

**TENDER DOCUMENTATION**  
**regarding the granting of large eligible producer status for**  
**investors developing photovoltaic Power Plants**  
**with a supported capacity of up to 60 MW,**  
**to be installed on sites selected by them**

## **DISCLAIMER**

This tender documentation on granting of large eligible producer status to investors developing photovoltaic Power Plants with a supported capacity of up to 60 MW („**Tender Documentation**”) has been prepared by the consultancy team on behalf of the Ministry of Energy and the Tender Committee („**Tender Commission**”) (collectively „**Moldovan Authorities**”) and is made available to potential investors.

Each recipient of this Tender Documentation must rely on their own investigations and assessments to form their own conclusions regarding the project, including consideration of applicable law. In making an investment decision, potential investors must rely on their own analysis of the project, including the merits and risks involved.

Potential investors must not construe the content of this Tender Documentation as tax or legal advice. Any potential investor should consult with its own legal, business, technical and tax advisers to determine the appropriateness and consequences of submitting a bid for a project in this tender procedure.

The provision of this Tender Documentation does not imply that the information contained herein is accurate in any other time after that date. The Moldovan Authorities reserve the right to supplement or amend the Tender Documentation as provided in this Tender Documentation. Neither the Moldovan Authorities nor their consultants have any obligations to update or otherwise revise the information in this Tender Documentation, including, but not limited to any projections, including any revisions reflecting changes in economic conditions or other circumstances occurring after the date of publication of this document or reflecting the occurrence of unforeseen events, even if the assumptions underlying them do not materialize.

## GENERAL PROVISIONS

### 1. Context and Legal Basis

1.1. The Tender Commission has prepared this Tender Documentation on the basis of the Law on the promotion of the use of energy from renewable sources No 10/2016, as amended („**Renewable Energy Law**”), Law on electricity No 107/2016, as amended („**Electricity Law**”), Government Decision approving the Regulation on the conduct of tenders to offer the status of large eligible producer No 690/2018, as amended („**Tender Regulation**”).

### 2. Content of the Tender Documentation

2.1. The Tender Documentation consists of the following parts:

- a) Part I. Instructions for Investors
- b) Part II. Eligibility and Qualification Criteria
- c) Part III. Evaluation of Financial Bid
- d) Part IV. Obligations after Granting the Eligible Producer Status
- e) Part V. Annexes

2.2. The Tender Commission shall not be responsible for the completeness of the Tender Documentation, the replies to requests for clarification or any additional documents to the Tender Documentation, except when the information was issued by the Tender Commission.

## PART 1 – INSTRUCTIONS TO INVESTORS

### 3. Terms Used

3.1. The terms used in this Tender Documentation have the following definitions:

- **Permissive Act** means a document or certificate issued by the Competent Authority, which certifies certain legal facts and the fulfillment of conditions established by law, granting the applicant a series of rights and obligations for the initiation, conduct and/or termination of the entrepreneurial activities or actions related and essential to this activity; the permissive act may be referred to a license, authorization, permit certificate, endorsement, approval, patent, attestation of qualification.
- **Announcement of the Initiation of the Tender Procedure** means the announcement regarding the initiation of a tender process by the Tendering Commission for the selection of photovoltaic Projects inviting Investors to submit Bids in accordance with this Tender Documentation.
- **Proposed Site** means the site identified and selected by the Investor for the development of a Project as part of its Technical Bid in accordance with this tender procedure. A Proposed Site shall be considered as a separate site if it corresponds to a single network connection point, and it is allocated to the Project according to the related construction authorization(s).
- **Competent authority** means any organisational structure or body set up by a legislative act acting under public authority for the purpose of public interest, including, but not limited to, specialised central public administration authorities, autonomous public authorities, authorities of territorial units with special legal status, local government authorities or other official body vested by a legislative act, with specific tasks and legal powers for the regulation, supervision and control of a particular area of activity, as well as for the adoption and implementation of the necessary decisions in that field. In each case, to the extent that each of the above has jurisdiction over this tender procedure.

- **Foreign competent authority** means any Competent authority (as defined in this Tender Documentation), vested by law or regulation of another state which has specific powers and authority to regulate, supervise, control and enforce law in a particular area of activity within the jurisdiction of that state.
- **ANRE** means the National Energy Regulatory Agency.
- **Beneficial owner** means the individual(s) or legal entity(ies) who ultimately have Control over the Investor, specifically:
  - (a) in the case of legal entities – the individual or legal entity that holds a qualified participation in the share capital of the legal entity and has the ability to exercise decisive influence over the legal entity, including in one of the following forms: (i) directly or indirectly holding the right to participate in the management of the legal entity, to share profits, to appoint or dismiss the executive body or the board of the legal entity, (ii) having the right to exercise or effectively exercising Control over the legal entity, or on behalf of which a transaction or Project is carried out, or who has a substantial economic interest or receives substantial economic benefits from the legal entity;
  - (b) In the case of individuals – the individual or legal entity on whose behalf a transaction or Project is carried out, or who has a substantial economic interest or receives substantial economic benefits from the individual in connection with a Project, or from whom it receives funding (other than a financial institution) for the realization of a Project or who exercises influence over the decision to participate in the tender procedure;
  - (c) In the case of project companies – the rules established in let. (a) and (b) apply depending on the Investor;
  - (d) In the case of Consortium – the rules established in let. (a) to (c) apply for each member of the Consortium;
  - (e) If a trust or similar legal arrangements is in one of the capacities indicated in let. (a) to (d) above, the beneficial owner shall be considered all individuals as follows: (i) the settlors(s), as well the persons designated to represent their interests under the law, (ii) the trustee(s), (iii) the protector(s) (if any), (iv) the beneficiary(ies) of trusts or similar legal arrangements or, if their identity is not yet determined, the category of persons in whose main interest the trust or similar legal arrangement is constituted or operates; (v) any other individual who ultimately exercises control over the trust or similar legal arrangement by exercising direct or indirect ownership rights or through other means.
- **Supported Capacity** means the installed individual/aggregate capacity of the Power Plant(s), or part thereof, for which an Investor has been selected in accordance with the Marginal Bid Rule and the Dividing Rule to receive the support measure, and which cannot exceed 60 MW (inclusive).
- **Tendered Capacity** means the installed/aggregate capacity of the Power Plant(s), or part thereof, for which the support measure is requested, irrespective of the total capacity of the Power Plant(s), provided that the requirements in p. 41 of the Tender Regulation are met.
- **Total Tendered Capacity** means the total capacity of photovoltaic energy that is offered to receive support measures under this tender procedure, and which cannot exceed 60 MW. (including).
- **Power Plant** means installation or set of technical installations, including photovoltaic energy generation equipment and associated infrastructure, photovoltaic panels located on a Proposed site in the Republic of Moldova (but excluding the assets of the system operator).

- **Admissibility Criteria** means requirements regarding the Bid and the Investor, which must be met for admission to the tender procedure, as described in p. 42 sub-point. 1) of the Tender Regulation and established and detailed in Section 35 of this Tender documentation.
- **Tender commission** means a governmental committee, created by the Government, responsible for initiating and organising tenders for obtaining the Eligible Producer status, in accordance with the Renewable Energy Law and the Tender Regulation.
- **Regulated contract for the purchase of renewable energy (hereinafter „PPA”)** means the contract for the purchase of renewable energy between an Eligible Producer and the supporting Contracting Party, the model of which is approved by ANRE Decision No 296/2024 on the approval of the models of regulated contracts for the purchase of renewable energy for small and large Eligible Producers, in accordance with the model set out in Annex No 12 to this Tender Documentation; and which will apply, until they are replaced by the CfD in accordance with Article 38<sup>1</sup> paragraph 1 of the Renewable Energy Law.
- **Consortium** means a form of association of persons, composed of 2 or more individuals or legal entities, created to participate in the tender procedure and to implement a Project, taking the form of a joint venture or other type of partnership, and which meets the criteria of capacity, responsibility and duration of the commitment in the formed Consortium, and have concluded an association agreement, as established in Section 26 of this Tender Documentation, and are not in any situation of restriction from participating in this tender procedure.
- **Contract for Differences (hereinafter „CfD”)** shall mean the contract signed between the Eligible Producer and the central electricity supplier, through which the Eligible Producer sells the produced electricity on the wholesale market ensures positive or negative differences, through a variable premium, between the market price and the fixed price or exercise price determined in this tender procedure.
- **Control** means rights, contracts or any other means which, jointly or individually and having regard to the legal or factual circumstances involved, given the opportunity to exercise decisive influence over the Investor, in the case of legal entities – this includes, but is not limited by the possibility of exercising decisive influence over an undertaking, in particular through ownership or use rights over all or part of the assets of the undertaking and/or through rights or contracts giving decisive influence on the structure of the undertaking, on the votes or decisions of the management bodies of the undertaking, and in the case of individuals – this includes, but is not limited to the possibility of exercising an influence on the decision to participate in the tendering procedure.
- **Qualification Criteria** means the criteria relating to technical capacity, according to Section 36, the eligibility of land for the location of the Power Plant in accordance with Section 37, environmental protection requirements according to Section 38, the existence of a connection notice in accordance with Section 39 and, where applicable, the Roadmap according to Section 40 of this Tender Documentation.
- **Evaluation Criteria** means the lowest price offered, included in the Financial Bid used to assess and rank the offers submitted by qualified investors during the admissibility and qualification stages, determined in accordance with the methodology in Annex No 9 of this Tender Documentation.
- **Date of Commercial Operation** means the date on which the Power Plant is put into operation, in accordance with the applicable laws and the PPA.

- ***Deadline for commencing commercial operation*** means the date of 36 (thirty six) months from the publication in the Official Gazette of the Republic of Moldova of the Government`s decision to grant Eligible Producer status. The deadline may be extended by the Government, for up to 24 months, if the Plant cannot be put into operation for justified reasons, not attributable to the Eligible Producer, in accordance with the provisions of Article 37 para. (1<sup>1</sup>) of the Renewable Energy Law.
- ***Development of Power Plants*** means the development and construction of new Power Plants that use photovoltaic resources and/or increasing the capacity of existing photovoltaic Power Plants.
- ***Tender Documentation*** means this documentation which includes all the information related to the tender procedure and object, and the conditions for participation in the tender, the requirements for the Investor, the method of submitting the application, the Technical Bid and the Financial Bid, the descriptive documentation, the forms of guarantees, the draft PPA, the information necessary for the Investors to participate in the tender procedure and to prepare and submit the Technical Bid and the Financial Bid, as well as the manner and criteria for examining the admissibility of applications, the qualification of the technical tender and the evaluation of the Financial Bid.
- ***Roadmap*** means a commitment document from the Investor to obtain, based on an action plan according to the requirements set out in the Tender documentation, the necessary documents for the development, construction and operation of the Power Plant, in the absence of one or more documents indicated in the Tender Documentation at the offer submission stage. The roadmap shall meet the requirements of Annex No 7.
- ***Performance Bond*** means a contract performance guarantee instrument that must be provided to the Government by an Investor who has been granted the Eligible Producer status under this tender procedure, in accordance with Section 48 of this Tender Documentation, to ensure fulfilment of the contractual obligations for commissioning and operation of the Power Plant in accordance with the Renewable Energy Law and the terms set out in the PPA. The performance guarantee shall comply with the requirements of Annex No 10.
- ***Bid Bond*** means a bank guarantee made available to the Government by an Investor to guarantee compliance with the terms of participation in the tender and with the Offer, for the entire validity period of the Offer, in accordance with the model form in Annex No 5.
- ***Investor*** means a participant either as a individual, a citizen of the Republic of Moldova, registered as an undertaking, or a legal entity registered in the Republic of Moldova as an undertaking, or a foreign individual or legal entity, or a group of legal entities and/or individuals registered in the Republic of Moldova and/or abroad (or, as applicable, citizens of the Republic of Moldova or foreign), associated in the Consortium, who requests to be granted the Eligible Producer status in the tender procedure and which assumes the obligation to ensure the financing, construction and operation of one or more Power Plants, with an installed capacity greater than the capacity limit set by the Government in accordance with the Renewable Energy Law.
- ***Qualified Investor*** means an Investor who has cumulatively met the qualification criteria as described in Sections 36 to 40 of this Tender Documentation.
- ***Investor Declared Admissible*** means the Investigator who has cumulatively met the admissibility criteria as described in Section 35 of this Tender Documentation.

