

## SCHEDULE 1

### DESCRIPTION OF THE ENERGY FACILITY

#### 1. General Description of the Project

Schedule 1 details the major equipment's and key specifications of the Energy Facility, which shall be the basis for its design, construction and operation of the Project. The full description of the Project is specified in the Concession Agreement and the information's in this Schedule 1 are provided for mutual understanding.

The power generation and transmission facilities of the Project are described in clause 2 of Schedule 1. The single line diagrams of the switchyard and metering point are shown in Clause 3 of Schedule 1 of this Agreement.

##### 1.1. Summary of the Energy Facility

The (Insert name of the Project) hydroelectric power project is using the water from the (Insert River Name) River. (Insert name of the Project) is the (Insert Downstream/Upstream) project in the (Please insert cascade name) hydropower cascade. (Insert specific information pertaining to the Project if needed).

The dam site of the Project is situated on (Insert River Name) River before merging with the (Insert River Name), where it is about (Insert Width) m wide. The dam will create a reservoir of (Insert) mm<sup>3</sup> at full supply level of (Insert) metres above sea level, with the active storage volume of (Insert) mm<sup>3</sup>.

The energy produced from the (Insert) MW generating facility will be transmitted at (Insert) kV voltage level from the Energy Facility to the Delivery Point at the (Insert) Switchyard in accordance with this Agreement. The general arrangement of the Project layout is shown below:

(Insert a general Layout of the Project)

The Energy Facility is designed to have a capacity at the Metering Point of approximately (Insert) MW at the minimum operating water head of (Insert) m and approximately (Insert) MW at the minimum operating water head of (Insert) m.

Based on hydrological assessments made to date, the Seller agrees to make available an average annual energy supply on a long-term basis of (Insert) GWh/Mwh/MU to the Procurer.

##### 1.2. Main components of the Energy Facility and related main components of the EDL Grid

The main components of the Energy Facility are as follows:

- Dam, intake and reservoir.
- Power station including a turbine, generator, speed governor, voltage regulation, a main transformer and auxiliaries.
- The Seller will also construct a switchyard at the Energy Facility and (Insert Name) Connection Switchyard (including circuit breakers and disconnectors).

## **2. Main Features of the Energy Facility and of the related components of the EDL Grid**

The main features of the major components are summarized as follows:

### **2.1 Reservoir**

Full supply level (FSL)	El. ( ) m ASL.
Minimum operating level (MOL)	El. ( ) m ASL.
Active storage volume	( ) mm <sup>3</sup>
Reservoir surface area	( ) km <sup>2</sup>
Average annual inflow	( ) m <sup>3</sup> /s

### **2.2 River Diversion**

Number of tunnels	( ) set
Internal diameter	( ) m
Length	( ) m
Type of lining	( )
Upstream elevation	( ) m ASL.
Downstream elevation	( ) m ASL.

### **2.3 Dam**

Type	( )
Crest elevation	( ) m ASL.
Height	( ) m
Crest length	( ) m

### **2.4 Spillway**

Type	( )
Design flood	( ) m <sup>3</sup> /s
Gate dimensions	( ) x ( ) m (HxW)
Number of gates	( ) sets
Crest elevation	( ) m ASL.
Width at overflow section	( ) m

### **2.5 Power Conduit**

#### (1) Power intake

Intake gate:

Type	( )
Number of gate	( ) set

#### (2) Penstock

Type	( )
Number of line	( ) line
Inner diameter	( ) m
Length	( ) m

#### (3) Draft tube bulkhead gate

Type	( )
Number of gate	( ) sets

#### (4) Tailrace

Type	( )
------	-----

Width ( ) m ~ ( ) m  
 Length ( ) m  
 ~ ( ) m in tunnel section  
 ~ ( ) m in open channel  
 Height ( ) m in tunnel

## 2.7 Powerhouse

Type ( )  
 Finished ground level ( ) m ASL.  
 Dimension of superstructure ( ) m wide x ( ) m long x 14.80 m high

## 2.8 Switchyard (Transmission Equipment)

Type: ( )  
 Dimension: Switchyard ( ) m wide x ( ) m long

## 2.9 Connection Switchyard (Transmission Equipment)

Type: ( )  
 Dimension: Switchyard ( ) m wide x ( ) m long

## 3. Power Generation and Transmission Facilities

### 3.1 Power Generation

The power generation of ( **Insert** ) HPP is estimated on the basis of the expected inflows into the reservoir. The average annual inflow of ( **Insert** ) m<sup>3</sup>/s is obtained from a 30-year series. The maximum inflows in a wet year and the minimum inflow in a dry year are ( **Insert** ) m<sup>3</sup>/s and ( **Insert** ) m<sup>3</sup>/s respectively.

The key features of the power generation facilities are as follows:

#### (1) Turbine

Type ( )  
 Number of units ( )  
 Unit rated power output ( ) kW x unit under a net head of ( ) m ASL.  
 Maximum output ( ) kW x unit under a net head of ( ) m  
 Rated discharge ( ) m<sup>3</sup>/s  
 Rated speed ( ) min<sup>-1</sup>

#### Inlet valve

- Number of valves ( )  
 - Type ( )  
 - Diameter ( ) m

#### (2) Generator

Type ( )  
 Number of units ( )  
 Rated output ( ) kVA  
 Rated voltage ( ) kV  
 Rated speed ( ) min<sup>-1</sup>  
 Rated power factor ( ) lagging  
 Rated frequency ( ) Hz

#### (3) Powerhouse Crane

Number of cranes ( ) cranes

Lifting capacity ( ) ton per crane

(4) Main Transformer

Type ( )  
Number of units ( ) unit  
Rated power ( ) MVA  
Voltage ratio ( ) kV  
Cooling method ( )

### 3.2 Transmission Facilities

The Delivery Point is at the incoming feeder of the ( Insert ) Switchyard. The transmission system is a ( Insert ) kV and ( Insert ) km long double circuit transmission line from the ( Insert ) Switchyard to the ( Insert ) Connection Switchyard. The power will be further transmitted from the ( Insert ) Connection Switchyard to the ( Insert ) via a ( Insert ) kV single circuit transmission line.

The Transmission Equipment up to the Interconnection Point ( Insert Specific Information ) will be built by the Seller and will be transferred to the Procurer on the Commissioning Date in accordance with Clause 10 of this Agreement, and from (and including) the Commissioning Date, the Procurer shall be completely responsible for these transmission facilities.

- (Insert Switchyard Single Line Diagram)
- (Insert Pictorial Representation of Delivery Point)

## SCHEDULE 2

### CONTRACTED OPERATING CHARACTERISTICS

#### 1. ENERGY FACILITY OPERATION CONDITIONS

##### 1.1 Nominal Operating Parameters

GRID PARAMETER AT METERING POINT	NOMINAL VALUE
Voltage ( $U_N$ )	(Insert) kV
Frequency	50 Hz

##### 1.2 Normal Operation

Normal operation of the Energy Facility shall be defined as operation with any combination of operating parameters within the following ranges.

