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| **Type of Meeting: Videoconference-Teleconference** | | **Subject: Att. G – O.1.2** |
| **Meeting secretary:-** | | **Meeting Head: Mr. Alidadi** |
| **Attachment: ✓ No ❒ Yes (…. Pages)** | **Date:14.09.2020**  **21.09.2020** | **Code:** |
| **Location: OCE-NPPD Office** | **Finish time: 18:00** | **Start time: 10:30** |
|  | | **Participants:** |
| **The Principal: Mr. Alidadi, Mr. Safarpour, Mr. Mohammadi, Mr. Golmoradi**  **The Consultant: Mr. Ahmadi, Mr. Ahmadian, Mr. Moein, Mr. Laloei, Ms. Aziz**  **The Contractor: Mr. Fadeev, Ms. Kozhina, Ms. Martynova, Mr. Romanchenko, Mr. Shapkin** | | |

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| **Proposed by** | **Discussed issues** | **No.** |
|  | **Attachment G to the Procedure No. BU2.0903.0.0.PM.DC0009** | **1** |

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| **Responsible** | **Deadline** | **Decision made** | **No.** |
| **Following to the Principal’s letters No. 4300-98132739 dated 18.02.2020 & 4300-99135583 dated 14.07.2020 and the Contractor’s letter No. 007/72/02/00413 dated 26.08.2020, a series of meeting held and the Parties agreed as followings:** | | | |
|  |  | **Attachment G to the Procedure No. BU2.0903.0.0.PM.DC0009 will include two following parts:**   * **General conditions of contracts** * **Agreed draft text of contract** | **1** |
|  |  | **Advance payment:**  **Based on second bullet of item No. 4 of PMM No. 13, the following sentence shall be stipulated in General conditions of contracts:**  **“**The Contractor will remunerate to some IRI suppliers up to 30% as advance payment provided that the annual average advance payment to companies is 20%.” | **2** |
|  |  | **Changing contract performance guarantee with bank guarantees:**  **Based on last sentence of third bullet of item No. 4 of PMM No. 13, the following shall be stipulated in Agreed draft text of contract: “**during warranty period, Retentions can be substituted with bank guaranties”. | **3** |
| **The Contractor** | **05.10.2020** | **Necessity for determining of maximum financial liability and penalty of suppliers in contract:**  The Principal submitted legal mandatory documentation related to determining of maximum financial liability and penalty of suppliers which are valid and mandatory in Iran. The Contractor will inform the Principal about its opinion in this regard | **4** |
| **The Contractor** | **05.10.2020** | **Arbitration center for settlement of contract disputes :**  The Principal believes that the language of arbitration shall be in English and locate at least in a third country which is near Iran, therefore the Principal proposes the seat of arbitration first Ankara, Turkey and then Vienna, Austria (with due consideration of financial capability of Iranian companies). the Contractor will review the Principal suggestion and officially submit its stance in this regard. | 5 |
| **-** | **-** | **Time to notify other party about force-majeure occurrence:**  The deadline of notifying other party about force-majeure occurrence change from 24 hours to 36 hours. | **7** |
| **-** | **-** | Due to this fact that according to item 16.9 of the contract, the buyer could suspend its contract with supplier in case of suspending its Contract with the Principal, it was agreed to delete sentence **“If the Principal decides to suspend any or all its obligations under the Contract”** from the beginning of above mentioned item. | **8** |
|  |  | **Obligation for supplier to commence of contractual obligation with receiving no advance payment:**  **The Principal’s opinion:**  Due to nature of manufacturing of supplies and need to remarkable amount of financial sources at the start of contract for supplying raw materials, it is impossible for supplier to commence its contractual obligations without receipt of advance payment.  Therefore it should be noted in contract that commencement of supplier’s obligation is subject to receipt of advance payment in a specified period from the buyer.  **The Contractor’s opinion:** | **9** |
|  |  | **Stipulation of 180 days (for Unit No. 2 supplies) and 540 days (for Unit No. 3 supplies) deadlines for the buyer to notify commencement of the contract to the supplier:**  **The Principal’s opinion:**  **This item shall be deleted from the contract text based on the following reasons:**   * **Due to fixed contract price** * **Impossibility of planning the production schedule by the supplier** * **Possibility of emerging different risks until commencement of contract which can affect on terms and price of contract and as a result will reduce Iranian companies participation in Contractor tenders which is against objectives of item No. 7.10 of Contract and also Appendix O to the Contract.**   **The Contractor’s opinion:** | **10** |

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| **The Principal** | **The Consultant** | **The Contractor** |
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