- ***Non-Qualified Investor*** means an Investor who has not met the qualification criteria as described in Sections 36 to 40 of this Tender Documentation.
- ***Recognised International Financial Institution*** means any bank or financial institution outside the Republic of Moldova issuing the Bid Bond and/or Performance Bond on behalf of an Investor, having a mandatory credit rating of at least Baa3.
- ***Connection Installation*** means an electricity installation through which the connection is made between the electrical network and the Power Plant or the utilization installation.
- ***Winning Investor*** means an Investor selected by the Tender Commission who is to be granted the Eligible Producer status by the Government Decision.
- ***Bid*** shall mean cumulatively the application file, the Technical Bid file and the Financial Bid file, as described in Section 13 of this Tender Documentation.
- ***Financial Bid*** means the document submitted by the Investor in the framework of this tender procedure indicating the price bid in Moldovan lei per kWh for the energy produced, in accordance with the form set out in Annex No 8.
- ***Marginal Offer*** means an offer that meets the qualification criteria of the Technical Bid and the evaluation criteria, but which, after the division stage, no longer fits within the maximum available capacity quota in accordance with Annex No 9, as it would cause the Total Tendered Capacity to be exceeded.
- ***Technical Bid*** means the document drawn up in accordance with the Tender Documentation, whereby the Investor shall submit, in the tender procedure, an offer relating to the development and operation of the Power Plant to obtain the Eligible Producer status and containing information on the location and availability of land and network, specific authorizations in accordance with Sections 36 to 40 and the related annexes, as set out in this Tender Documentation.
- ***Contracting Party*** shall mean the entity designated to act as a buyer in a PPA or the Counterparty in a CfD, which may be the central electricity supplier, or any other entity designated by the Competent Authorities to assume this role in accordance with the provisions of the legislation in force.
- ***Bid Bond Validity Period*** means a period of 180 calendar days from the Deadline for Submission of Bids, which may be modified or extended in accordance with the relevant section of this Tender Documentation. For an Investor participating in the tender procedure on the basis of a Roadmap, the period of validity of the Bid Bond shall be extended accordingly and it shall be retained at the same time as the Performance Bond and is returned only after presenting all necessary documents according to the schedule specified by the Investor in the Roadmap.
- ***Project*** means the design, financing, construction, operation and maintenance of an photovoltaic Power Plant(s) with an installed/cumulative capacity of more than 1 MW and with a Tendered capacity not exceeding 60 MW (inclusive).
- ***Cap Price*** means the price equal to 1.67 Moldovan lei/kWh, approved by ANRE Decision on fixed tariffs and capping prices for electricity produced from RES No 106/2024.
- ***Electricity price*** means the price offered in the Financial Bid, which (i) will serve as a fixed price for the compulsory takeover of electricity generation from Supported Capacity in the PPA and (ii) will serve as an exercise price that allows the financial settlement of a variable premium

depending on the difference between the exercise price and the electricity market benchmark price in terms of the production of electricity from Supported Capacity in the CfD.

- **Eligible Producer** means a producer of electricity produced by a photovoltaic power plant, which has been granted the status of large eligible producer in accordance with Section 47 of this Tender Documentation and, therefore, the right to benefit from support measures, mainly in the form of PPA, awarded through a tender procedure conducted in accordance with the Renewable Energy Law, the Tender Regulation and this Tender Documentation. For the avoidance of any doubt, the term ‘*eligible producer*’, as used in this Tender Documentation, is consistent with the definition of ‘*large eligible producer*’, as specified in the Renewable Energy Law, and subsequently adapted to reflect the specificities of this tender procedure. The term “*eligible manufacturer*” is used in this Tender Documentation as a short form by “*large eligible producer*” for simplification.
- **Supported Production** means electricity produced by Supported Capacity developed by Eligible Producer.
- **Authorised Representative** means the person empowered by an Investor and authorised through a special power of attorney or representation mandate, in accordance with the legislation in force in the Investor`s jurisdiction, as the case may be – subject to the legalisation or apostille, duly recognised, for use in the territory of the Republic of Moldova, to sign the application, the Technical Bid and the Financial Bid, represent the Investor at the meetings of the Tender Commission, deliver the passwords of the files, as well as confirm the Marginal Offers or provide any information requested by the Tender Commission. In order to avoid any doubt, the Authorised Representative may not represent at the same time two or more Investors.
- **Investor`s Representative** means the executive body (administrator(s)), the chairman of the board of directors of the legal entity, or any other person with the right of statutory representation of the legal person on the basis of the articles of association of the legal entity, and in the case of the Consortium – the Leader of the Consortium, as established in the Joint Agreement, sign the request, the Technical Bid and the Financial Bid, represent the Investor at the Tender Commission meetings, deliver the passwords of the files, as well as confirm the Marginal Offers or provide any information requested by the Tender Commission.
- **Dividing Rule** have the same meaning as set out in Annex No 9 of this Tender Documentation.
- **Marginal Offer Rule** have the meaning set out in Annex No 9 of this Tender Documentation.
- **Electricity Market Rules** means the electricity market rules approved by ANRE Decision No 283/2020.
- **RES** means renewable energy sources as defined in the Electricity Law.
- **Project Company** means an entity established under Moldovan law by a foreign individual or legal entity or members of the Consortium – foreign individual or legal entity, following their appointment as the Winning Investor.
- **Technical Specifications** means the minimum technical requirements to be met by an Investor in relation to the Project as set out in Annex 6 of this Tender Documentation.
- **Business Day** means any calendar day, with the exception of non-working days established by the provisions of the legislation in force of the Republic of Moldova.



## **4. Key principles**

4.1. This tender procedure is governed by the following general principles:

- 1) promoting the sustainable development of the national economy by encouraging the production of electricity from RES and ensuring the safe, reliable and efficient functioning of the electricity system;
- 2) ensuring the achievement of the government policy objective in the field of RES, as well as the diversification of primary energy resources;
- 3) promotion the construction power plants producing electricity from RES by ensuring the implementation of the support scheme regarding the granting of the Eligible Producer status of and, respectively, ensuring the right of Eligible Producers to have the entire quantity of electricity produced from RES and delivered to the electrical grids purchased for a period of 15 years, in accordance with the Electricity Market Rules, at fixed prices/exercise price established within tender procedures, for which the Eligible Producer status was granted;
- 4) creating objective, competitive, transparent and non-discriminatory conditions for attracting investment in the development of Power Plants;
- 5) ensuring transparency and publicity of the tender procedure;
- 6) ensuring compliance with the principles of equal treatment and non-discrimination of Investors, as well as with the principle of objectivity when registering, examining admissibility, qualification and evaluation of Bids submitted during the tender procedures.

## **5. Notice of the initiation of the tender procedure**

- 5.1. In accordance with the Renewable Energy Law and the Tender Regulation, the Government set up the Tenders Commission to organise the tender procedure to grant the Eligible Producer status to the Investors who undertake to develop one or more photovoltaic Power Plant(s) at Proposed Sites.
- 5.2. The Tender Committee shall initiate the tender procedure for the selection of photovoltaic projects and shall publish the Notice of Initiation of the tender procedure inviting the Investors to submit Bids in accordance with this Tender Documentation.
- 5.3. Participation in the tender procedure shall be limited to Projects for which the support measure is requested, with an installed capacity greater than 1 MW and not exceeding 60 MW (inclusive). Through this tender procedure, the Tender Commission will select Projects for a Total Tendered Capacity of 60 MW (inclusive).
- 5.4. Investors shall identify the Proposed Sites for the development of Power Plants in accordance with the requirements for the Bid, in particular in relation to the Qualification Criteria.
- 5.5. For the period during which there is no operational day-ahead market, the Winning Investor will sign an PPA, which guarantees the purchase, under the conditions specified in the Electricity Market Rules, by the buyer of the Supported Production for a total period of 15 years from the date of commissioning and putting into operation of the Power Plant. Once the conditions provided in Article 38<sup>1</sup> of the Renewable Energy Law are met, the PPA shall be replaced by the CfD, which must guarantee the payment of a variable premium depending on the market reference price for Supported Production in connection with the Supported Capacity, in accordance with the pre-established terms and conditions.

## **6. Investor**

- 6.1. An Investor may participate in the tender procedure individually or within a Consortium, in accordance with Section 26 of this Tender Documentation.
- 6.2. Any Investor interested in participating in this tender procedure shall demonstrate compliance with the Admissibility Criteria detailed in Section 35 of this Tender Documentation.
- 6.3. To avoid any doubt, an Investor may submit multiple Bids for different Projects under the following conditions:
  - (i) each Bid is accompanied by a separate Bid Bond,
  - (ii) each Project has an installed individual/aggregate capacity greater than 1 MW and the total capacity for which the support measure is requested must not exceed 60 MW in total for the respective Investor.
- 6.3.1. For each Project, the Winning Investor will conclude a separate PPA with the Contracting Party. In the case of an Investor with two or more Bids, the Tender Commission will consider the Bid(s) with the lowest price as compared to the Cap Price as successful Bid(s) on condition that the aggregate supported capacity of the Projects does not exceed 60 MW. An Investor submitting Bid(s) for several Projects shall take all necessary measures to avoid conflict of interest in accordance with Section 7 and the risk of fraud and corrupt practices in accordance with Section 12 of this Tender Documentation.
- 6.4. In the event an Investor who has submitted two or more Bid(s), including through its Project Companies, has withdrawn one of the Bid(s) after the Deadline for Submitting the Bids, the Investor and its Project Companies shall be sanctioned, as set out in Section 31 of this Tender Documentation.

## **7. Conflict of Interest**

- 7.1. An Investor is considered to be in a conflict of interest in one of the following situations:
  - a. has a relationship that implies a financial, economic or other personal interest with the members of the Tender Committee, directly or indirectly through common third parties, which may put him in a position to influence the decisions of the Tender Committee regarding this tender procedure, including the member of the Tender Commission (i) is a spouse, relative, cousin, up to the third degree inclusive, in the last three years has been active on the basis of the individual employment contract or other document that proves employment relations with one of the Investors or was part of the board of directors or any other governing body, or acted as a Representative of the Investor, (ii) owns shares or participations in the Investor's share capital, which would allow influencing the Investor's decisions;
  - b. controls, directly or indirectly, is controlled by or under common control with another Investor (considering that it has the same Beneficial Owner, the same persons designated as the Investor's Representative(s));
  - c. it is in a legal or financial relationship of any kind with another Investor, which may put him in a position to influence the Investor's Bid.
- 7.2. The Tender Commission will examine the Investors' applications and the supporting documents. If it determines the existence of a conflict of interest, the Tender Commission will act as follows:

- In the case referred to in p. 7.1, let. (a) of Section 7 of this Tender Documentation, the respective members of the Tender Commission will be replaced by alternates of the Tender Commission,
- In the case referred to in p. 7.1, let. (b) and (c) of Section 7 of this Tender Documentation, the Tender Commission will declare the Investor in conflict of interest as inadmissible.

7.3. It is not considered as a conflict of interest, the fact that the same Investor submits multiple Bids.

## **8. Cost of Preparation and Submission of Bids**

8.1. The Investor bears all costs associated with the preparation and submission of the Bid and the Tender Commission cannot be held responsible for covering these costs, irrespective of the results of the tender procedure.

## **9. Language of Tender**

9.1. The Bid and the documents related to the Bid and all correspondence between the Investor and the Tender Commission will be drafted in Romanian or English.

9.2. Supporting documents and materials forming part of the Bid may be in another language, provided that they are accompanied by an authorised translation into English or Romanian.

9.3. If there are contradictions between documents submitted in English and those submitted in Romanian, the information contained in the documents submitted in Romanian shall prevail.

## **10. Clarification of the Tender Documentation and Preliminary Meeting**

10.1. An investor requesting clarifications on any part of the Tender Documentation will submit a request for clarification to the Tender Commission in written form by e-mail to: [solar.auctions@energie.gov.md](mailto:solar.auctions@energie.gov.md) in the form of an electronic document signed with an electronic signature issued in accordance with Law No 124/2022 on electronic identification and trust services.

10.2. The Tender Commission will respond to all requests for clarification, provided that such requests are submitted by the deadline set out in Annex No 11.

10.3. The Tender Commission will publish the response to the request, including a description of the request for clarification, but without identifying the source or the Investor who requested this clarification through: <https://energie.gov.md/ro/licitatii-ser>

10.4. If, as a result of clarification requests, amendments to the Tender Documentation are necessary, the Tender Commission shall amend the Tender Documentation in accordance with the procedure set out in Section 11 of this Tender Documentation and shall publish those modifications through: <https://energie.gov.md/ro/licitatii-ser>

10.5. Investors Representatives and/or, as the case may be, the Authorised Representatives are invited to attend a pre-bid meeting with the representatives of the Tender Commission. The purpose of the meeting will be to clarify the questions arise at this stage. A pre-bid meeting will take place in the period specified in Annex No 11.