GRID PARAMETER AT METERING POINT	NORMAL RANGE
Voltage	95 % to 105 % $U_N$
Frequency	49.5 Hz to 50.5 Hz
Power factor	0.85 lagging to 0.9 leading
Negative phase sequence component of the system voltage	< 1 %

VOLTAGE LEVEL	TOTAL HARMONIC DISTORTION	INDIVIDUAL DISTORTION ODD	INDIVIDUAL DISTORTION EVEN
(Insert) kV	<= 2.5 %	<= 1.5 %	<= 1 %

HEADWATER MAXIMUM OPERATING LEVEL	HEADWATER MINIMUM OPERATING LEVEL
EL ( )	EL ( )

TAILWATER MAXIMUM OPERATING LEVEL	TAILWATER MINIMUM OPERATING LEVEL
EL ( ) (at maximum turbine discharge of .....m <sup>3</sup> /s)	EL ( ) (at minimum turbine discharge of .....)

All Energy Facility shall be capable of continuous sustained normal operation.

There shall be no requirement for maintaining operation of the Energy Facility when total harmonic distortion exceeds the limit as mentioned above.

### 1.3 Exceptional Operation

Exceptional operation of the Energy Facility shall be defined as operation with any one or combination of operating parameters outside of the range defined for normal operation and within the following ranges.

<b>GRID PARAMETER AT METERING POINT</b>	<b>EXCEPTIONAL RANGE</b>
Voltage	90 to 95 % and 105 to 107 % $U_N$
Frequency	47.0 to 49.5 Hz and 50.5 to 52.0 Hz
Negative phase sequence component of the system voltage	< 2 %

The Energy Facility shall be capable of continuous exceptional operation with a voltage within the above exception range.

The Energy Facility shall be capable of continuous exceptional operation during a frequency excursion, of up to 15 minutes, from a condition corresponding to sustained and fully stabilized normal operation. There shall be no requirement to maintain such exceptional operation of the Energy Facility beyond said time or to sustain repeated excursions without reaching fully stabilized normal operation between each such excursion. If the frequency excursion into the exceptional operation range persists for more than 15 continuous minutes, the Energy Facility generating unit connected to the EDL Grid may be tripped to a hot standby state, i.e. running off-line at no load speed.

### 1.4 Operation Beyond the Exceptional Range

Operation of the Energy Facility beyond the exceptional operation range is defined as operation with any one or combination of operating parameters outside of the exceptional operation range.

There shall be no obligation for the Energy Facility to remain in service outside the exceptional operation range. If either voltage or frequency is beyond the exceptional operation ranges defined in 1.3 above, the Energy Facility generating unit connected to the EDL Grid may be tripped to a hot standby state, i.e. running off-line at no load speed. It shall be possible, however, for occasional operation of the Energy Facility up to 110% of the EDL Grid rated voltage in extreme circumstances. Such extreme operation shall be limited to less than 5 hours per year.

### 1.5 Range for Synchronizing

It shall be possible to synchronize the Energy Facility generating unit with the EDL Grid when the grid operating parameters at the Metering Point are within the following values.

<b>GRID PARAMETER</b>	<b>RANGE FOR SYNCHRONIZING</b>
Voltage	90 % to 110 % $U_N$
Frequency	47.0 Hz to 52.0 Hz

Synchronizing of the Energy Facility with the EDL Grid shall not be required outside of the above range.

## **2. ENERGY FACILITY AND TRANSMISSION EQUIPMENT SPECIFICATION**

### **2.1 Loading and Unloading Rates**

The loading/unloading rates of the generating unit shall be compatible with the varying load requirements for this unit, and shall include supplying only the minimum station service load through to supplying the maximum station service load plus the maximum supply to the EDL Grid.

At any time, the loading and unloading of the generating unit shall remain under the supervision and control of the Seller. The generating unit loading/unloading parameters shall be adjustable.

#### **(a) Loading of the Energy Facility to the Dispatch Instruction**

Subject to the other provisions of this Agreement, upon receipt from the Procurer of valid Dispatch Instructions, the generating unit shall be able to load at the unit loading rate, as the Energy Facility and EDL Grid permit, up to the load defined by the Dispatch Instruction.

#### **(b) Unloading of the Energy Facility from its Actual Load Down to the Dispatch Instruction**

Subject to the other provisions of this Agreement, upon receipt from the Procurer of valid Dispatch Instructions, the generating unit shall be able to unload at the unit unloading rate, as the Energy Facility and EDL Grid permit, to the load defined by the Dispatch Instructions.

### **2.2 Speed Governing System**

The Energy Facility generating unit shall be equipped with a speed governor capable of regulating speed or frequency.

The Energy Facility generating unit shall be capable of maintaining frequency within the exceptional operating range while supplying the Energy Facility service power without connection to the EDL Grid.

### **2.3 Excitation Control System**

The Energy Facility generating unit shall be provided with an automatic voltage regulator (the AVR). A manual control facility shall also be provided for the generator excitation system. Failover to manual excitation system control shall be automatic in the event of any fault with the AVR system.

Adjustment of generator voltage (and unit Mvar) shall be available to the power station control room operator.

At any time, adjustment of the voltage (and Mvar) of the Energy Facility shall remain under the supervision and control of the Seller.

### **2.4 Protection System for the (Insert Transmission Line Name) Transmission Line**

#### **(a) (Insert Transmission Line Name) Transmission Line Protection**

The protection scheme of the ( ) Transmission Line shall include primary and backup protections. The primary protection shall utilize a distance relay. The backup protection shall be a distance relay or an overcurrent relay. The protection shall include three-pole tripping and reclosing.

For three-pole reclosure, the reclosing relay in ( ) HPP shall be done through a synchro-check relay.

**(b) Fault Clearing Time**

The fault clearing time from the fault inception to the arc extinction for the ( ) kV circuit breakers, including relay operating time and circuit breaker tripping time, shall be as follows.

- First stage of the distance relay : ( )cycles (ms)

**2.5 Communication System**

(Insert type of communication) cable between the Procurer and the Seller shall be of the same specifications.

The specifications of the (Insert type of communication) shall be as follows.

- Standard : ( )
- Wavelength : ( )
- Maximum optical attenuation : ( )
- Average splice loss every 3 km : ( )

[Note: The Procurer to confirm whether a redundant communication system via Power Line Carrier (PLC) is also required for tele-protection signals. If so, to provide the technical specification.]



