

## AMENDMENT N1

### To the Standard Conditions of the Direct Contract on Buying the Balancing Electricity

Tbilisi

August 06, 2018

The following amendment to the Standard Conditions of the Direct Contract on buying the Balancing Electricity, dated on September 1, 2014 (Dispatch Licensee Registration N 1/2174-00, dated 16.08.16) have been prepared based on the decision N61/19 adopted by Georgian National Energy and Water Regulatory Commission, dated on July 26, 2018:

1. Paragraphs 6.1. and 6.2. of Article 6 of the Contract shall be formed as follows:

„6.1 The volume of Balancing Electricity bought from the Enterprise is reflected in the receipt-delivery act materially or electronically signed between the Electricity Market Operator and the Enterprise. In addition, if the amendments connected with the electricity generated, delivered and consumed (according to the Market Rules) introduced to the receipt-delivery acts or in the finalizing acts of the electricity delivered and received via inter-system line(s) is resulted in making corrections to the volume of Balancing Electricity, the corrected receipt-delivery act shall be drawn materially or electronically;

6.2 The Electricity Market Operator materially or electronically submits to the Enterprise 4 (four) properly composed and approved acts of electricity receipt and delivery not later than 12 calendar days after the end of the Calculation Period. The Enterprise is obliged to return materially or electronically 2 (two) acts to the Electricity Market Operator within 2 (two) calendar days from it receipt.“

2. The paragraph 6.7. shall be added after the Paragraph 6.6. of the Contract:

„6.6. In cases specified in paragraphs 6.1 and 6.2 of this Agreement, the electronic version of the receipt-delivery act shall be formulated and signed through the electronic system on the website of the Electricity Market Operator ([www.esco.ge](http://www.esco.ge)). An electronic and electronically signed receipt and delivery act has the same legal force as material and materially signed receipt and delivery act.

3. This amendment becomes effective the day of approval by the Georgian National Energy and Water Regulatory Commission and registration by the Dispatch Licensee under the terms of the Electricity (Capacity) Market Rules and remain in force indefinitely.

**JSC “Electricity System Commercial Operator” Address:**

Georgia, Tbilisi Old Tbilisi District

2 Baratashvili Street

**Bank Details:** TBCBGE22

a/a GE76TB7505936030100001

Identification Code: 205170036

**Vakhtang Ambokadze**

**General Director**

# GEORGIAN NATIONAL ENERGY AND WATER REGULATORY COMMISSION

## DECISION N61/19

*July 26, 2018*

*Tbilisi*

### **Standard Conditions Of the Contract on buying Balancing Electricity**

Based on the Law of Georgia on Electricity and Natural Gas (Article 5 and Paragraph 1 of Article 22<sup>1</sup>) and Article 63 of General Administrative Code, the Georgian National Energy and Water Regulatory Commission has decided to:

1. The following amendments shall be made to the standard conditions of buying of the Balancing Electricity approved by the Decision N36/32 on May 24, 2016 of the Georgian National Energy and Water Supply Regulatory Commission:

a) Paragraphs 6.1. and 6.2. of Article 6 of the Contract shall be formed as follows:

„6.1 The volume of Balancing Electricity bought from the Enterprise is reflected in the receipt-delivery act materially or electronically signed between the Electricity Market Operator and the Enterprise. In addition, if the amendments connected with the electricity generated, delivered and consumed (according to the Market Rules) introduced to the receipt-delivery acts or in the finalizing acts of the electricity delivered and received via inter-system line(s) is resulted in making corrections to the volume of Balancing Electricity, the corrected receipt-delivery act shall be drawn materially or electronically;

6.2 The Electricity Market Operator materially or electronically submits to the Enterprise 4 (four) properly composed and approved acts of electricity receipt and delivery not later than 12 calendar days after the end of the Calculation Period. The Enterprise is obliged to return materially or electronically 2 (two) acts to the Electricity Market Operator within 2 (two) calendar days from its receipt.“

b) The paragraph 6.7. shall be added after the Paragraph 6.6. of the Contract:

„6.6. In cases specified in paragraphs 6.1 and 6.2 of this Agreement, the electronic version of the receipt and delivery act shall be formulated and signed through the electronic system on the website of the Electricity Market Operator ([www.esco.ge](http://www.esco.ge)). An electronic and electronically signed receipt and delivery act has the same legal force as material and materially signed receipt and delivery act.

3. The decision can be appealed in Tbilisi Civil Court (Address: #6 Aghmashenebeli Alley, 12<sup>th</sup> km) within one month after its official publication;

4. Oblige the Commission's PR Department ensuring prompt public disclosure of this decision at the publicly accessible place of Commission building, and the Commission website;

5. Assign control of performance to the Commission's Electricity Department.

**Chairman**

**Commission Member**

**Commission Member**

**Commission Member**

**I. Milorava**

**G. Phangani**

**M. Melikidze**

**D. Narmania**