10.6. The non-participation in the pre-bid meeting will not constitute a ground for disqualification of an Investor.

## **11. Amendment of the Tender Documentation**

11.1. At any time, but not later than 5 Business Days before the first day of the Period for the Submission the Bids specified in Annex No 11, the Tender Commission may amend the Tender Documentation as it sees fit, by issuing an act amending this Tender Documentation.

11.2. After the aforementioned date, but in any event no later than 20 working days before the expiry of the Period for Submission the Bids, specified in Annex No 11, the Tender Commission may amend only certain elements of the Tender Documentation, insofar as they have resulted from clarification requests from Investors and are found necessary to provide better clarity regarding the provisions of the Tender Documentation.

11.3. Any amendment to the Tender Documentation will be considered as part of this Tender Documentation, since it is published on the official website of the Ministry of Energy for public accessibility, and shall be communicated in writing, via electronic mail, to all Investors who have obtained the Tender Documentation directly from the Tender Commission.

## **12. Fraud risks and corrupt practices**

12.1. The Tender Committee shall require that Investors (including their directors, employees and agents) report to the Tender Committee all suspected fraud or corruption known during the tender procedure and during the negotiation or execution of the PPA. Suspected fraud or corruption acts shall mean, including, but not limited to:

- „acts of corruption”, „acts related to corruption”, „corruptible measures”, as established in the Law on integrity No 82/2017;
- „corruption practice” means the execution or attempt to execute an act of corruption, an act related to corruption or corrupt act by the Investor, in relation to another Investor or the members of the Tender Committee or of another official, consultant or government representative in the tendering procedure or in the execution of the PPA or CfD;
- „fraudulent practice” means a distortion or omission of facts in order to influence this tendering procedure or the execution of the PPA and includes collusion practices between Investors (before or after the submission of the Bid) aimed at establishing Financial Bids at artificial uncompetitive levels and depriving the Tender Commission or the Government of the benefits of free and open competition;
- „collusion practice” means a scheme or arrangement between two or more Investors, with or without the knowledge of the Tender Commission, aimed at establishing Financial Bids at artificial uncompetitive levels or to influence the action of any party in the tendering procedure or in the execution of the PPA;
- „coercive practice” means to harm or prejudice or threaten to harm or prejudice, directly or indirectly, persons or their property in order to influence their participation in the tender procedure or to affect the execution of the PPA;
- „obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing evidence relevant to the Tender Commission's investigation into corrupt, fraudulent, coercive, or collusive practices; and/or (b) threatening, harassing, or

intimidating any person to prevent them from disclosing information related to matters pertinent to such an investigation.

12.2. The Tender Commission reserves the right to request information from the Competent Authorities if it has reasonable doubts that the Investor or Investor's Representative has directly or indirectly involved in corruption, fraudulent, collusive, coercive or obstruction practices as defined in p. 12.1 of this Section 12 in connection with participation in this tendering procedure.

12.3. Based on the information received from the Competent Authorities, the Tender Commission may decide to declare the Bid(s) of the implicated Investor(s) as inadmissible.

### **13. Requirements and documents for submission of Bids**

13.1. The Bid submitted by the Investor shall contain 3 (three) files with the following information:

a. *Application file* containing:

- (i) The official accompanying letter in accordance with Section 14 and in the format set out in Annex No 1 whereby the Investor assumes responsibility for all predetermined terms and conditions;
- (ii) The application in accordance with Section 15 of this Tender Documentation and in the format set out in Annex No 2, which includes general information on the Investor intended to demonstrate compliance with the Admissibility Criteria in p. 35.1 and accompanied by the supporting documents listed in p. 35.2 of Section 35 of this Tender Documentation;
- (iii) The Bid Bond in accordance with Section 25 of this Tender Documentation, in the format specified in Annex No 5.

(b) *Technical Bid file* containing:

- (i) for technical capacity, the documents specified in accordance with Section 36 of this Tender Documentation;
- (ii) for connection to the network, in accordance with Section 39 of this Tender Documentation;
- (iii) for the eligibility of the land for the location of the Power Plant in accordance with Section 37 of this Tender Documentation;
- (iv) for environmental protection in accordance with Section 38 of this Tender Documentation.

(c) *Financial Bid file*, which contains:

- (i) the Investor's Financial Bid, as specified in Section 17 of this Tender Documentation, indicating the price per kWh in the format in Annex No 8.

13.2. For the Project, the subject matter of which is an existing Power Plant, the Technical Bid file shall contain the following acts:

- (i) The facility compliance act issued by ANRE;

- (ii) A binding declaration issued by the Investor certifying the of compliance of the equipment and of the design, construction, commissioning and operation of the Project with the national standards and technical requirements set out in the Electricity Networks Code;
- (iii) Declaration by which the Investor undertakes that all the main equipment to be used for the construction of the Project is new and fit for use not older than 36 months from the date on which the Power Plant is commissioned.

#### **14. Official Accompanying Letter**

- 14.1. The official accompanying letter shall be prepared using the appropriate form provided in Annex No 1.
- 14.2. In the official accompanying letter, the Investor confirms the submission of Bid and the commitment to develop and operate the Project, in accordance with the requirements set out in this Tender Documentation and with the terms and conditions of the PPA.
- 14.3. Any Bid that does not include the accompanying letter in the requested format will be rejected by the Tender Commission as non-compliant.

#### **15. Application**

- 15.1. The application shall be prepared using the appropriate form set out in Annex No 2.
- 15.2. In the application, the Investor shall submit the general information, including the production technology and Power Plant capacity in relation to which the Eligible Producer status is requested, and which demonstrates compliance with the Admissibility Criteria in Section 35 by submitting the supporting documents listed in p. 35.2 of Section 35 of this Tender Documentation.

#### **16. Technical Bid**

- 16.1. The Investor shall submit the Technical Bid, in accordance with the requirements and forms set out in Sections 36 to 40 of this Tender Documentation, in order to confirm its technical capabilities to carry out the proposed Project. This will take the form of a distinct password-protected file. The password will be provided to the Tender Commission at the time of opening of Bids, and the Investor's Technical Bid shall remain password-protected during the period when the applications and admissibility of the Investors are being examined.
- 16.2. The Investor may also be admitted to this tender procedure on the basis of a Roadmap that includes the commitment to present all necessary documents for the development and operation of the Power Plant, as specified by the Investor in the Roadmap at the Bid's submission stage.

#### **17. Financial Bid**

- 17.1. The Financial Bid is a separate, password-protected file. The password shall be provided to the Tender Commission at the time of the opening of the Financial Bid. The Bid must contain the price per kWh of electricity produced by the Power Plant, offered by the Investor („*Electricity Price*”), in accordance with the form in Annex No. 8, with four decimal places. The Electricity Price shall not include VAT and shall be expressed in Moldovan lei.
- 17.2. The Electricity Price is binding for the Investor.

17.3. The Investor's Financial Bid will remain password-protected during the period when the applications are being opened and the admissibility of the Investors is being examined, and the Technical Bids are being qualified.

## **18. No reservations or alternative offers**

18.1. Investors may not make reservations in their Bids, including regarding the Tender Documentation and may not submit alternative offers.

## **19. Deviations, Reservations and Omissions**

19.1. During the examination of applications, qualification of Technical Bid and the evaluation of Financial Bid, the following definitions apply:

- a) „*deviation*” refers to variations that do not change the nature of the Bid or do not make it significantly new. Immaterial deviations include, but are not limited to: editorial, mechanical or calculation errors, missing documents, proof of compliance and other similar items, which do not have an impact on the price offered by the Investor in the Financial Bid, as well as any other deviations, except those referring to the key characteristics of the Project.
- b) „*reservation*” represents the establishment of limiting conditions or the withholding of complete acceptance of the requirements specified in the Tender Documentation; and
- c) „*omission*” represents the partial or total failure to present the information or documents requested in the Tender Documentation.

19.2. The Tender Commission's evaluation of a Bid will be based on the content of the Bid itself, as defined in Sections 33 to 34 of this Tender Documentation and Part II and Part III.

19.3. A compliant Bid shall be considered one that meets the requirements of the Tender Documentation without significant deviations, reservations or omissions. A material deviation, reservation or omission shall be one that:

- a) if accepted:
  - (i) substantially affects the scope and requirements of the Tender Documentation; or
  - (ii) substantially limit, in contradiction with the Tender Documentation, the rights of the Tender Commission or the Investor's obligations under the PPA; or
- b) if corrected, would unfairly affect the competitive position of other Investors who submitted substantially compliant Bids.

19.4. The Tender Commission examines whether the Bid files submitted in accordance with Section 13 of this Tender Documentation have been completed without any significant deviation, reservation or omission.

19.5. If a Bid does not substantially meet the requirements of the Tender Documentation, it will be rejected by the Tender Commission during the meeting for the examination of submitted applications and the admissibility of the Investors, and cannot subsequently become compliant by correcting the significant deviation, reservation or omission.

## **20. Immaterial Deviations**

- 20.1. If the Tender Commission has identified immaterial deviations in the Bids, it has the right to request the Investor to provide written explanations and/or respective documents, and this fact is recorded in the minutes, depending on the time the respective information was requested. The purpose of requesting additional explanations/documents is to confirm the data initially presented in the Bid.
- 20.2. The deadline for submitting the information requested by the Tender Commission cannot be less than 5 Business Days or exceed 10 Business Days.

## **21. Correction of Arithmetical Errors**

- 21.1. Provided that the Bid is substantially compliant, the Tender Commission shall correct arithmetical errors on the basis of the following criteria:
- a) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals prevail and the total is corrected; and
  - b) If there is a discrepancy between words and figures, the value expressed in words prevails, unless the value expressed in words is related to an arithmetic error, in which case the value expressed in figures prevails, subject to let. (a) above.
- 21.2. Investors are required to accept the correction of arithmetical errors. Failure to accept the correction in accordance with this Section may lead to the rejection of the Bid.

## **22. Cap Price**

- 22.1. The Electricity Price cannot exceed the Cap Price.
- 22.2. The Tender Commission will reject any Financial Bid with an Electricity Price higher than the Cap Price.

## **23. Currency of the Financial Bid and payment**

- 23.1. The currency in which the Bid is presented, and payments will be made is Moldovan leu (MDL)

## **24. Bid Validity Period**

- 24.1. The Bid remains valid for 180 days after the Deadline for Submission of Bids, as established by the Tender Commission in accordance with Annex No 11.
- 24.2. Bids with a shorter validity period will be rejected by the Tender Commission as non-compliant.

## **25. Bid Bond**

- 25.1. The Investor will include in the application file a Bid Bond in amount of 153 Moldovan lei per kW of Tendered Capacity.
- 25.2. The Bid Bond shall be an unconditional bank guarantee issued by any recognised international bank or financial institution outside the Republic of Moldova which has a mandatory credit rating of at least Baa3 or by a Moldovan bank in accordance with the template set out in Annex 5. The Bid Bond shall be valid for the validity period of the Bid. The Bid Guarantee shall be



submitted electronically either as a scanned document or as an electronic document signed with an electronic signature issued under the conditions of Law on electronic identification and trust services No. 124/2022. In the case of a scanned document, the Investor shall present the original paper copy of the Bid Guarantee on the day of the Request opening session.

25.3. Any Bid not accompanied by a Bid Bond in a format significantly similar to that set out in Annex 5 will be rejected by the Tender Commission as non-compliant.

25.4. The Bid Bond provided by the Investors ranked below the selected Investor(s) up to the Tendered Capacity, while comparing the Bids in accordance with Annex 9, subject to the Marginal Offer Rule and Dividing Rules, shall be returned at whichever comes first of the following dates:

- a) No later than 30 days after the date on which the Winning Investor provided the required Performance Bond;
- b) Upon the expiration of 180 days from the date of submission of the Bid (or longer period if agreed between the parties upon request of the Tender Commission); or
- c) No later than 10 days after the signature of the PPA, in the case of Winning Investors with Power Plants admitted to operation for which compliance certificates have been issued.

25.5. The Bid Bond will be executed, if:

- a) The Investor withdraws their Bid within its validity period;
- b) The Investor has provided false or incorrect information, causing the respective Bid to be rejected;
- c) after obtaining the Eligible Producer status, the Investor fails to submit the Performance Bid with the value and within the time limits set out in the Tender Documentation;
- d) The Investor did not sign the PPA within the time limit provided in Section 47 of this Tender Documentation.

25.6. For the Winning Investor admitted to the tender procedure on the basis of a Roadmap, the Bid Bond will be retained simultaneously with the Performance Bond and will be returned only after presenting all the documents according to the schedule specified by the Investor in the Roadmap.

25.7. In the cases listed in p. 25.5. of this Section 25, the Bid Bond shall not be returned to the Investor, but will be transferred by the banks which issued the Bid Bond letter to the State budget, based on the Tender Commission minutes, at the request of Bid Bond beneficiary.