## SCHEDULE 3

### TESTING AND COMMISSIONING

#### 1. Energy Facility Tests on Completion

Testing and Commissioning of the ( Insert ) hydro power unit shall include the following activities:

##### 1.1 Activities Prior to the Commencement of Tests

The following systems and facilities which are required to provide support for commissioning of the unit shall be commissioned and operational prior to the commencement of tests on the unit:

- All the required tasks on or near the hydropower unit shall be completed.
- Tests on completion shall be satisfactorily completed for all directly related main, auxiliary and ancillary plant, equipment, systems and facilities. All such plant, equipment, systems and facilities shall be operational and in service.
- The control, monitoring, protection and communication system of the unit should be tested. Additionally, ( Insert ) switchyard, transmission line and connection switchyard shall also be fully operational.
- All tests without water (dry tests) shall be finished.
- The cooling system shall be operational.
- Phasing tests shall be completed
- All hydraulic gate operating systems shall be tested and operational.

##### 1.2 Energy Facility Generating Unit Commissioning Tests

(a) Step 1: Rotation Test (unexcited):

- Initial spinning test by manual start;
- Brake test;
- Test of bearings (bearing heat runs);
- Alignment, balancing, shaft runout, vibration and other mechanical tests;
- Rotor winding high voltage test;
- Overspeed test;
- Amplitude and frequency of draft tube pressure pulsations (DTPP) [Note: This is not related to the generator rotating tests. However it will be performed in accordance with the IEC standards for the turbine acceptance tests.]
- General inspection;
- Generator insulation tests;
- Governor test/adjustment;
- Emergency shutdown test; and
- Monitoring, controlling and protection functional checks.

(b) Step 2: Rotation Test (excited):

- Excitation of the generator and check of excitation equipment;
- Primary test of signalling and protection devices;

- Commissioning of automatic voltage regulator;
  - Short circuit characteristics test;
  - Test of generator data (including determination of parameter values, residual voltage, shaft voltage, voltage waveform, open circuit, short circuit, phase sequence, unsaturated direct transient and sub-transient reactance, open circuit transient time constant and start, stop and emergency stop functions, etc.);
  - Energising of (Insert ) Switchyard and synchronising circuit checks;
  - Unit start/stop automatic sequence control tests and checks; and
  - Monitoring, controlling and protection functional checks.
- (c) Step 3: Tests with unit connected to EDL Grid:
- Synchronisation tests;
  - Initial load test by taking up load in predefined steps up to full load;
  - Load increasing/decreasing test (MW/s, ramp rates);
  - Active power load rejection (25%, 50%, 75%, 100% load);
  - Emergency closing of orifice into progressively increasing flows, up to maximum flow [Note: Please note that for normal and emergency closing main inlet valve or the guide vanes are provided. In NT1-design bulkhead gates are not foreseen. Therefore a more general term is proposed.];
  - Inspection of plant and waterways;
  - Testing and adjusting governing parameters at successive steps (governor step response tests);
  - Servo-motor test (closing force and characteristics);
  - Unit start/stop automatic sequence control tests and checks;
  - Unit loading/unloading rate adjustment checks;
  - Reactive power load rejection tests;
  - AVR and power system stabilizer tests;
  - Minimum load continuous stability tests;
  - Unit capability tests;
  - Unit temperature stability tests (heat run);
  - Unit efficiency tests (including continuous running of the unit at predefined outputs);
  - [Note: Black start functionality if applicable];
  - Transmission line energising tests;
  - Monitoring, controlling and protection functional checks;
  - Unit trial run tests, including:
    - stable operation for at least 72 hours at varying outputs between the maximum possible and minimum allowable capacity of the unit without any failure or interruption and with no more than 3 start/stop cycles;
    - at least 10 successive cycles of starting (i.e. including synchronising and loading to the dispatch level), stopping (i.e. including unloading from the dispatch level down to no load and stopping to standstill) and demonstration of immediate re-start capability testing within 72 hours period.

(d) Step 4: Transmission System Tests:

- Tests of ( ) Switchyard control, protection and measuring systems;
- Line tests on the ( ) Transmission Line;
- Tests of metering and measuring systems; and
- Tests of communications links and data transfer capability between the Energy Facility and the EDL Control Centre.

## **1.2 Energy Facility Annual Tests**

Annual tests for the unit shall include the following activities:

- Start and stop cycle check including start-up time check;
- Synchronisation test;
- Load increasing and-decreasing capability test;
- Governor and AVR response test;
- Non-stop full load capacity;
- Monitoring, controlling and protection functional checks;
- Controlling and communications systems checks; and
- Metering accuracy verification checks.

## SCHEDULE 4

### ENERGY TARIFF AND ENERGY PURCHASE

#### PART 1

The tariff for Delivered Energy based on the Dispatch Instructions from the Procurer including Excess Energy shall be the energy tariff for that Season and Tariff Year as below:

**ENERGY TARIFF TABLE**

<b>Tariff Year</b>	<b>Tariff</b>	<b>Tariff</b>
	<b>(USc/kWh)</b>	<b>(USc/kWh)</b>
	<b>Wet Season</b>	<b>Dry Season</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
...		
...		

**Wet Season** means the period from (and including) 1 June until (and including) 31 October of each calendar year.

**Dry Season** means the period from (and including) 1 November of each calendar year until (and including) 31 May of the following calendar year.

**Season** means the Wet Season or the Dry Season.

The data provided below shows the monthly Contracted Energy in MU/Mwh/Gwh from the Energy Facility of the (Insert project name) based on the Contracted Capacity and any other factor deemed necessary, contracted with Procurer for sale of such power by the Seller at Delivery Point:

For the 1<sup>st</sup> Operating Year:

<b>Month</b>	<b>Contracted Energy</b>
<b>Jan</b>	
<b>Feb</b>	
<b>Mar</b>	
<b>Apr</b>	
<b>May</b>	
<b>June</b>	
<b>July</b>	
<b>Aug</b>	
<b>Sep</b>	
<b>Oct</b>	
<b>Nov</b>	
<b>Dec</b>	

From 2<sup>nd</sup> Operating year to Expiry of the PPA:

<b>Month</b>	<b>Contracted Energy</b>
<b>Jan</b>	
<b>Feb</b>	
<b>Mar</b>	
<b>Apr</b>	
<b>May</b>	
<b>June</b>	
<b>July</b>	
<b>Aug</b>	
<b>Sep</b>	
<b>Oct</b>	
<b>Nov</b>	
<b>Dec</b>	

## PART 2

### 1. ENERGY TARIFF PERIODS

#### 1.1 General

The energy tariff table provided in Part 1 of this Schedule 4 shows the yearly and season wise (i.e. Dry Season and Wet Season) rate to be used for determining the tariff for electrical energy during the term of this Agreement. The Energy Tariff Table contains twenty-eight rows and each row of the table is referred as a Tariff Year.

