

# 购售电合同

Power Purchase Agreement

(示范文本)

国家电力监管委员会	制定
国家工商行政管理总局	

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## 购售电合同

本购售电合同(以下简称本合同)由下列双方签署:

购电人: 新疆电力公司, 系一家电网经营企业, 在新疆维吾尔自治区 工商行政管理局 登记注册, 已取得 国家 电力监管委员会<sup>2</sup> 颁发的输电业务许可证<sup>3</sup> (许可证编号: \_\_\_\_—\_\_\_\_), 税务登记号: 国税乌字 650102282601208, 住所: 乌鲁木齐市建设路 123 号, 法定代表人: 苏胜新。

Xinjiang Grid Company

the project owner

售电人: 新疆伊犁河流域开发建设管理中心伊河水电中心, 系一家具有法人资格的发电企业, 在伊宁市 工商行政管理局 登记注册, 已取得 \_\_\_\_ 电力监管委员会颁发的本合同所指电厂(机组)发电业务许可证<sup>4</sup> (许可证编号: \_\_\_\_), 税务登记号: 国税字 654002787628837, 住所: 伊宁市合作区管委会附楼, 法定代表人: 张岩。

<sup>2</sup> 《示范文本》中符号“/”表示其左右波浪线上的内容供双方当事人根据实际情况选择。

<sup>3</sup> 关于取得输电业务许可证的陈述适用于已经实行了输电业务许可证制度的地区, 下同。

<sup>4</sup> 关于取得发电业务许可证的陈述适用于已经实行了发电业务许可证制度的地区, 下同。

门批准的上网电价<sup>21</sup>×2

4.5.3 对售电人违约少发电量部分，按非计划停运折算，同时售电人还应向购电人支付少发电量违约金。

年少发电量违约金=年违约少发电量×政府价格主管部门批准的上网电价

4.5.4 对售电人违反调度指令的行为，还应按照有关法律、法规的规定及并网调度协议的约定处理。

## 第5章 上网电价

Grid price

### 5.1 调试运行期上网电价

售电人电厂机组调试运行期上网电量的电价按照补偿电厂机组变动成本的原则，由合同双方协商确定。

经双方协商，售电人电厂机组调试运行期上网电价确定为：

\_\_\_\_\_元/千瓦时。

Grid price during the operating period

### 5.2 商业运行期上网电价

伊河发供电系统的商业运行期上网电价，由售电人按国家有

<sup>21</sup>对于按规定实行峰谷、丰枯上网电价的，应分时段、分季节段计算后相加，下同。



第四季度不使用。

16.5.7 关于等效可用系数 4.2 条款：电厂机组的计划等效可用系数为包括自用电量的等效可用系数。

16.5.8 双方约定，鉴于恰甫其海水电站初次并网运行，在本合同期内，1.1.11 条款、4.2 条款、10.1 条款、10.2 条款暂不考核。

### 16.6 文本

本合同共 38 页，一式 十 份，双方各执 四 份，送 电力监管委员会<sup>33</sup> 备案贰份。



the project owner:  
Xinjiang Grid Company



the project owner:  
Xinjiang Ili River Basin  
Development and  
Construction  
Management Centre.

委托代理人: 孙涛

委托代理人: 冯文

签字日期: 2007 年 7 月 10 日      签字日期: 2007 年 7 月 10 日

签字地点: 乌鲁木齐市

签字地点: 乌鲁木齐市

sign date: July 10,  
2007

<sup>33</sup> 此处指国家电力监管机构设在电厂(机组)所在地的相应分支机构。在该电力监管分支机构成立之前，合同双方应将所签购售电合同分别送电厂(机组)所在省(区、市)电力管理部门备案。