## **26. Participation in a Consortium**

26.1. An Investor may participate in the tender procedure in a form of association with other persons as a Consortium, subject to the following conditions:

- a) The Official Accompanying Letter must be signed by each member of the Consortium or by the Leader of the Consortium or by Authorized Representative according to the association agreement;

- b) The Investor must demonstrate that it (including through any member of the Consortium) meets the requirements of the Tender Documentation and has the ability to carry out all elements of the Project in accordance with the Tender Documentation:
- in order for a Consortium member to contribute to the fulfillment of the criterion on previous technical experience and other qualification criteria, it must have a minimum shareholding of [20%] in the Consortium;
  - The Consortium must demonstrate that it has the necessary competencies to access the technical and financial resources of the respective member required for the implementation of the Project;
  - all members of the Consortium shall be jointly and severally liable from obtaining the Eligible Producer status until the Project's Date of Commercial Operation under the PPA;
- c) the members of the Consortium will conclude an association agreement, which:
- (i) confirms the commitment of each member and compliance with the above requirements;
  - (ii) clearly identify the percentages of participation of each member in the Consortium and subsequently, in the case of foreign individuals or legal entities – participation in the Project Company;
  - (iii) details the contributions, list of activities and tasks and responsibilities of each of the members of the Consortium in the Project; and
  - (iv) designates a leader from among the members of the Consortium, who is irrevocably authorised to represent the Consortium in the tender procedure („*Leader*”);
- d) the members of the Consortium who contributed to the fulfilment of the technical and financial criteria must remain in the Consortium for a minimum of 12 months after the Date of Commercial Operation. During this period and thereafter, members of the Consortium may request to exit from the Consortium, with the approval of the Government or any competent authority and by ensuring the transfer of know-how for the operation of the Power Plant. Such approval will not be unreasonably withheld.

26.2. A member of a Consortium cannot participate in the same tender procedure as an Investor (other than the Consortium) or as a member of another Consortium. This principle shall not apply to subcontracting of works or services, in which case the same subcontractors may participate in multiple Bids.

26.3. An Investor may rely on credentials or experience of an undertaking from the group of undertakings to which it belongs to meet the Qualification Criteria only if it can demonstrate that it has effective Control over the respective undertaking. To this end, it shall provide supporting documents confirming the existence of the Control, including, but not limited to: excerpts from public registers, acts of incorporation, agreements between members establishing control by the Investor or any members of the Consortium over the respective undertaking.

## **27. Compliance with Tender Documentation**

- 27.1. Investors must complete all forms and supporting documents in strict compliance with the requirements of the Tender Documentation.
- 27.2. Investors must respond to all relevant parties for the forms and supporting documents in a precise and detailed manner, disclosing all the requested information, as well as any additional information or data necessary to clarify, justify and generally support the Bid.

## **28. Principle of Multiple Bids**

- 28.1. Each Investor may submit several Bids for different Projects to be located at different Proposed Sites, selected by the Investor, subject to the conditions of p. 6.3 of the Section 6 of this Tender Documentation.

## **29. Submission of Bids**

- 29.1. The Investor will prepare and submit the Bid and its supporting documents and related annexes, in accordance with this Tender Documentation, in compliance with the requirements set out in Section 9 of this Tender Documentation.
- 29.2. The Bid must be submitted electronically form to the address: [solar.auctions@energie.gov.md](mailto:solar.auctions@energie.gov.md) in the form of electronic documents signed with an electronic signature issued in accordance with Law on electronic identification services and trust services No 124/2022. Any correspondence between Investors and the Tender Commission shall be conducted via e-mail at: [solar.auctions@energie.gov.md](mailto:solar.auctions@energie.gov.md).
- 29.3. The application, Technical Bid and Financial Bid must be drafted in the manner, order, numbering and format set out in this Tender Documentation, and properly signed by the Investor`s Representative or Authorised Representative. The authorization document of the Authorised Representative`s shall be submitted together with the application, the Technical and Financial Bid and all related forms and annexes.
- 29.4. The application, Technical Bid and Financial Bid and all forms, statements or annexes must be signed by the Investor`s Representative, or as the case may be – the Authorised Representative. In the case a Consortium, the forms and declarations in Annexes No 2 to 4 must be signed by each member of the Consortium.
- 29.5. The pages of the application, Technical Bid and Financial Bid must be successively numbered and attached to each other. The annexes, if any, accompanying the application, the Technical Bid and Financial Bid shall be presented, in compliance with the requirements set out in Section 9 of this Tender Documentation.
- 29.6. Investors may contact the contact person of the Tender Commission regarding the electronic submission procedure of Bids, before the Deadline for submission of the Bids, during the Business Days by e-mail at: [\*solar.auctions@energie.gov.md\*](mailto:solar.auctions@energie.gov.md).
- 29.7. If the Technical Bid or Financial Bid contains abbreviations designating technical or other concepts, the Investor must provide definitions of abbreviations in an accompanying table.
- 29.8. The Technical Bid and the Financial Bid shall be included in a separate password-protected files using the 7-zip<sup>1</sup> tool. Each file`s name must contain:
- Investor`s name;
  - The type of the Bid [Technical or Financial];

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<sup>1</sup> <https://www.7-zip.org/>

- Date of submission of the Bid [DD/MM/YY].

29.9. The passwords for the protection of Technical Bid and Financial Bid will be provided to the Tender Commission upon request, at the time of opening respective Technical Bid and Financial Bid.

29.10. Strong passwords will be used and must meet the following criteria:

- **Minimum length:** The password shall have at least 12 characters long. Longer lengths make the password harder to crack through brute force methods.
- **Character diversity:**
  - Uppercase letters: The password shall contain at least one large letter (A-Z).
  - Lowercase letters: The password shall contain at least one small letter (a-z).
  - Numbers: The password must contain at least one figure (0-9).
  - Special characters: The password must contain at least one special character (e.g.: @, #, \$, %, ^, &, \*, (, -, \_.)

29.11. If one of the files is not password-protected, the Technical Bid and the Financial Bid submitted by the respective Investor shall not be examined and their Bid will be rejected as non-compliant.

### **30. Deadline for Submission Bids**

30.1. The deadline the submission of Bids is specified in Annex No 11.

30.2. The Tender Commission may, at its discretion, extend the Deadline for Submission the Bids by amending the Tender Documentation in accordance with Section 11 of this Tender Documentation, in which case all the rights and obligations of the Tender Commission and Investors, which were previously subject to the deadline, will be subject to the extended deadline as established by the Tender Commission.

30.3. The Tender Commission will request the Investor to confirm in writing the extension of the submitted Bid and resubmit the Bid Bond with the new extended validity. The Investor will confirm in writing, within 10 Business Days, its willingness to extend the validity of the Bid and the Bid Bond so that they are valid for the entire validity period of the Bid, as calculated from the new Deadline for Submission of Bids.

### **31. Delayed Bids**

31.1. The Tender Commission shall not take into account any Bids submitted after the Deadline for Submission of Bids in accordance with Section 30 of this Tender Documentation. Bids submitted after the Deadline for Submission of Bids indicated in the Announcement of the Initiation of the Tender Procedure shall be deemed not to have been submitted and shall not be registered. This will be communicated to the Investor.

31.2. The responsibility for the timely submission of Bids lies solely with the Investor.

### **32. Withdrawal, Replacement and Modification of Bids**

32.1. Investors can modify the submitted Bid at any time, but not later than the deadline for submitting Bids. The change is made by written notification, duly signed by the Investor's Representative or the Investor's Authorized Representative.

- 32.2. Investors may withdraw the submitted Bid at any time by written notice duly signed by the Investor's Representative or the Investor's Authorized Representative.
- 32.3. The withdrawal of the Bid, after the deadline for submission of the Bids and until their opening meeting, is sanctioned by finding that the Investor has failed to fulfill his obligations and depriving him of all his rights to be awarded the status of Eligible Producer, for the withdrawn offer.
- 32.4. The withdrawal of one or more Bids of the same Investor, after the opening meeting of the Bids, is sanctioned by finding that the Investor has failed to fulfill his obligations, depriving him of all his rights to be awarded the status of eligible Producer and losing the Guarantee for the bid at the auction in favor of the Government , without other formalities or legal actions. The sanctions will apply to all Bids submitted by the Investor.

### **33. Examination of Applications and Investors Admissibility**

- 33.1. The Tender Commission will organise the examination of the submitted applications and the Investors` admissibility on April, 1, 2025 at 09:00 A.M. at the meeting room of the Ministry of Energy, Ștefan the Mare și Sfânt Boulevard No 134, 3<sup>rd</sup> floor, Chișinău municipality, Republic of Moldova.
- 33.2. The Tender Commission will examine the applications one by one, in accordance with the Admissibility Criteria, in accordance with Section 35 of this Tender Documentation.
- 33.3. In order to verify that the Investor meets the Admissibility Criteria, the Tender Commission may enquire competent authorities for the confirmation of the accuracy of the information presented by the Investor. The examination meeting of the submitted applications and the Investors` admissibility will be adjourned and resumed after receiving the responses, with prior notification to all Investors about the date, time, and location for the continuation of the examination meeting.
- 33.4. After examining all the submitted applications, the Secretary of the Tender Commission will prepare the minutes of the examination of the submitted applications and the Investors` admissibility, recording the list of Investors Declared Admissible and inadmissible, with the reasons for their inadmissibility.
- 33.5. Within five Business Days from the completion of the minutes, the Tender Commission will send a notification to each Investor declared inadmissible, indicating the reasons for the rejection.
- 33.6. Within 10 Business Days of dispatch of the notification indicated in Section 33.5 of this Tender Documentation, the Investor can appeal the rejection decision to the Tender Commission. The appeal must state and justify the reasons why the rejection was not in line with the Tender Regulation and Tender Documentation. Upon receipt of the appeal, the Tender Commission shall examine and decide on the appeal, within five Business days. If the appeal is accepted, the secretary of the Tender Commission shall update and issue new minutes on the examination of the applications and Investors` admissibility.

### **34. Opening and Qualification of Technical Bids**

- 34.1. The secretary of the Tender Commission shall inform the Investors declared admissible, at least 5 Business Days in advance about the date, time, location of the opening and qualification meeting of the Technical Bids.

- 34.2. On the established date, time and place for the opening and qualification meeting of the Technical Bids, the Tender Commission will proceed with the opening and qualification of the Technical Bids of the Investors declared admissible and will analyze in detail the content and accuracy of the documents demonstrating the qualification criteria of a Project, listed in Sections 36 to 40 of this Tender Documentation.
- 34.3. To verify that the Investor meets the qualification requirements of the Technical Bid and/or in the case of immaterial deviations from the Technical Bid requirements that can be remedied without substantially altering the Technical Bid, the Tender Commission has the right to request Investors to provide additional information and appropriate rectifications, if necessary, offering a necessary period for presenting the requested additional information.
- 34.4. To verify that the Investor meets the qualification requirements of the Technical Bid, the Tender Commission may request confirmation of the accuracy of the information presented by the Investor from competent authorities. The examination meeting of the Technical Bids will be suspended and resumed after receiving the responses, with prior notification to all Investors about the date, time, and location for the continuation of the meeting.
- 34.5. If the Tender Commission finds that at least one of the qualification requirements has not been met for a given Technical Bid or if the Investor fails to present the requested information within the period established by the Tender Commission or if the presented information is false, the Tender Commission will consider the respective Technical Bid as non-compliant and reject it, indicating the appropriate reasons.
- 34.6. After analysing the Technical Bids and drawing up the list of qualified Technical Bids, the secretary of the Tender Committee shall draw up the minutes on the qualification of the Technical Bids, recording the qualified Technical Bids to be evaluated by the opening of the Financial Bids, as well as the Bids to be rejected, indicating the arguments for rejecting those Bids. The minutes will specify the date, place, and time for the meeting where the Financial Bids will be opened and evaluated, subject to the following appeal process.
- 34.7. Within five Business Days of the finalisation of the minutes, the Tender Commission shall notify each Investor whose bids are to be rejected, indicating the reasons for the rejection.
- 34.8. Within ten Business Days from the dispatch of the notification indicated in p. 34.7 of this Section 34, the Investor may appeal the Bid's rejection decision, to the Tender Commission. The appeal must specify and justify the reasons why the rejection was not in compliance with the Tender Regulations and the Tender Documentation. Upon receipt of the appeal, the Tender Commission will examine and decide on the appeal within five Business Days. If the appeal is accepted, the secretary of the Tender Commission will update and issue a new minutes of the examination of the applications and the admissibility of the Investors.