#### 1.2 Tariff Year No. 1

Tariff Year No. 1 shall be the period starting from (and including) the first day of the Operating Period until (and including) the 31st of December of that year. If commercial operation date is delayed, the tariff of Tariff Year No. 1 shall apply from the first day of the month of the Operating Period until the 31st December of the year in which the first day falls. For example, if the first day of the Operating Period is the 1st February, the Tariff Year No.1 shall be from the 1st February to the 31st December of the same year.

#### 1.3 Tariff Years No. 2 to (Please Insert)

The period after Tariff Year No. 1 until midnight of the Expiry Date shall be divided into consecutive Tariff Years, defined as Tariff Year No. 2 to Tariff Year No. 28. Each Tariff Year except for Tariff Year No. 28, shall be of a duration of twelve (12) calendar months. Tariff Year No. 28 shall be the period starting from (and including) the 1st of January of that year until (and including) the Expiry Date.

#### 1.4 Extension of Concession Period

If the Term is extended beyond the Expiry Date by the means of extension approval in accordance with the Concession Agreement, the period of Tariff Year No. 28 shall be extended by a period equal to that extension only. The applicable tariff in the extended period shall be the same as the tariff applied to the last year of the term of this Agreement.

### 2. TARIFF FOR DELIVERED ENERGY

#### 2.1 Tariff

For each Tariff Year, the tariff for Delivered Energy, pursuant to the Procurer's payment obligations as prescribed in Clause 25 of this Agreement, shall be the Tariff Year energy tariff for the Season in which that month falls as set forth in the Energy Tariff Table in Part 1 of this Schedule 4.

#### 2.2 Start-up Energy Tariff

During start up, testing and synchronizing of the Energy Facility and thereafter for each Tariff Year, the tariff for Start-up Energy shall be the applicable EDL Grid general industrial rate for the year (Insert Year) set forth in Ministry of Energy and Mines Notice No.0325/MEM dated 9 March 2012.

#### 2.3 Tariff for Test Energy

For the period prior to the Commissioning Date, the tariff for energy, pursuant to the Procurer's payment obligations as prescribed in Clause 25, shall be (Insert %) of the Tariff Year No.1 energy tariff for Season in which that month falls as set forth in the Energy Tariff Table in Part 1 of this Schedule 4.

## SCHEDULE 5

### REVENUE METERING EQUIPMENT

#### 1. ENERGY METERS

High accuracy metering facilities shall be provided at the Metering Point, forming part of the Energy Facility, for the purpose of measuring and recording:

- Delivered Energy, and;
- Start-up Energy.

The Meters shall include duty and back-up meters, as follows:

<b>Delivered Energy and Start-up Energy</b>			
<b>Location</b>	<b>Meter Duty</b>	<b>Measured Quantity</b>	<b>Unit</b>
Incoming Feeder at the (Insert) Switchyard	Main	Delivered Energy & Start-up Energy	± kWh
Incoming Feeder at the (Insert) Switchyard	Back-up	Delivered Energy & Start-up Energy	± kWh

#### 2. ENERGY METER REQUIREMENTS

The Meters shall conform to the following standard and accuracy requirements.

- International standard : IEC 62053
- Accuracy class : 0.2 S

The Meters shall be located at the Delivery Point.

#### 3. CURRENT AND VOLTAGE TRANSFORMERS

The (Insert) kV current transformers shall comply with IEC 61869-2 and the metering cores shall have an accuracy class of 0.2 S.

The (Insert) kV voltage transformers shall comply with IEC 61869-3 and shall have a metering accuracy class of 0.2.

## SCHEDULE 6

### EDL GRID OPERATING PROCEDURES AND PRACTICES

#### 1. Foreword

- (a) The EDL Grid Operating Procedures and Practices (in relation to the Energy Facility) describe the functions, requirements and responsibilities for controlling, operating and switching of the transmission interconnection between the ( **Insert** ) and the EDL Grid.
- (b) The operating procedures and practices are based on the operating rules, procedures and practices adopted by the Procurer.

#### 2. Energy Delivery and Start-up Energy

##### 2.1 Energy Delivery from Energy Facility

- (a) The Seller shall deliver electrical energy from the Energy Facility to the EDL Grid at Delivery Point, in accordance with the Seller's Daily Declarations of Available Energy subject to the Procurer's daily Dispatch Instructions.
- (b) In case of emergency situation within EDL Grid, the Seller shall use optimal measures to deliver electrical energy to the EDL Grid from the Energy Facility at Delivery Point, in accordance with Procurer's and related Dispatch Instructions. Provision of energy delivery from the Energy Facility under such emergency circumstances shall, at all times, be within the Contracted Operating Characteristics of the Energy Facility and within any constraints described in this Agreement.

##### 2.2 Start-up Energy

- (a) The Procurer shall facilities to provide Start-up Energy to the Energy Facility from the EDL Grid at Delivery Point, in accordance Clause 22 of this Agreement.
- (b) If an emergency situation occurs at the Energy Facility and the Energy Facility is shut down, the Procurer shall use its optimal facilities to provide Start-up Energy to the Energy Facility from the EDL Grid at the Delivery Point.

##### 2.3 Power Factor Control

Pursuant to Schedule 2, Clause 1.2, the Seller shall collaborate and cooperate with the Procurer over the adjustment of voltage and the reactive power on the ( **Insert** ) kV network such that the power factor at the Delivery Point is not less than 0.85 lagging to 0.95 leading.

#### 3. Frequency Control

##### 3.1 EDL Grid at ( **Insert** ) kV (or higher) Nominal Voltage

- (a) the EDL Grid frequency shall be controlled within the following ranges:
  - Normal Frequency Range : 49.5 to 50.5 Hz
  - Exceptional Frequency Range : 47.0 to 49.5 Hz and 50.5 to 52 Hz
- (b) **The Procurer** shall be responsible for frequency control at ( **Insert** ) kV (or higher) nominal voltage.

#### 4. Voltage Control

- (a) The nominal voltage ( $U_N$ ) of the interconnection between the Energy Facility and the EDL Grid shall be ( **Insert** ) kV and shall be controlled within the following ranges:
  - Normal Frequency Range : 95 to 105% of  $U_N$
  - Exceptional Frequency Range : 90 to 95% and 105 to 107% of  $U_N$
- (b) It shall be possible for occasional operation of the Energy Facility up to 110% of the EDL Grid nominal voltage in extreme circumstances.



## 5. Communication between the Seller and the Procurer

- (a) Communication between the Energy Facility and the EDL Control Centre shall be via:
  - (i) (Insert); and
  - (ii) (Insert if any)
- (b) The language of communication between the Seller and the Procurer shall be English. However, for minor operational matters, the Lao language may be used as appropriate.