# **Power Purchase Agreement**

*Drafted by:*

The National Power Supervision Commission

The National Industrial and Commercial Administration

Bureau

## **Content:**

Chapter One: Definition and Explanation

Chapter Two: Description from both parties

Chapter Three: Contract duties for both parties

Chapter Four: Purchase and Sale of Electric Power

Chapter Five: Grid Price

Chapter Six: Calculation of Electric Power

Chapter Seven: Calculation of Electricity

Chapter Eight: Clearing and Payment of Electricity Charge

Chapter Nine: Force Majeure

Chapter Ten: Unplanned Outage

Chapter Eleven; Default Liability

Chapter Twelve; Validation and Expiration of the Contract

Chapter Thirteen: Applicable Laws

Chapter Fourteen: The Alternation, transfer, and expiration of the Contract

Chapter Fifteen: Solution of disputes

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Attachment I: Main Technical Parameters of the Electricity Plant  
(Unattached)

Attachment II: Main Interconnected Wiring Diagram and Illustration of  
Measurement Points of the Electricity Plant (Unattached)

Attachment III: 1 Allowed Annual Planned Outage Hours of Each Unit of  
the Electricity Plant (Unattached)



## **Power Purchase Agreement:**

This power purchase agreement (short for ‘the agreement’) was signed by both parties as listed below:

**Buyer:** Xinjiang Grid Company which is a power grid corporation. It has been registered in Industrial and Commercial Administration Bureau of Xinjiang Uighur Autonomous Region, and it has obtained the Transmission Operation License from The National Power Supervision Commission (license number\_\_\_\_-\_\_\_\_-\_\_\_\_), tax registration number: National Tax Wu 650102282601208, Address: No.123 Jianshe Road, Wulumuqi, the legal representative: Shengxin Su.

**The project owner:** Xinjiang Ili River Basin Development and Construction Management Center. It is a power plant which has the legal qualification, and it has registered in the Industrial and Commercial Administration Bureau of Yining, and has obtained the Power Generation License (license number:\_\_\_\_\_) from the Power Supervision Commission of \_\_\_\_\_ for the power plant referred (units) in this agreement. Tax registration number: National Tax 654002787628837, Address: attached residential district of Yining cooperation area, the legal representative: Yan Zhang.

## **Chapter 6 The Grid Price**

### 5.1 The Grid Price during the commissioning Period

The grid price during the commissioning period should be made by both sides after negotiation according to the regulation of the compensation for the unit variable cost.

After the negotiation between both sides, the grid price during the testing operation period should be: ---Yuan RMB/kWh.

### 5.2 The Grid Price during the Commercial Operation Period

The grid price during the whole commercial operation period of Yihe power supply system is made by the project owner according to the national relevant regulations. The price will be introduced after being approved by the price supervision department.

The price, as approved by the supervision department, during the commercial operation period of the project located in Ili River power supply system is: 0.202 Yuan RMB/ kWh (with VAT).

If the governmental price supervision department does not approve the grid price after the power plant units enter into the commercial operation period then the temporary grid price should be enforced according to the relevant regulations which are made by the related national department.

## Chapter Six Calculation of Electric Power

### 6.1 Measurement Points

The setting of the power supplied to the grid and the measurement points of the power consumption:

The main meters are located at the entrance of two transformer stations.

### 6.2 Installation of Power Metering Device and Other Relevant Devices

6.2.1 Power metering devices include electricity meters, voltage transformer metering devices, current transformer and secondary circuit, power meter cabinet etc.

16.5.7 According to equivalent available coefficient 4.2: the equivalent available coefficient of the plant units includes the equivalent available coefficient of the plant consumption.

16.5.8 Both sides agreed 1.1.11, 4.2, 10.1, 10.2 will not be taken into consideration.

### 16.6 Documentation

This contract consists of 38 pages, and there are 10 copies in total. 4 copies are for each party, 2 copies are for the Power Supervision Commission.

**The Project Owner:**  
Xinjiang Grid Company

**The Project Owner:**  
Xinjiang Ili River Basin Development  
and Construction Management Centre

Representative: Tao Sun

Representative: Wen Feng

Sign date: July 10, 2007

Location: Wulumuqi