## **PART 2 – ADMISSIBILITY AND QUALIFICATION CRITERIA**

### **35. Investor Admissibility Criteria**

35.1. In order to participate in the tender procedure, the Investor shall comply with the provisions of this Tender Documentation and submit the necessary documents and information, in order to confirm the following:

- a) The Investor has residency or is properly registered in accordance with the law of the Republic of Moldova or jurisdiction of origin;
- b) The Investor is not insolvent or unable to pay its debts in accordance with the provisions of the Law on insolvency No 149/2012 or the law of the jurisdiction of origin;
- c) The Investor is not in liquidation, its activities are not under judicial administration, it is not the subject to a preventive concordat, an ad hoc mandate or any other agreement concluded with the creditors, its activity is not suspended, it is not subject to proceedings related to these matters, and it is not in any other similar situation resulting from a similar procedure under the national law of the Investor;
- d) The Investor has fulfilled its obligations to pay taxes, duties and social security contributions, in accordance with the law of the Republic of Moldova or the jurisdiction of origin;
- e) The Investor and the Investor's Representative (except the Authorised Representative) have not been convicted of criminal proceedings by a final judgment of a court for activities considered as corrupt practices for the purposes of this Tender Documentation, money laundering, offences against security and public order. Neither the Investor, the Investor's Representative, nor its direct or indirect shareholders, parent undertakings, subsidiaries, Beneficial owners of any of their managers and directors, are or have not been subject to the economic operators ban list, or any international sanction imposed by the United Nations or the European Union;
- f) Neither the Investor, nor their direct or indirect associations, nor the beneficial owner, its subsidiaries, branches or agencies are resident or conducting business, trading with countries subject to European Union or United Nations sanctions, or are included in the list of jurisdictions that do not implement international transparency standards approved by the Government or are in one of the situations of exclusion according to Law no. 174/2021 on the mechanism for review of investments of importance for state security;
- g) Beneficial owners of the Investors;
- h) The Investor must have experience in developing and operating one/more photovoltaic power plants with an installed capacity greater than or at least equal to 1 (one) MW of installed capacity;
- i) The Investor has the prior approval of the Council for the promotion of investment projects of national importance for the planned investments.

35.2. **Supporting documents:** To comply with the above Admissibility Criteria, the Investor must submit the following supporting documents:

- a) Official Accompanying Letter, as set out in Annex No 1;

- b) The Application form, as set out in Annex No 2;
- c) The Affidavit that the Investor complies with the conditions set out in the Tender Documentation and that the information and documents submitted by the Investor are correct and accurate, in the form indicated in Annex No 4;
- d) The decision confirming the registration of the entity and/or an extract from the business register issued by the competent public authority of the investor's home jurisdiction attesting the registration of the Investor as a legal entity – where applicable;
- e) A copy of the Investor's identity document – where applicable;
- f) Copy of the Identity document of the Investor's Representative, where applicable – if applicable, the authorization of the Authorized Representative in the manner prescribed by law, and the identity document of the latter;
- g) Copies of documents or certificates issued by the Competent Authorities or Foreign Competent Authorities attesting that the Investor is not undergoing liquidation, insolvency proceedings and that its are not seized and that his activity is not suspended. If the country of registration does not issue these documents, the investor must submit an affidavit to this effect.
- h) Copies of documents or certificates issued by the competent authorities or the foreign competent authorities regarding the criminal record or other equivalent documents confirming that there are no criminal convictions or unresolved criminal record against the Investor. If the country of registration does not issue these documents, the Investor shall submit an affidavit in accordance with the form set out in Annex No 3;
- i) A certificate issued by a Competent authority or a Foreign Competent Authority that the Investor does not have any outstanding tax or social security obligations in the Investor's home jurisdiction;
- j) The information on Beneficial owners as required in Annex No 2 and the supporting documents leading to the identification of the Beneficial owner. Additionally, the information for each Beneficial owner must include:
  - full current name and any previous names;
  - nationality and national identity number;
  - country of residence;
  - date and place of birth;
  - the quota of actual participation (holding); and
  - details of how ownership, control or economic interest are exercised. If all these details have been recorded in a centralized register of real beneficiaries in the Investor's jurisdiction, an extract from that register will be provided.
- k) Prior approval of investments by the Council for the promotion of investment projects of national importance, or as the case may be, confirmatory documents by which the Council for the promotion of investment projects of national importance declares that the project does not require prior investment approval.
- l) To demonstrate previous technical experience, the Investor must present the following supporting documents:
  - the list of power plants that have been developed by the Investor and that use renewable energy;
  - valid commissioning certificates or any other similar document;



For each plant, the Investor must provide:

- 1) Operation and maintenance agreement, asset management agreement or other relevant agreements, in which the Investor appears as a service provider or contractor;
- 2) If the Investor was the main contractor for a project company and outsourced the operation and maintenance services, it must provide the main O&M contract concluded with the project company.

35.3. An Investor must notify the Tender Commission in writing and, where applicable, the Ministry of Energy (after being granted the Eligible Producer status) of any significant change to the information initially declared, including changes to the information on the Beneficial owner.

35.4. If the Investor does not provide satisfactory supporting documents with regard to the general participation requirements, the Tender Commission may declare the Investor inadmissible in accordance with Section 33 of this Tender Documentation.

### **36. Technical capability**

36.1. Technical capability is demonstrated by presenting a well-documented description of the Project by the Investor, highlighting technical, economic, implementation, and legal compliance aspects, in accordance with the provisions of Annex No 6. The Investor must also provide supporting documents demonstrating that the equipment of the Power Plants has not been previously used, is newly manufactured, and was produced less than 36 months before the commissioning of the respective Power Plant, and complies with the Electrical Network Code.

36.2. **Supporting documents:** To meet the above requirement, the Investor, in addition to the description of the Project, must submit the following supporting documents:

- a) Commitment statement issued by the Investor attesting to the compliance of the equipment and the design, construction, commissioning, and operation of the project with national standards and technical requirements set forth in the Electricity Networks Code;
- b) Commitment statement that all main equipment to be used for the construction of the project has not been previously used and is newly manufactured, produced less than 36 months before the commissioning date of the Power Plant, respectively not older than 36 months from the date of commissioning of the Power Plant;
- c) Construction schedule of the Power Plant, including the construction start date and the expected completion date of the Project.

36.3. **Supporting Documents for Existing Power Plants:**

- a) Certificate of conformity of the installation issued by ANRE;
- b) Commitment statement issued by the Investor attesting to the compliance of the equipment and the design, construction, commissioning, and operation of the project with national standards and technical requirements set forth in the Electrical Network Code;
- c) Commitment statement that all main of the Power Plant has not been previously used and is newly manufactured, produced less than 36 months before the commissioning

date of the Power Plant, respectively not older than 36 months from the date of commissioning of the Power Plant.

### **37. Land Eligibility for the location of the Power Plant**

37.1. The Investor must demonstrate the eligibility of the land for the location of the Power Plant in the Proposed Site.

37.2. **Supporting documents:** To meet the above land eligibility requirements, the Investor shall submit the following supporting documents:

- a) A site and zoning plan of the Power Plant, including the location of the Connection Installation to the system operator's networks, as well as access roads;
- b) A list of land parcels to be used for the development and placement of the Power Plant;
- c) Copies of documents attesting to the real right of possession of the listed land parcels in item (b), including, but not limited to, documents by which the ownership right was acquired, superficies contracts, concession contracts in the case of public property land, and, where applicable, valid extracts from the immovable register.

### **38. Environmental Protection Requirements**

38.1. The Investor must demonstrate compliance with environmental requirements in accordance with the applicable legislation.

38.2. To meet the above requirements, the Investor must submit the Permissive Act, in accordance with the Law on environmental impact assessment No 86/2014.

### **39. Connection Notice**

39.1. The Investor must demonstrate the reliability of the connection of the Power Plant(s) to electricity transmission or distribution networks.

39.2. **Supporting documents:** To meet the requirement of network connection reliability, the Investor shall submit the following supporting documents:

- a) for cases where there is no reinforcement or modernization works of the electrical network are necessary, a valid Connection Notice issued by the system operator to whose network the respective power plant will be connected;
- b) For cases where the Investor needs to undertake reinforcement or modernization works of the electrical network, an evaluation prepared by the system operator, demonstrating that the development of the electrical network is exclusively beneficial to the Investor, and a cost estimate prepared by the system operator and approved by ANRE, in accordance with Article 28 paragraph (6<sup>1</sup>) of the Renewable Energy Law.

### **40. Roadmap**

40.1. In the absence of one or more of the documents listed in Sections 36 - 39 of this Tender Documentation, the Investor undertakes to submit the Roadmap, committing to obtain, based on an action plan in accordance with Annex No 7, the necessary documents for the development and operation of the Power Plant, together with the submission of the Bid.

#### **41. Right of the Tender Commission to Reject any or all Bids**

41.1. The Tender Commission will reject any Bid that does not meet the qualification criteria, without thereby incurring any liability towards Investors.

#### **42. Right to Suspend and Cancel the Tender Procedure**

42.1. The Tender Commission reserves the right to suspend the tender procedure in case of a substantial basis such as institutional reorganisations of the Government or a force majeure. Investors may not claim against such suspension and shall not be entitled to receive any compensation for loss of profit, costs or expenses if the tender procedure is suspended. A suspension decision adopted by the Tender Commission will include the period of suspension, rights and obligations of investors for this period, the status of the Financial Bonds submitted by Investors.

42.2. If no Bid has been submitted or no Technical Bid is qualified, the tender procedure in question is considered not to have taken place, and the Tender Commission shall note that fact and declare it invalid and shall initiate a new tender procedure. A repeated tender procedure may be organised under the same conditions and in accordance with the same criteria and requirements as those established for the previous tender procedure or, upon decision of the Tender Commission, they may be modified.

42.3. If no Bid has been submitted or no Technical Bid is qualified in the new tender procedure, the Tender Commission acknowledges this and declares the tender procedure invalid and review the tendered capacity or, if applicable, the conditions and criteria for the following tender procedures for electricity production capacity, to promote effective competition. Such a review is also conducted if competition in a tender procedure proves insufficient.

42.4. If the electricity production capacities put up for tender are not fully granted, the Tender Commission may include the capacities concerned in the subsequent tender procedures, subject to completion of the review mentioned in p. 42.3 of this Section 42.

### **PART 3 – EVALUATION OF FINANCIAL BIDS**

#### **43. Evaluation of Financial Bids and Confidentiality**

43.1. At least 5 Business Days prior, the secretary of the Tender Commission announces the eligible Investors, whose Technical Bids have been qualified, about the date, time, and place of the session for opening and evaluating the Financial Bids.

43.2. On the set date, time, and place for the Financial Bids evaluation session, the Tender Commission proceeds to open and evaluate the Financial Bids of the eligible Investors whose Technical Bids have been qualified.

43.3. The Tender Commission will treat all Financial Bids confidentially.

43.4. The Tender Commission reserves the right to publish anonymous statistics on the bidding round. The Tender Commission shall be obliged to publish information on the content of winning financial bids including, as a minimum: (I) awarded capacity; (II) the value of financial bids in Moldovan lei/kWh, (iii) the names of the Winning Investors.

- 43.5. Information relating to the evaluation of Bids shall not be disclosed to Investors or other persons not formally involved in the tender procedure until the ranking of Bids is communicated to all Investors in accordance with Annex No 9.
- 43.6. Any attempt by an Investor to influence the Tender Commission in the evaluation and classification of Financial Bids will result in rejection of their Bid.
- 43.7. The Tender Commission shall assess the Financial Bids on the basis of the lowest price criterion by applying the ranking set out in Annex No. 9. No other assessment criteria or methodologies are allowed.
- 43.8. For the purpose of evaluating the Financial Bid, the Tender Commission verifies the content of the Financial Bid file in order to determine the extent to which it meets the requirements of the Tender Documentation in accordance with Section 17 and Annex No 9 of this Tender Documentation.
- 43.9. If the verification procedure establishes that the Financial Bid file has not been completed in accordance with the Tender Documentation or that it contains material deviations, the Tender Commission shall reject the Bid.
- 43.10. If the Tender Commission considers that a Financial Bid contains an underestimated price or an unusually low price in accordance with Section 44 of this Tender Documentation, then the Tender Commission may request in writing to the Investor to provide, within 10 (ten) Business Days of its request, the clarifications on the composition of its Financial Bid which the Tender Commission considers appropriate. The Tender Commission shall examine the clarifications and decide whether to accept or reject the Bid as inadmissible.
- 43.11. The Tender Commission shall compare all Bids which are substantially compliant in order to determine the ranking of tenders in accordance with the methodology in Annex No. 9.