## 6. Procedures for Switching and Synchronising

### 6.1 Switching for Isolation and Restoration of Interconnection between the Energy Facility and the EDL Grid

- (a) If the interconnection between the Energy Facility and the EDL Grid is to be taken out of service for any purpose, the Seller shall so advise the EDL Control Centre and shall submit to the EDL Control Centre the proposed switching procedure for disconnecting and isolating the Energy Facility from the EDL Grid.
- (b) The switching procedure for disconnecting and isolating the Energy Facility from the EDL Grid shall include a switching schedule setting out the intended switching sequence and shall include the following information :
  - Origin of request for outage and related switching;
  - Purpose of outage;
  - Person(s) authorised to undertake the switching for isolation of the interconnection;
  - Date and time that isolation switching is scheduled to commence; and
  - Date and time that isolation switching is scheduled to be completed.
- (c) The switching procedure for restoring the interconnection between the Energy Facility and the EDL Grid shall include a switching schedule setting out the intended switching sequence and shall include the following information:
  - Origin of request for the related outage of the interconnection;
  - Purpose of outage;
  - Person(s) authorised to undertake the switching for restoration of the interconnection;
  - Date and time that restoration switching is scheduled to commence; and
  - Date and time that restoration switching is scheduled to be completed.
- (d) Isolation and restoration of the interconnection between the Energy Facility and the EDL Grid shall involve both the Seller and the Procurer. For each and every isolation and restoration switching activity related to the interconnection, a standard switching schedule shall be followed by the Seller and the Procurer operating staff.

### 6.2 Synchronising

- a) Synchronisation of the Energy Facility to the EDL Grid shall be at the generator circuit-breakers within the Energy Facility.
- b) Synchronisation of the EDL Grid to the Energy Facility may be permitted if required at the (Insert) kV line circuit-breakers at the (name to be inserted) Switchyard.

## 7. Switching Items and Switching Orders

- (a) Detailed switching procedures and switching schedule proforma, for isolation and restoration of the interconnection between the Energy Facility and the EDL Grid, shall be jointly developed by the Seller and the Procurer. Such detailed switching procedures and proforma shall be formalised and agreed by both Parties prior to commencement of commissioning of the Energy Facility.
- (b) The switching schedule proforma shall include the following information:

- Title of proforma ;
- Location(s) of the affected switchgear (e.g. Power station, switchyard/substation names);
- Date(s) of switching – isolation;
- Date(s) of switching – restoration;
- Purpose of outage/work;
- Requesting Party and Work unit;
- Name of person preparing the switching order and date of preparation;
- Name of person approving the switching order and date of approval;
- Names and qualifications of persons authorised to perform the switching;
- Isolation switching steps (i.e. sequentially numbered steps, describing each and every switching, isolation and associated verification activity);
- Restoration switching steps (i.e. sequentially numbered steps, describing each and every switching, restoration and associated verification activity). Approved operational numbers (to be assigned by the Procurer) shall be used to describe all switchgear, relays, etc.;
- Check lists for confirmation by the switching operators that each and every switching step has been correctly completed;
- Time of commencement of switching sequence;
- Time of completion of switching sequence; and
- Signature(s) of switching operator(s) confirming that the switching has been correctly completed.

## **8. Equipment Inspection**

### **8.1 Inspection and Maintenance**

- (a) The Seller shall be responsible for the inspection, maintenance, repair and replacement of all equipment and facilities on the Energy Facility side of the the Delivery Point.
- (b) The Procurer shall be responsible for the inspection, maintenance, repair and replacement of all equipment and facilities on the EDL Grid side of the Delivery Point.

### **8.2 Telecommunication Systems**

- (a) The telecommunications systems between the Energy Facility and the EDL Control Centre shall be tested three times a day at the following times
  - 07:00 h
  - 15:00 h and
  - 23:00 h
- (b) The Seller shall be responsible for the inspection, maintenance, repair and replacement of all telecommunication systems and facilities within the Energy Facility up to the interfaces with the EDL Grid telecommunications systems and facilities at the Seller's side of Delivery Point.
- (c) The Procurer shall be responsible for the inspection, maintenance, repair and replacement of all telecommunication systems and facilities within the EDL Grid up to the interfaces with the Energy Facility telecommunications systems and facilities at the Procurer's side of Delivery Point.
- (d) In the event of any failure of the telecommunications systems or facilities both the Seller and the Procurer shall use their best endeavours to locate the failure and restore communications as soon as practicable.

## 9. Meter and Readings

- (a) Revenue meters for the Energy Facility shall also be provided at the Metering Point for recording Delivered Energy and Start-up Energy by the Seller.
- (b) Calibration, inspection and reading of the meters shall be conducted in accordance with the procedures described in this Agreement.

## 10. Faults and Outages

### 10.1 EDL Grid Faults and Outages

- (a) In the event of a fault on the EDL Grid which causes an EDL Grid Outage, the Procurer shall, as soon as practicable, advise the Seller of the following:
  - Identification of the switchgear that have tripped as a consequence of the fault;
  - Identification of the protection relays that have operated as a consequence of the fault;
  - Reason of the fault (if known);
  - EDL Grid condition prior to, during and following the fault (including MW, Mvar, kV, and Hz);
  - Anticipated outage time (if known); and
  - Proposed actions and procedures for restoration of supply, including details of any actions taken by the Seller to assist the Procurer with such restoration.
- (b) In the event when telecommunications services are not available between the Procurer and the Seller following an EDL Grid fault or EDL Grid Outage, the Procurer shall be liable for re-establishment of such telecommunications services before attempting to reconnect the Energy Facility to the EDL Grid.

### 10.2 Energy Facility Faults and Energy Facility Forced Outages

- (a) In the event of a fault within the Energy Facility which causes a loss of supply to the EDL Grid, the Seller shall, as soon as practicable, advise the Procurer of the following:
  - Identification of the switchgear that have tripped as a consequence of the fault;
  - Identification of the protection relays that have operated as a consequence of the fault;
  - Cause of the fault (if known);
  - Energy Facility condition prior to, during and following the fault (including MW, Mvar, kV, and Hz);
  - Anticipated outage time (if known); and
  - Proposed actions and procedures for restoration of supply, including details of any actions taken by the Procurer to assist the Seller with such restoration.
- (b) In the event that telecommunications services are not available between the Seller and the Procurer following an Energy Facility fault or Energy Facility Forced Outage, the Seller and the Procurer shall be liable to re-establish such telecommunication services as fast as possible and the Procurer shall await re-establishment of such telecommunication services before attempting to reconnect the Facility to the EDL Grid.

### 10.3 (Please Insert) kV Line Energising

Following an outage of the EDL Grid, the Energy Facility shall be capable of restoring supply to the EDL Grid by energising the (Insert) kV transmission line between the Energy Facility and the (Insert) Connection Switchyard.

