of acceptable statistical and engineering methods is the most important chapter of feasibility report that finally will consider all outputs, internal usages, damages and so on that may lead to a production estimation of electrical energy of power plant like a table form and yearly separation. It is suitable to use some recognized software (such as Windpro in wind power plants) for further calculations.

### 3- Study of power plant connection to the grid

It is necessary to mention in the report the connection point of power plant to distribution and transfer grid along with area grid map, manner of connecting to grid and evaluation of any possibility to connect power plant to the grid from free capacity of grid. This is necessary to mention that before concluding any guaranteed electricity purchase contract, it is necessary to submit to **TAVANIR** the relevant agreement for connection to grid issued by competent authorities.

### 4- Environmental evaluation

It is necessary to mention different environmental aspects of establishment a power plant in feasibility report.

This is necessary to mention that one of the enclosures of Guaranteed Electricity Purchase Contract is environmental license issued by Provincial Environment Organization which should be submitted to **TAVANIR** before signing it.

## **5- Economical evaluation**

One of the important parts of feasibility study report is economic consideration that is a good reason for establishment of power plant. It should be performed with regard to different parameters such as primary costs of investment, utilization costs, output and loan amount, loan and repayment period and submitted in the report. Needless to state that **TAVANIR** will purchase the produced electricity out of renewable energies in accordance with Article 62 of Law of Regulation a part of the Governmental Financial Provisions on behalf of Ministry of Energy and with mentioned price in it.

## **6- Project performance time schedule**

It is necessary to mention in feasibility study report all periods of time for different phases of establishment and utilization by submitting steps of the phases and allocated time for each step.

## **7- Summary of report**

A summary of points and results of different chapters of feasibility report should be submitted at the end of the report.

The mentioned report should be in written form in one copy and it's CD (including the file in WORD and/or PDF) for further considerations of **TAVANIR**.