#### **44. Unusually Low Electricity Price**

- 44.1. In the event of an unusually low Electricity Price set out in the Financial Bids, the Tender Commission must request the Investor to justify this by, for example, proving access to more advanced technologies and equipment for generating electricity from the Power Plant or to more favorable purchasing conditions enabling them to bid at such a low Electricity Price.
- 44.2. The Tender Commission will consider any Financial Bid to have an unusually low Electricity Price if its Electricity Price is significantly lower compared to all other Financial Bids, associated with a substantially compliant Bid, or if the Tender Commission has detected errors in the Bid that would have led to an unusually low Electricity Price.

#### **45. Notification of the Bids Ranking**

- 45.1. Within 5 (five) Business Days from the date on which the minutes on the evaluation of Financial Bids were signed, the Tender Commission will:
- a) notify the Winning Investor(s) in writing that their Financial Bids have been ranked as successful in accordance with the classification criteria in Annex No 9;
  - b) notify all other Investors who have not been classified as winners and that they may be called upon to bid within a pre-determined deadline as set out in Section 47 of this Tender Documentation, in the order of their respective ranking, if the Winning Investor(s) fails

to complete the procedure under Section 47 of this Tender Documentation or to provide the Performance Bond;

- c) notify in writing the Investors whose Bids have been rejected, indicating the reasons for the rejection.

#### **46. Exclusion of negotiations**

46.1. The Tender Commission does not negotiate with the Winning Investors the provisions of the PPA or the CfD or other obligations and responsibilities, as set out in the Tender Documentation and the applicable regulatory framework.

#### **47. Awarding the Eligible Producer status and signing the PPA**

47.1. Individuals or legal entities, who are not registered in the Republic of Moldova, including Consortiums, who have been declared winners of the tender procedure, within 60 calendar days of the announcement of the results by the Tender Commission, shall be obliged to complete the state registration procedure of the legal entities in the Republic of Moldova (registration of a Project Company) and to submit to the Tender Commission the copy of the registration decision or extract issued by the registration authority for approval of the decision to grant the Eligible Producer status. This term may be extended, upon request, by the Tender Commission for up to 10 Business Days. If the Investor does not comply with the extended term, the Tender Commission will apply the provisions of p. 45.1, letter (b) from Section 45 of this Tender Documentation.

47.2. The Tender Commission informs the Government and the Ministry of Energy in writing of the results of the organized tender procedure and provides them with copies of all minutes.

47.3. The Eligible Producer status shall be deemed to be offered on the date of the publication in the Official Gazette of the Republic of Moldova of the Government Decision providing the Eligible Producer status. The Contracting Party shall, within 10 Business Days of the entry into force of the Government Decision providing the Eligible Producer status, sign the PPAs with each of the Eligible Producer, which shall enter into force on completion of the construction and commissioning of the Power Plants.

47.4. If the Investor does not submit the Performance Bond within 30 days from the date of signing the PPA, the contract is considered null and void, and the Eligible Producer status is considered withdrawn from the moment of granting, without the need for Government approval of a decision to this effect.

47.5. The Tender Commission shall notify Investors on the list of qualified Investors, but which were not established as winners of the tender, of the released capacity and shall give them 5 Business Days to reconfirm capacities and price, in accordance with Section 45 of the Tender Documentation, in the following cases:

- a) One or more individual or legal entity(ies), including Consortium, who have been declared winners of the tender procedure, did not complete the registration stage in accordance with p. 47.1 of this Section 47;
- b) Until the approval of the Government decision regarding the granting of the Eligible Producer status, one or more declared Winning Investors refuse to be granted the Eligible Producer status;

- c) One or more Investors do not sign the PPA or do not submit the Performance Bond within the term provided by the Tender Regulation, in which case the Tender Commission proposes to the Government to amend the decision regarding the granting of the Eligible Producer Status.

47.6. The Government Decision regarding the granting of Eligible Producer status will contain the following information:

- 1) approval of the tender procedure results;
- 2) name of the Winning Investor(s);
- 3) the type of RES electricity generation technology;
- 4) installed Power Plant(s) capacity for electricity generation from RES;
- 5) RES electricity generation capacity, for which large Eligible Producer status is provided;
- 6) the deadline for commissioning of the Power Plant(s)
- 7) the fixed price at which that large Eligible Producer will sell electricity from RES, subject to adjustments by ANRE, in accordance with the approved methodology, in accordance with Article 37(1) of the Renewable Energy Law;
- 8) authorisation of the installation of Power Plant(s) with an installed power of more than 20 MW, in accordance with the Electricity law, where applicable.

#### **48. Performance Bond**

48.1. The Performance Bond will be an unconditional bank guarantee issued by any recognised foreign bank or international financial institution, having a mandatory credit rating of at least Baa3 or by a bank from the Republic of Moldova, and will comply with the requirements specified in Annex No. 10.

48.2. The Performance Bond must be provided by the Winning Investor within 30 days from the signing of the PPA and will have the value and validity specified in the respective Performance Bond.

48.3. If any of the Eligible Producers does not sign the PPA within 10 Business Days of the entry into force of the Government Decision providing the Eligible Producer status or fail to provide the Performance Bond within 30 days of the signature of the PPA, the Investor will lose its Bid Bond.

#### **49. Right of Appeal**

49.1. Any Investor shall have the right to challenge the Government Decision granting the Eligible Producer status within 30 Business Days in the administrative courts of the Republic of Moldova, in accordance with the provisions of the applicable legislation.

49.2. The authority representing the Tender Commission in administrative litigation proceedings is the Ministry of Energy.

### **PART 4 – OBLIGATIONS AFTER GRANTING THE ELIGIBLE PRODUCER STATUS**

#### **50. Obligations after granting the Eligible Producer status**

50.1. After being assigned the Eligible Producer status and the signature of the PPAs in accordance with Section 47 of this Tender Documentation, the Eligible Producer will:

- 1) submit the Performance Bond within a period of up to 30 days from the date of signature of the PPA;
- 2) where appropriate, submit a quarterly progress report to the Ministry of Energy on the fulfilment of the Roadmap submitted in accordance with Section 40; including on all acts according to the timetable specified therein;
- 3) construct and commission the Power Plant(s) indicated in the winning Bid no later than 36 months after the publication of the Government Decision in the Official Gazette of the Republic of Moldova and comply with the deadlines, criteria and conditions laid down in the tender procedure;
- 4) build Power Plant(s), while respecting the installed capacity indicated in the winning Bid for which the respective Investor was granted the Eligible Producer status and the conditions set out in p. 41 of the Tender Regulation;
- 5) not use in the construction and commissioning of the Power Plant(s) the used equipment or equipment manufactured more than 36 months before commissioning and complies with the technical requirements vis-à-vis the relevant production technology and power plant equipment indicated in the Winning Bid;
- 6) submit to the Ministry of Energy and ANRE a report on the implementation of the Project for the construction of the Power Plant, in accordance with the construction schedule, as well as the information referred to in Article 37(6) of the Renewable Energy Law and, where appropriate, on the implementation of the Roadmap;
- 7) after completion of the construction and commissioning of the Power Plant(s), notify the Tender Commission of this fact and submit to it documents confirming the fulfilment of the obligations undertaken as an Eligible Producer;
- 8) at all stages of the work related to the construction of the Power Plants, including post-operation (decommissioning of the power plant), duly comply with the measures and conditions prescribed in the environmental agreement or the opinion of state environmental expertise issued by the competent environmental authority, irrespective of whether the special conditions have been included in the scope of the Permissive Act for the execution of construction works (building permit), issued by the central or local public administration authority in whose administrative territory the planned activity will be carried out.

## **51. Permitted Changes and Flexibility Mechanism**

- 51.1. The Performance Bond shall be returned to the Eligible Producer in its entirety, if the capacity of the Power Plant(s) commissioned by Eligible Producer represents a percentage of between 100 % – 95 % of the capacity that the Investor has submitted in the winning Bid, or which, as a result of the application of the Marginal Offer Rule, the Investor has agreed to adjust.
- 51.2. If the capacity of the Power Plant(s) put into service represents a percentage of between 94 % and 90 %, the Performance Bond will be returned to the Eligible Producer, in proportion to the capacity placed in service.
- 51.3. If the capacity of the Power Plant(s) put into service is less than 90 % or more than 100 %, the Investor will have the Eligible Producer status withdrawn.

51.4. In the case of the Investor who submitted the Bid only for part of the installed capacity of the Power Plant(s), account shall be taken of the Supported Capacity, separated in accordance with p. 41 of the Tender Regulation.

## **52. Withdrawal of Eligible Producer Status**

52.1. The Eligible Producer status shall be withdrawn by Government decision, if after the provision of the status of Eligible Producer:

- 1) it is established that the respective Investor submitted false information in relation to the submitted Bid.
- 2) The Investor waives the Eligible Producer status;
- 3) The Investor does not submit the Performance Bond within the time limit and the value set by this Tender Documentation;
- 4) The Investor did not build and commission the Power Plant within 36 months of the provision of the Eligible Producer status or within the extended deadline established by the Government;
- 5) The Investor has failed to fulfil the obligations set out in Part IV- and paragraphs 3), 4), 5, 7), 8) of Section 50 of this Tender Documentation;
- 6) the decision on the cancellation of the state registration of the Eligible Producer concerned has been taken;
- 7) The new owner of the Power Plant failed to fulfil the obligation laid down in p. 127 of the Tender Regulation.



**PART 5 – ANNEXES**

**ANNEX NO 1**  
**OFFICIAL ACCOMPANYING LETTER**

**Tender procedure:** Development and operation of a photovoltaic Power Plant with a capacity installed by [-], of which up to 60 MW (including) will benefit from support measures („**supported capacity**”), which will be located on a site selected by the investor in the Republic of Moldova.

In connection with the above-mentioned, *the undersigned [include complete identification details]* as an Investor, declare that:

- After analyzing the Tender Documentation, we unreservedly accept the requirements, terms, and conditions provided in the Tender Documentation;
- We meet all the legal, economic, financial, and technical requirements mentioned in the Tender Documentation;
- The application, Technical Bid, and Financial Bid are valid for the period mentioned in the Tender Documentation and will remain binding on us if we are designated as the Winning Investor;
- The Tendered Capacity for the proposed Project is [include];
- We declare that official accompanying letter includes [indicate the documents submitted by the Investor and the number of pages of these documents];
- we authorise the Tender Commission to verify the information and documents attached to this letter;
- we understand that the tender procedure may be suspended or invalidated by the Tender Commission in the cases provided for in the Tender Documentation, that the Tender Commission is not obliged to accept any Bid it may receive and that the Tender Commission invites Investors to submit their Bids for the Project without incurring any liability to the Investors in accordance with Tender Documentation. We agree and understand that the tender procedure is subject to the provisions of this Tender Documentation.

Date: [--]

Investor: [--]

Investor representative or Authorised Representative: [--]

Signature: [--]

**ANNEX NO 2  
APPLICATION FORM**

<b>Position code</b>	<b>Requirements Content:</b>	<b>Response</b>
1	2	3
1. Information on the production technology and capacity of the Power Plant in relation to which the Large Eligible Producer status is requested.		
1.1	Production technology	text
1.2	Power plant capacity in relation to which Large Eligible Producer Status is requested.	Number and Text
<b>A. Information on the Investor</b>		
2A.1	Investor name	text
2A.2	Country	text
2A.3	Postcode	text
2A.4	City/locality	text
2A.5	Legal address	text
2A.6	Webpage	text
2A.7	Contact person(s)	text
2A.7.1	<i>Telephone</i>	text
2A.7.2	<i>E-mail address</i>	/text /
2A.8	Unique identification number (IDNO/IDNP)	number
2A.9	Form of establishment	text
2A.10	Information on the names of shareholders/associations/Beneficial owners(s)	
2A.10.1	Names of shareholders	text
2A.10.2	Current full name and any previous names	text
2A.10.3	Nationality and national identity number;	text
2A.10.4	Country of residence;	text
2A.10.5	Date and place of birth;	text
2A.10.6	The level of real participation	text
2A.10.7	Details of how ownership, control or economic interest is exercised	text
2A.11	The Investor is: <ul style="list-style-type: none"> <li>● small enterprise</li> <li>● medium enterprise</li> <li>● and others</li> </ul>	text
2A.12	The investor participates in the tender as a Consortium	<input type="checkbox"/> Yes <input type="checkbox"/> No
2A.12.1	<i>If Yes, specify the role of each member of the Consortium (leader, responsible for carrying out specific tasks, etc.).</i>	/text /
2A.12.2	<i>Name the members of the Consortium</i>	/text /
2A.12.3	<i>Specify the name of the participating Consortium.</i>	/text /
<i>Note. Within the Consortium, each member files a separate application form</i>		
<b>B. Information on Investor Representatives</b>		
Indicate the name(s) of the person(s) empowered to represent the Investor for the purposes of this proceeding		
2B.1	First name and surname	text
2B.2	Position/acting as.	text
2B.3	Country	text
2B.4	Telephone	[number]
2B.5	E-mail address	text