## 11. Records of Faults

- (a) The Procurer shall maintain comprehensive records of all faults on the EDL Grid which have an adverse impact on the operation of the Energy Facility. The Procurer shall, when requested by the Seller, provide to the Seller copies of such incident reports to aid the Seller's analysis of any EDL Grid faults which have adversely affected the operation of the Energy Facility.
- (b) The Seller shall maintain comprehensive records of all faults within the Energy Facility which could cause a loss of supply to the EDL Grid. The Seller shall, when requested by the Procurer, provide to

the Procurer copies of such incident reports to aid the Procurer's analysis of any Energy Facility faults which have adversely affected the operation of the EDL Grid.

## **12. Times**

- (a) Times of activities and events shall be recorded using the 24 hour clock, using the four numeral system (e.g. 1:30 pm shall be recorded as 13:30 h).
- (b) The Seller and the procurer shall use their best endeavours to keep the standard time of the Energy Facility and the standard time of the EDL Grid within a tolerance of ten (10) seconds. Such tolerance shall be checked and confirmed by the Parties at least three times each day at the following times:
  - 07:00 h
  - 15:00 h and
  - 23:00 h
- (c) Wherever possible, time resolution of plant status change events shall be recorded to an accuracy of 1s.
- (d) Wherever possible, time resolution of protection and trip events shall be recorded to an accuracy of 100ms.

## **13. Shutdown for Repair**

### **13.1 Planned Outages**

- (a) Energy Facility Planned Outages and EDL Grid Planned Outages shall be scheduled and coordinated in accordance with the procedures described in this Agreement.
- (b) The Seller and the Procurer shall each be responsible for the preparation, and submission to each other, of reports on planned outages which are expected to affect the capability of the Energy Facility.

### **13.2 Emergency Repair**

- (a) Emergency repairs shall be performed by the Parties to prevent danger to people, further damage to equipment and to ensure the safety and stability of the EDL Grid and the Energy Facility.
- (b) The Seller and the Procurer shall each be responsible for the preparation, and submission to each other, of reports on emergency outages and repairs which are expected to affect the capability of the Energy Facility.

## **14. Maintenance**

- (a) The Procurer shall be responsible for the inspection, maintenance, repair and replacement of all plant, equipment, systems and facilities on the EDL Grid side of the Delivery Point.
- (b) The Seller shall be responsible for the inspection, maintenance, repair and replacement of all plant, equipment, systems and facilities on the Energy Facility side of the Delivery Point.
- (c) Circuit-breaker maintenance shall be conducted in accordance with the manufacturer's recommendations and will normally depend upon the number of breaker operations.
- (d) Protection system maintenance and testing shall be conducted at least annually. Such maintenance and testing shall be coordinated and conducted jointly by the Procurer and the Seller for those parts of the protection system which are common to the interconnection between the Energy Facility and the EDL Grid.
- (e) Telecommunication systems maintenance and testing shall be conducted once in every 3 months. Such maintenance and testing shall be coordinated and conducted jointly by the Procurer and the Seller for those parts of the telecommunication systems which are common to the interconnection between the Energy Facility and the EDL Grid.
- (f) The Parties shall use their best endeavours to coordinate their respective maintenance activities, through conducting simultaneous maintenance activities, to minimise the overall outage times for the Energy Facility and the EDL Grid.

## **15. Authorities, Operators and Responsible Persons**

**15.1 The Procurer**

The Procurer will provide to the Seller, prior to the commencement of commissioning of the Energy Facility, a comprehensive organisation chart showing the authorities and responsibilities of the key management staff who shall be responsible for operation and management of the EDL Grid in relation to the Energy Facility.

**15.2 The Seller**

The Seller shall provide to the Procurer, prior to the commencement of commissioning of the Energy Facility, a comprehensive organisation chart showing the authorities and responsibilities of the key management staff who shall be responsible for operation and management of the Energy Facility in relation to the EDL Grid.

## **SCHEDULE 7**

### **EXPECTED MONTHLY POWER GENERATION**

The data provided below is for reference only and the Seller shall be not be obliged to comply with the generation schedule and graph show below. The expected monthly energy generation shall not have any effects or implications on the Available Energy that the Seller actually declares in each month.

The table below shows the expected monthly average power generation (in GWh) obtained from the reservoir simulation based on the inflow assumptions as stated in Clause 3.1 of Schedule 1.

**(Insert month wise generation schedule and graph)**

Sample can be provided on request.

## **SCHEDULE 8**

### **TERMINATION PAYMENT**

If Clause 30.7 of this Agreement applies, the Termination Payment payable by the Procurer shall be determined as follows:

$$\text{Termination Payment} = \text{LR1} + \text{LR2}$$

Where:

LR1 = Lost Revenue 1, being the value of payments that the Procurer failed to pay, calculated at Minimum Offtake quantum in the period between the date of Procurer Event of Default and the date of termination of this Agreement;

LR2 = Lost Revenue 2 calculated for the loss in revenue to the Seller for a period of (Insert Number of Years) from the date of termination of this Agreement which shall be equal to the net present value of the estimated net cash flows which would have been payable by the Procurer at Minimum Offtake quantum to the Seller, as calculated by the Seller in good faith, discounted in monthly basis with 7% annual discount rate.

## SCHEDULE 9

### SCHEDULED MILESTONES FOR DEVELOPMENT

The scheduled milestones for development conducted by both the Procurer and the Seller shall be as follows:

SL. NO	SCHEDULED MILESTONES	TENTATIVE SCHEDULED DATE
1	<p>Scheduled Document Submission Date</p> <p>Drawings and calculation documents of the Transmission Equipment, including all requirements for the design of the (Insert Name) Switchyard, the (Insert Name) Transmission Line and the (Insert Name) Connection Switchyard (such as the technical specifications for the switchgear and accessories, wiring and cabling, protection, control, metering and communication systems, tension and weight of conductors, insulator, fixtures, etc.), are provided to the Seller by the Procurer to design the Transmission Equipment.</p>	
2	<p>Scheduled Connection Date</p> <p>It is possible to connect the Transmission Equipment to the Energy Facility, conditional on at least achieving the following:</p> <p>(1) the (Insert Name) switchyard equipment connected to the (Insert Name) Transmission Line is completely installed by the Seller;</p> <p>(2) the switching apparatuses at the (Insert Name) Substation are completely installed by the Procurer and not under maintenance and the protection settings are updated to reflect the new network configuration, including as required for the Project; and</p> <p>(3) the switching apparatuses at the (Insert name) Substation are completely installed by the Procurer and not under maintenance and the protection settings are updated to reflect the new network configuration, including as required for the Project.</p>	
3	<p>Scheduled Energization Date</p> <p>It is possible to commence the commercial operation of the (Insert Name) Transmission Line, conditional on at least the following:</p> <p>(1) the connection and Commissioning of the Transmission Equipment and the (Insert Name) switchyard equipment is completed by the Procurer and the Seller;</p> <p>(2) the energization of the Transmission Equipment and the (Insert Name) switchyard equipment are both fully completed.</p>	
4	<p>Commercial Operation Date</p>	



## SCHEDULE 10

### INTERCONNECTION POINTS

The planned Interconnection Point at the (Insert Name) Transmission Line and the (Insert Name) Transmission Line are illustrated in Figure below. The Interconnection Points are not at the same location as the Delivery Point or the Metering Point. The Interconnection Points only demarcate the end points for the Seller's responsibility for construction of the Transmission Equipment.

The Seller shall be responsible for the design, construction, installation and commissioning of the Project up to the boundary of Interconnection Points only during construction.

The planned Interconnection Points shall be as follows:

- Termination of the instrument transformer (the CVT) and lightning arrester (the LA) (provided by the Seller) for the (Insert Name) Transmission Line
- Termination of the CVT and LA (provided by the Seller) for the (Insert name) Transmission Line
- Gantry at each outgoing line (provided by the Seller)
- Joint box for fiber optics at each outgoing line (provided by the Procurer)

**(Please insert diagram for Interconnection Point)**

**SCHEDULE 11****DEVIATION SETTLEMENT**

Any deviation in the supplied Delivered Energy at Delivery Point by the Seller and Dispatch Instruction provided by the Procurer shall be settled through procedure as mentioned below:

- a) The charges for the deviations for all the time-blocks (1 hour) shall be payable for under-injection by the Seller and receivable by the Procurer.
- b) The charges for the deviations for all the time-blocks (1 hour) shall be payable for over-injection by the Procurer and receivable by the Seller.
- c) The under-injection/over-injection of electricity by a Seller during a time-block (1 hour) shall not exceed 5% of the Dispatch Instruction.
- d) In case of over injection by the Seller exceeds 5% of the Dispatch Instruction, there shall not be any payment by the Procurer to the Seller for such over injection of energy over and above 5%. In case of under injection by the Seller exceeds 5%, penalty of (Insert penalty % - 150% or 200% of the tariff) shall be payable by the Seller to the Procurer for such under injection of energy over and above 5% . .
- e) The above provision for over injection/under injection by the Seller shall not be applicable in case of injection of Test Energy.
- f) The above provision for deviation shall not be applicable on either Parties in case of any Force Majeure event or EDL Grid failure.
- g) For the purpose of deviation settlement, the provisions of the Lao Grid Code, and this Power Purchase Agreement shall be applicable.
- h) The energy accounting for deviation shall be done by EDL Control Centre from the meter reading installed at Delivery Point and Dispatch Instruction issued by the Procurer. The meter reading shall be taken by EDL Control Centre in presence of respective personnel from the Seller and the Procurer.
- i) The EDL Control Centre shall prepare a Deviation Settlement account each month for the purposes of settling deviations between the Delivered Energy at Delivery Point by the Seller and Dispatch Instruction provided by the Procurer.
- j) The Deviation Settlement account for any month shall be submitted to the Seller and the Procurer by the EDL Control Centre on 5<sup>th</sup> day of the following month.
- k) Within five (5) days of submission of Deviation Settlement account the Seller and Procurer shall
  - Confirm in writing on acceptance of the Deviation Settlement account
  - Notify the EDL Control Centre of any reasonable variations to such Deviation Settlement account
- l) In the event the Seller or the Procurer neither confirms nor notifies the EDL Control Centre within the prescribed time frame under sub clause (m), the Deviation Settlement account prepared by the EDL Control Centre shall be deemed to have agreed and final for settlement.
- m) In case, the Seller is required to pay to the Procurer for under injection, the same shall be adjusted from the Monthly Invoice submitted by the Seller. However, in case the Procurer is

required to pay to the Seller for over injection, the same shall be billed by the Seller in along with Monthly Invoice.

**SCHEDULE 12****CURRENCY FOR PAYMENT OF MONTHLY INVOICE**

- a) The Monthly Invoice as per Clause 26.3 of this Agreement shall be paid by the Procurer on or before due date in currency as mentioned in the below mentioned formula:

If X is the percentage of foreign loan in total investment of the hydropower project, then the amount payable by the Procurer in foreign currency shall be,

$$A = 50\% \text{ of } X * \text{ Bill Amount}$$

Kip portion of the Bill amount shall be,

$B = (1 - 50\% \text{ of } X) * \text{ Bill Amount}$  (The applicable bill amount shall be converted in equivalent Kip at the applicable exchange rate as set out in the invoice and determined by applying the US Dollars buying rate issued by Bank of Lao PDR on the Business Day prior to the invoice date)

- b) X shall be determined from the documents regarding the loan in foreign currency to be used for the project and such documents shall be provided by the Seller and verified by the Procurer prior to effectiveness of this PPA.
- c) The Payment in foreign currency associated only with foreign loan portion shall be paid for a period of maximum 10 years or foreign loan payback period whichever is earlier from the COD of the project. The payment on account of Monthly Invoice submitted by the Seller shall be only in Kip thereafter.

**SCHEDULE 13**  
**FORMAT FOR CPG**

To: **ELECTRICITÉ DU LAOS (EDL) (“Procurer”)**  
Friendship Lao-Thai Road  
Thongkang Village, P.O. Box 309  
Sisattanak District  
Vientiane, Lao PDR  
Facsimile: 856 [\_\_\_\_\_] ]  
Attention: Managing Director

[Date]

Sirs,

**[\_\_\_\_ Insert Project Name \_\_\_\_\_] Project Contract**  
**Performance Guarantee**  
**Bank Guarantee No. [\_\_\_\_\_]**

We, [\_\_\_\_\_ name of Bank issuing the Guarantee] (the “**Bank**”), hereby issue in favour of the Procurer this irrevocable bank guarantee no. [\_\_\_\_\_] (the “**Contract Performance Guarantee**”) for the account of [\_\_\_\_\_] Power Co., Ltd. (the “**Seller**”) as the bank guarantee required to be put in place pursuant to Article 7 of the Power Purchase Agreement (the “**PPA**”) dated [\_\_\_\_\_] and made between the Procurer and the Seller, on the following terms and conditions. The purpose of this Contract Performance Guarantee is to ensure commencement of supply of power from the [Insert Project Name] hydroelectric project by the Scheduled Delivery Date or Revised Scheduled Delivery Date, as the case may be, for an amount maximum equal to [\_\_\_\_\_ Insert US dollars \_\_\_\_\_].