<b>A. Convictions by final judgment of a court</b>		
<b>1</b>	<b>2</b>	<b>3</b>
3A.1	<p><b>Participation in a criminal organisation.</b> Has the Investor/member of the Consortium itself, or any person who is a member of its administrative, management or supervisory body or has the power of representation, decision-making or control within it, been convicted of a final decision of participating in a criminal organisation, by a conviction given not more than five years ago or in which a period of exclusion directly provided for in the conviction continues to apply ?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3A.2	<p><b>Corruption.</b> Has the Investor/member of the Consortium itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision-making or control within it have been convicted of corruption by means of a final judgment, a conviction delivered no more than five years ago or in which a period of exclusion directly provided for in the conviction continues to apply ?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3A.3	<p><b>Fraud.</b> Has the Investor/member of the Consortium itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision-making or control within it have been convicted of fraud by means of a final judgment, a conviction delivered no more than five years ago or where a period of exclusion directly provided for in the conviction continues to apply ?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3A.4	<p><b>Terrorist offences or offences related to terrorist activities.</b> Has the Investor/member of the Consortium itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision-making or control within it have been convicted of terrorist offences or offences related to terrorist activities, delivered by a final judgment, by a conviction delivered no more than five years ago or in which a period of exclusion directly provided for in the conviction continues to apply ?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3A.5	<p><b>Money laundering or terrorist financing.</b> Has the Investor/member of the Consortium itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision-making or control within it have been convicted of terrorist offences or offences related to terrorist activities, delivered by a final judgment, by a conviction delivered no more than five years ago or in which a period of exclusion directly provided for in the conviction continues to apply ?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>B. Payment of taxes, duties or social security contributions</b>		
	<b>Payment of taxes</b>	

3B.1	Has the Investor/member of the Consortium fulfilled its obligations in relation to the payment of taxes, duties and social security contributions in accordance with the legal provisions in force in the Republic of Moldova or in the country where it is established ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3B.1.1	<i>If No, how has the obligation to pay taxes, duties and social security contributions been established ?</i>	<i>/text /</i>
3B.1.2	<i>If the infringement in respect of obligations relating to the payment of taxes, duties and social security contributions has been established by a court or administrative decision, is this decision final?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No ⇒ Not applicable
3B.1.3	<i>If the infringement in respect of obligations relating to the payment of taxes, duties and social security contributions has been established by a court or administrative decision, indicate the date and number of the decision.</i>	<i>/text /</i>
3B.2	Does the Investor/member of the Consortium benefit, enjoy the legal right to benefit from the scheduled payments of taxes, duties and social security contributions or other facilities including late payment (penalties) and/or fines?  Note: <i>Only to be filled in if you answered No to question 3B.1.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3B.2.1	<i>If Yes, the Investor/Member of the Consortium is in a position to provide the act concerning scheduled payments of taxes, duties and social security contributions or other facilities in order to pay them?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3B.3	Is the Investor/member of the Consortium able to provide a tax payment certificate or to provide information on tax liabilities?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3B.4	Is the information on the lack/existence of arrears to the national public budget available free of charge to the authorities by accessing a national database? If yes, specify the information that would allow the verification.	<input type="checkbox"/> Yes <input type="checkbox"/> No Internet address: <i>/text /</i> Authority or issuing body: <i>/text /</i> Exact reference of documentation: <i>/text /</i>
<b>C. Inclusion in the prohibition list of economic operators</b>		
3C.1	Is the Investor/member of the Consortium listed in the prohibition list of economic operators or of any international sanction imposed by the United Nations or the European Union?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>D. Insolvency, conflicts of interest or professional misconduct</b>		
	<b>Labor and social security obligations</b>	
	<b>Insolvency</b>	
3D.4	Is the Investor/member of the Consortium insolvent or in liquidation as a result of a court decision ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<b>Assets managed by liquidator</b>	
3D.5	Are the assets of the economic operator administered by a liquidator or by a court ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<b>Economic activities are suspended</b>	

3D.6	Are the economic activities of the Investor/member of the Consortium suspended ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<b>Agreements with other economic operators aimed at distorting competition</b>	
3D.7	Has the economic operator, in the last 3 years, concluded agreements with other economic operators which have as their object the distortion of competition, as established by a decision of the body empowered to do so ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<b>Conflict of interest</b>	
3D.8	Is the Investor/member of the Consortium in a situation of conflict of interest that cannot be remedied ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<b>Professional ethics</b>	
3D.9	Has the Investor/member of the Consortium been convicted, in the last 3 years, by final decision of a court, for an act that has undermined professional ethics or for professional misconduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<b>Integrity</b>	
3D.10	Is the Investor/member of the Consortium, in the last 3 years, guilty of professional misconduct, which puts his integrity into question?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Date: [--]

Investor: [--]

[Member of the Consortium: [--]]

Investor representative or Authorised Representative: [--]

Signature: [--]

### Confirmation and Signature

I declare on my own responsibility that all the information and documents provided in this form are correct and complete. I fully assume the consequences of cases of false statements.

Full name of signatory: \_\_\_\_

Signatory's position: \_\_\_\_

Signature: \_\_\_\_

Date: \_\_\_\_

### Notes

All mentioned supporting documents must be attached to this form. The absence of any document may lead to the disqualification of the Investor from the tender procedure

**ANNEX NO 3**  
**DECLARATION OF THE ABSENCE OF CRIMINAL RECORDS**

*(to be completed by the Investor or by each member of the Consortium)*

Statement by the Investor/member of the Consortium participating in this tender procedure, as announced by the Tender Commission.

I, the undersigned [*full identification data*] as [*to be completed*] of the Investor/member of the Consortium [*full identification data*] hereby declare that:

- The Investor/member of the Consortium [*full identification details*] or the Investor's Representative have not been convicted by a final court decision for offences committed in connection with their professional activity.

***I declare on my own responsibility that the data and information submitted are true. I acknowledge that false declaration, intentional declaration of incomplete or false data constitutes a crime and is punishable according to the provisions of the Criminal Code of the Republic of Moldova.***

Date: [--]

Investor: [--]

[Member of the Consortium: [--]]

Investor representative or Authorised Representative: [--]

Signature: [--]

**ANNEX NO 4**  
**STATEMENT ON OWN LIABILITY FOR INVESTORS**  
*(To be filled in by Investors or by each member of the Consortium)*

For participation in the tender for granting the Eligible Producer status

Towards: Tender Commission

Date: [-]

I, [*Name of the Investor / Consortium Leader and complete identification details*], hereby declare and warrant that as of the date hereof, [*Name of the Investor / Consortium Leader*] [and each member of our Consortium (if applicable)]:

- is duly registered, is active, and is not in bankruptcy or liquidation proceedings;
- has not been convicted of antitrust activities, fraud, corruption, complicity, or money laundering, or of a criminal offense committed in the course of professional activity;
- is not under criminal investigation related to fraud, corruption, or money laundering at the date of the submission of the application/offer and has not been for the last three (3) years before the submission of the application/Bid;
- is not listed in the blacklist of economic operators in the Republic of Moldova or the state of residence and is not on any sanctions list promulgated by the UN Security Council or its Committees, or any other international sanctions list; and is not engaged in activities (directly or through a subsidiary) that do not comply with the sanctions promulgated by the UN Security Council or its Committees or with national sanctions of the Republic of Moldova;
- has no overdue tax obligations, social security obligations, or pecuniary obligations established by final court decisions unpaid for a period of at least three years prior to the date of the Announcement of the initiation of the tender procedure;
- is not in a situation generating a conflict of interest as described in Section 7 of the Tender Documentation or [is in the following situation [*to describe exactly and in detail*], which, although may generate a conflict of interest, we believe can be remedied by implementing appropriate remedial measures].

***I declare on my own responsibility that the data filled in the application, as well as those contained in the documents attached to the application, are true, and the attached documents are authentic. I acknowledge that false declaration, intentional declaration of incomplete or false data constitutes a crime and is punishable according to the provisions of the Criminal Code of the Republic of Moldova.***

Date: [--]

Investor: [--]

[Member of the Consortium: [--]]

Investor representative or Authorised Representative: [--]

Signature: [--]



**ANNEX NO 5**  
**BID BOND MODEL FORM**  
(Bank Logo and Letterhead)

Date: [-]

Beneficiary: The Government of the Republic of Moldova, through the Ministry of Energy.

On behalf of: [*Name and address of the investor*]:

**Tender procedure:** Development and operation of a photovoltaic Power Plant with a Tendered Capacity by [-], ("**Procedure**").

In connection with the above-mentioned Procedure, we have been informed that [-] (hereinafter referred to as the "**Investor**") has been requested by you to submit to the Government the Bid Bond in the amount of [*insert exact amount representing 1% of the specific investment value considered when ANRE approved the ceiling prices for the respective tender procedure for each 1 kW of Tendered Capacity*] as a condition to ensure participation in the tender procedure related to the Project. Furthermore, we understand that, according to the conditions, the bid must be supported by a Bid Bond.

The Bank irrevocably undertakes to transfer to the account indicated by the Ministry of Finance the bank guarantee in the amount of [*insert exact amount representing 1% of the specific investment value considered when ANRE approved the ceiling prices for the respective tender procedure for each 1 kW of Tendered Capacity*] within fifteen (15) calendar days of the submission of the first compliant written request by the Beneficiary through the Tender Commission, without requiring explanations, provided that the request identifies the non-fulfillment of one of the following conditions:

- a) The Investor has withdrawn its Bid during its validity period;
- b) The Investor has provided false or incorrect information, resulting in the rejection of the bid;
- c) After obtaining the Eligible Producer status, the Investor has not provided the Performance Bond of the contract within the value and deadlines set in the Tender Documentation.

This guarantee is valid until [180 days after the bid submission deadline, or as the case may be, until the submission of all documents, according to the schedule specified by the Investor in the Roadmap].

[Bank signature]

**ANNEX NO 6**  
**Project Description and Declaration of Compliance**

For taking part in the tender procedure to offer the Eligible Producer status  
Towards: Tendering Committee  
Date: [-]

**Part 1. PROJECT**

**Project summary:**

- The title of the Project.
- The location of the Project.
- Purpose and main objectives.
- The Investors/member of the Consortium involved and the partners of the Project

**Technical specifications:**

- Type and specifications of photovoltaic panels and inverters
- Total installed capacity (in MW).
- Photovoltaic park configuration (number and location of photovoltaic panels).

**Implementation plan:**

- The construction schedule of the power plant, including the starting date of construction and the expected date of completion of the Project.
- Procurement plan and major contracts.

**Part 2. DECLARATION OF COMPLIANCE WITH TECHNICAL REGULATIONS**

[*The name of the Investor/Consortium Leader*] hereby declares and guarantees that:

- undertakes to ensure the conformity of all equipment, project documentation, construction, commissioning and operation of the Project with the national standards and technical requirements set out in the Electricity Networks Code valid on the day of submission of the tender for the Project;
- acknowledges that the technical requirements for equipment and systems, design documentation, construction methods and technologies, procedures for commissioning and operation may change until the Project is put into operation, in accordance with the legislation in force, and all the obligations arising from these changes are the responsibility of the investor/consortium and the Eligible Producer status do not entitle any exemptions, deferrals, exceptions or simplifications to those rules;
- undertakes to comply with the technical regulations applicable to the appropriate sources of electricity generation, construction and related installations and any elements of the Project, including environmental aspects, energy efficiency, etc.
- acknowledges that regardless of the investment amount made in the Project and/or the preparatory investment process, the source of financial means, and commitments made to the financier, non-compliance with national standards and technical requirements set forth in the Electrical Network Code valid on the date of project commissioning serves as a sufficient and indisputable ground for the competent authorities to refuse to commission the Project, and in case of violation of the prescribed commissioning term – for withdrawal of the Eligible Producer status;

Date: [--]

Investor: [--]

Investor representative or Authorised Representative: [--]

Signature: [--]

## **ANNEX 7 ROADMAP**

1. This model roadmap has been developed in accordance with p. 40 (10) of the Tender Regulation.
2. In the absence of one or more of the documents listed in Sections 36 to 40 of this Tender Documentation, the Investor undertakes to submit, at the stage of submission of the application, Technical Bid, Financial Bid, this roadmap with an obligation to obtain, on the basis of an action plan, in accordance with the requirements set out in the Tender Documentation, the documents necessary for the development, construction and operation of the renewable energy power plant,
3. In accordance with p. 69 of the Tender Regulation, during the opening and examination of the qualification of the Technical Bids, the Tender Commission will verify:
  - a) if all the documents required are attached to the Technical Bid, where applicable; and
  - b) if the Roadmap has been prepared according to the template and contains the information required by the Tender Documentation.
4. According to p. 116 of the Tender Regulation, the eligible producer shall:
  - a) provide a quarterly report to the Ministry of Energy on the progress made in the implementation of the Roadmap;
  - b) submit to the Ministry of Energy and ANRE a report on the implementation of the Project for the construction of Power Plant(s), in accordance with the construction schedule, as well as the information referred to in Article 37(6) of the Renewable Energy Law and, where appropriate, on the implementation of the Roadmap.