1. When used in this Contract Performance Guarantee, the term “**Banking Day**” shall mean a day (other than a Saturday or a Sunday) when banks are open for domestic and foreign exchange business in [\_\_\_\_\_ Issuing Office city] and New York.
2. This Contract Performance Guarantee shall come into effect on the date of issue hereof and shall be irrevocable, remaining in full force and effect until [\_\_\_\_\_], at which time (the “**Expiry Date**”) the obligations of the Bank under this Contract Performance Guarantee shall, subject to Clause 10 below, cease with no further liability on the part of the Bank. When the Bank is no longer under any obligation under this Contract Performance Guarantee, the Procurer shall return the original of this Contract Performance Guarantee to the Bank.
3. This Contract Performance Guarantee is drawable by the Procurer at any time and from time to time, in multiple drawings without limit in number.
4. The maximum amount drawable at any one time by the Procurer under this Contract Performance Guarantee (the “**Available Drawable Amount**”) shall be the lesser of: (a) United States Dollars \_\_\_\_\_ (US\$ \_\_\_\_\_); and (b) the then available drawable amount (being the original amount as adjusted for reductions in respect of any Demands paid by the Bank hereunder, and for increases in respect of any replenishments effected by the Seller) to satisfy any Demand by the Procurer.
5. Demands for drawings under this Contract Performance Guarantee must be made on a Banking Day prior to the Expiry Date by the Procurer delivering, in person, by post or by fax, by no later than 11:00 a.m. (\_\_\_\_\_ [insert Issuing Office city] time) on that Banking Day to the Bank at its office (its “**Issuing Office**”) at [\_\_\_\_\_ Issuing Office address] (or such other

address of the Issuing Office in [\_\_\_\_\_ insert Issuing Office city] as the Bank by not less than five (5) Banking Days written notice may notify to the Procurer and the Seller) a notice of demand from the Procurer in the form set out in Annex A to this Contract Performance Guarantee (“**Annex A**”) duly completed and signed by the Procurer as required thereunder (a “**Demand**”).

6. No Demand shall be accepted under this Contract Performance Guarantee if the Available Drawable Amount would, as a result of that acceptance, be a negative number. A Demand may not be given after the Expiry Date.
7. A Demand may not be given if the aggregate of the amount to be paid under that Demand, taken together with all other amounts which have been claimed and already paid under this Contract Performance Guarantee, would exceed [\_\_\_\_\_].
8. The Bank shall: (a) treat each Demand as conclusive evidence of the matters stated therein; (b) be bound by, and shall honour without delay, any Demand which on its face satisfies all of the requirements of this Contract Performance Guarantee applying to that Demand; and (c) pay to the Procurer the amount of any Demand which the Bank is so bound by and required to honour, in United States Dollars in immediately available and freely transferable funds, to such account at such bank as the Procurer may specify in that Demand within two (2) Banking Days following the day on which that Demand is received by the Bank.
9. If a Demand under this Contract Performance Guarantee does not on its face satisfy all of the requirements, then the Bank shall promptly notify the Procurer at its address specified above of the discrepancies whereupon the Procurer shall be entitled to correct that Demand so that it is in accordance with this Contract Performance Guarantee and to redeliver the same hereunder.
10. The expiry of this Contract Performance Guarantee in accordance with Clause 2 above shall not affect the obligation of the Bank to pay any unpaid Demand duly submitted by the Procurer in accordance with this Contract Performance Guarantee prior to such expiry.
11. Within ten (10) days after: (a) each payment to you of a drawing pursuant to a Demand, and (b) each replenishment of this Contract Performance Guarantee by the Seller, as the case may be, we will inform you, by notice at the above address, of the amount of the remaining balance of Available Drawable Amount.
12. This Contract Performance Guarantee: (a) is irrevocable and shall not be assigned or transferred, whether by way of sale or security or otherwise, by the Procurer; (b) to the extent permitted by applicable law, is subject to the Uniform Rules for Demand Guarantees (International Chamber of Commerce, Publication No. 758 –2010) (“**URDG 758**”) unless any provision of URDG 758 is inconsistent with any term or condition of this Contract Performance Guarantee in which case that term or condition of this Condition Performance Guarantee shall prevail over that URDG 758 provision; and (c) shall be read and construed in accordance with its terms independently of, and without reference to, the PPA and shall not in any way be modified, amended or restricted by anything contained in the PPA.
13. This Contract Performance Guarantee is governed by, and shall be construed in accordance with, [\_\_\_\_\_] law.

Yours faithfully

Authorised Signatory  
for and on behalf of  
[Bank]

[ \_\_\_\_\_ ] **Contract Performance Guarantee**

**ANNEX A**

**Form of Demand under [ \_\_\_\_\_ ] Contract Performance Guarantee**

[Bank]

[Address]

Attention: []

[Date] Sirs

[ \_\_\_\_\_ ] **Project - [ \_\_\_\_\_ ] Contract Performance Guarantee**

**Irrevocable Bank Guarantee No. [ \_\_\_\_\_ ] dated [ \_\_\_\_\_ ]**

We refer to your above bank guarantee issued by you (the “[ \_\_\_\_\_ ] **Contract Performance Guarantee**”).

- 1 Terms used in this letter (“**Demand**”) shall have the same meanings used for them in the [ \_\_\_\_\_ ] Contract Performance Guarantee.
- 2 Pursuant to paragraph [5] of the [ \_\_\_\_\_ ] Contract Performance Guarantee, we hereby make this Demand for the payment by you under the [ \_\_\_\_\_ ] Contract Performance Guarantee of the amount of US\$ [ \_\_\_\_\_ ] (the “**Demanded Amount**”) to be paid to us to the account no. [ \_\_\_\_\_ insert account details] in the name of [ \_\_\_\_\_ insert account details] at [ \_\_\_\_\_ insert New York bank details] [for credit to the account no. [ \_\_\_\_\_ insert account details] in the name of [ \_\_\_\_\_ insert account details] at [ \_\_\_\_\_ insert name of bank in the non-New York jurisdiction with which the account is maintained] within two (2) Banking Days of the date of this Demand.
- 3 For the purpose of this Demand, we hereby certify to you that:
  - (a) the Demanded Amount comprises [ \_\_\_\_\_ insert details] in respect of the period from [ \_\_\_\_\_ ] to [ \_\_\_\_\_ ] (inclusive);
  - (b) the calculations of the Demanded Amount appearing in the Schedule to this Demand are true and correct;
  - (c) the Procurer, under the terms of the PPA, is entitled to make and issue this Demand on you in respect of the Demanded Amount;
  - (d) the Demanded Amount has not been the subject of any previous demand which has been met under the [ \_\_\_\_\_ ] Contract Performance Guarantee;
  - (e) the Demanded Amount, when aggregated with all other amounts which have been claimed and paid under the Contract Performance Guarantee will not exceed [ \_\_\_\_\_ ];
  - (f) the date of this Demand is not later than the Expiry Date; and
  - (g) the Procurer is not otherwise precluded under the PPA from making this Demand on you.
- 4 The person signing this demand for the Procurer certifies that he has been duly authorised by the Procurer to do so.

**SCHEDULE**

**Calculation of the Demanded Amount for the purposes of paragraph 3(b)**

[Insert calculation details]