**Roadmap for participation in the tender procedure  
for the granting of the Eligible Producer status  
to the Investors developing photovoltaic power plants  
[with capacity supported up to 60 MW]  
to be installed on sites selected by them**

**1. Supporting documents for connection to the network in accordance with Section 39 of the Tender Documentation**

<b>№</b>	<b>Qualification criterion Requirement</b>	<b>Status</b>	<b>Schedule for obtaining of the necessary documents</b>	<b>Competent authority/ Responsible Person</b>
1a.	For cases where there is no need for consolidation or updating of the electricity grid, the investor shall provide a <b>technical connection notice</b> issued by the system operator to whose network the power plant will be connected; or	[To be completed with one of the following: i) the document presented at stage of submission of the Bid; or ii) the document will be presented in accordance with the schedule; or iii) the criterion does not apply (with justification).]	[The time limit shall not exceed 30 months from the intended date of submission of applications and tenders.]	System operator;
1b	In cases where it is necessary for the <b>Investor to</b> bear the work of consolidating or modernizing the electricity network, the investor shall submit a <b>legal document concluded between the system operator and the developer</b> , whereby the latter undertakes to bear the costs associated with the consolidation or upgrading of existing transmission or distribution networks.	[To be completed with one of the following: i) the document presented at stage of submission of the Bid; or ii) the document will be presented in accordance with the schedule; or iii) the criterion does not apply (with justification).]	[The time limit shall not exceed 30 months from the intended date of submission of applications and tenders.]	System operator;

**2. Supporting documents for the land eligibility requirement according to Section 37 of the Tender Documentation**

<b>№</b>	<b>Qualification criteria Requirement</b>	<b>Status</b>	<b>Schedule for obtaining of</b>	<b>Competent authority/</b>
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			<b>the necessary documents</b>	<b>Responsible Person</b>
2a.	Plan for the situation and placement of the Power Plant with the location of the connection facility to the system operator's networks, as well as the access roads;	[To be completed by one of the following: i) the document presented at stage of submission of Bids; or ii) the document will be presented in accordance with the schedule; or iii) the criterion does not apply (with its justification)]	[The time limit shall not exceed 24 months from the intended date of submission of applications and Bids.]	Investor
2b	The list of land parcels to be used for the development and placement of the Power Plant;	[To be completed by one of the following: i) the document presented at stage of submission of Bids or ii) the document will be presented in accordance with the schedule; or iii) the criterion does not apply (with justification).]	[The time limit shall not exceed 24 months from the intended date of submission of applications and Bids.]	Investor
2c	Copies of documents evidencing the right to real ownership of land parcels, including, but without limitation (this may include, documents giving rise to ownership, land acquisition contracts, concession contracts in the case of publicly owned land) and, where appropriate, valid extracts from the register of immovable property.	[To be completed by one of the following: i) document presented at stage of submission of Bids or ii) the document will be presented in accordance with the schedule; or iii) the criterion does not apply (with its justification)]	[The time limit shall not exceed 24 months from the intended date of submission of applications and Bids.]	Investor

### **3. Supporting documents for environmental protection requirements in accordance with Section 38 of the Tender Documentation**

<b>№</b>	<b>Qualification criteria Requirement</b>	<b>Status</b>	<b>Schedule for obtaining of</b>	<b>Competent authority/</b>
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			<b>the necessary documents</b>	<b>Responsible Person</b>
3a.	The environmental agreement or, where applicable, the preliminary environmental impact assessment decision by the Environmental Protection Agency or any other competent authority, including the environmental impact assessment programme, in accordance with Law No 86/2014, as amended, or any other relevant applicable environmental laws.	[To be completed by one of the following: i) the document presented at stage of submission of Bids; or ii) the document will be presented in accordance with the schedule; or iii) the criterion does not apply (with justification).]	[The time limit shall not exceed 30 months from the intended date of submission of applications and Bids.]	Environmental Agency
<b>4. Other documents (if deemed relevant by the Investor)</b>				
<b>No</b>	<b>Qualification criteria Requirement</b>	<b>Status</b>	Schedule for obtaining of the necessary documents	<b>Competent authority/Responsible Person</b>

Date: [--]

Investor: [--]

Investor representative or Authorised Representative: [--]

Signature: [--]

**ANNEX NO 8**  
**FINANCIAL BID FORM**

Towards: Tender Commission

**Tender process:** The development and operation of a photovoltaic Power Plant with a Tendered Capacity of [•] (hereinafter referred to as “the **Procedure**”).

I, (a) [-] the undersigned hereby declare that:

**The price of electricity**, which will serve as the fixed price of electricity produced from the Supported Capacity under the PPA and as the exercise price that will allow the financial settlement of a variable premium based on the difference between the exercise price and the reference market price of electricity for the production of electricity from the Supported Capacity under the CfD, as part of the support measures for a period of 15 years from the commercial operation date of the Power Plant, is:

\_\_\_\_\_ (*with 4 decimal places in figures and words*) Moldovan lei / kWh,  
excluding VAT.

The Tendered Capacity is [•] MW.

Date: [--]

Investor: [--]

Investor representative or Authorised Representative: [--]

Signature: [--]

**ANNEX NO 9**  
**RANKING**  
**FINANCIAL BIDS WILL BE RANKED ON THE BASIS OF THE FOLLOWING**  
**PARAMETERS.**

- 1 Each Investor shall provide an Electricity Price in Moldovan lei per kWh for the Tendered Capacity for each Project.

Electricity Prices above the Cap Price will not be taken into account for the selection. Valid Electricity Prices are classified in increasing order, with the lowest Electricity Price being ranked first. If necessary, the Dividing Rule will be applied to divide equality.

First-place Investors, subject to the Dividing Rule and the Marginal Offer Rule, will be declared as the Winning Investor(s).

The Tender Commission reserves the right to request additional information on the Electricity Price and, subsequently, to disqualify the Bid in accordance with the provisions on unusually low supply.

In the event that the Investors from the first successful place fail to follow the procedure in Section 47, the following Investors will be awarded, applying *mutatis mutandis* the Dividing Rules and the Marginal Offer Rule of this Tender Documentation.

2 **Marginal tender rule**

- a) After the classification of Financial Bids (subject to the Dividing rules set out in p. 3 below, if necessary), there may be a **marginal offer** by a single “*marginal Investor*” which, if successful, would result in exceeding the total tendered capacity.
- b) In this case, the Tender Commission shall request the marginal Investor to reconfirm the Electricity Price offered for the Supported Capacity, adjusted for the Total Tendered Capacity, indicating the deadline for such confirmation, which shall not exceed 48 hours.
- c) If the marginal investor accepts the Tender Commission’s proposal, it shall confirm acceptance in the form of an electronic document signed with an electronic signature issued under Law No 124/2022 on electronic identification services and trust services.
- d) In the event of refusal, the Tender Commission may request from the following Investor (if that Investor is marginal) a reconfirmation of the Electricity Price for the capacity bid or, where applicable, adjusted in accordance with this paragraph, indicating the deadline for such confirmation, which shall not exceed 48 hours.
- e) If necessary, the Tender Commission may then request the same re-confirmation from each of the next qualified Investors, in turn, until the full Tendered Capacity has been either attributed or other Investors with qualified offers no longer exist. The Eligible Producer status will be granted to any Investor with such a Marginal Offer.
- f) If, at the end of this process, the Total Tendered Capacity has not been fully awarded and there are no other qualified Investors, the tender procedure shall be invalidated by the Tender Commission for the remaining unallocated capacity.



- g) For the avoidance of doubt, the marginal Investor accepting the adjustment of the Supported Capacity according to the Total Tendered Capacity may install the entire installed capacity proposed in its initial Bid, provided that only the adjusted supported capacity is supported, in accordance with p. 41 of the Tender Regulation.

### 3. Dividing Rule

If there are two or more marginal investors with an identical Electricity Price („*equal offers*”) submitted by Investors („*equal investors*”), the Tender Commission shall proceed as follows:

- a) The Tender Commission will establish a new round of price negotiations, in which it will be requested from equal Investors to submit revised Financial Bids („*revised financial bids*”), indicating the deadline for the submission of the revised Financial Bids. In order to avoid any doubt, a revised Financial Offer shall not exceed the initial Financial Bids. In the event that an Investor submits a revised Financial Bid that exceeds the initial Financial Bid, it becomes invalid. If the Investor does not submit a revised Financial Bid by the indicated deadline, the initial Financial Bid becomes the revised Financial Bid.
- b) Following submission of the eligible revised Financial Bids in accordance with let. (a), the Eligible Producer status is granted to Investors with the lowest price among the equal Investors, until the total Tendered Capacity quota is reached, subject to the Marginal Offer Rule.
- c) If two or more Financial Bids offer the same Electricity Price and the capacities offered by them, if all allocated, would exceed the total Tendered Capacity, the Tender Commission will require equal Investors to reconfirm the Electricity Prices for adjusted capacity to reach the Total Tendered Capacity. The Tender Commission shall carry out the adjustment by proportionally reducing the Tendered Capacity for each equal Investor so that the Total Tendered Capacity is precisely achieved. Investors who reconfirm their prices for reduced capacity can install the entire installed capacity indicated in their initial bid, provided that only the adjusted capacity determined at stage (c) is supported in accordance with p. 41 of the Tender Regulation.
- d) If one or more equal Investors identified in point (c) do not reconfirm their price for the adjusted capacity, the Tender Commission may request the following Investor to submit a revised Financial Bids in accordance with the Rules of the Marginal Offer and the Tender Commission will continue the process in accordance with the Marginal Offer Rule.
- e) If the Total Tendered Capacity has not been fully allocated and no qualified Investor remains, the tender procedure shall be invalidated by the Tender Commission for the remaining unallocated capacity.

**ANNEX NO 10**  
**PERFORMANCE BOND**

The Performance Bond must:

- 1 Be an unconditional and irrevocable on-demand bank guarantee, under terms and conditions that meet the requirements set out in p. 2-9 below and that have a form and content satisfactory to the Tender Commission ;
- 2 Be in the form of a letter of bank guarantee issued by a bank in the Republic of Moldova, or, where applicable, by a recognized international financial institution that meets the credit rating requirements Baa3.
- 3 Be submitted within 30 days of the date of signature of the PPAs or, where applicable, extended time limit for submitting the guarantee provided by the Tender Commission;
- 4 Be valid until the date of commercial operation of the Power Plant (indicate the maximum validity date);
- 5 Be established in Moldovan lei and have a minimum amount available for drawdown of 765.000 MDL per MW of Supported Capacity;
- 6 Be drawable on first demand only following a written demand addressed to the issuer notifying the issuer that the Eligible Producer has failed to meet its obligations under the PPA;
- 7 Include feasible and practical drawing procedures, provided that it contains no drawdown condition other than confirmation by the issuer that any request for drawdown complies with the requirements of that Performance Bond;
- 8 Provide that the beneficiary of the guarantee may make multiple drawdowns; and
- 9 In the case of a sight guarantee, explicitly state that it is subject to the *"ICC Uniform Rules for Demand Guarantees, 2010 Revision, ICC Publication No. 758"* and, to the extent not inconsistent with the *"ICC Uniform Rules for Demand Guarantees, 2010 Revision, ICC Publication No. 758"*, and subsidiarily, with the laws of the Republic of Moldova.

**ANNEX NO 11**  
**ESTIMATED SCHEDULE**

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	<b>Baseline phase</b>	<b>Date</b>
I	Publication of Tender Documentation	August 16, 2024
II	Consultation process	August 16 – October 30 2024, 23:59
III	Deadline for accepting requests for clarifications on tender documentation	October 16 2024, 23:59
IV	Period of submission of Bids	October, 31, 2024 00:00 – March 31, 2025, 23:59
V	Deadline for Submission of Bids	March 31 2025, 23:59
VI	Announcement of Qualified Investors	[TBD]
VII	Opening of Financial Bids and announcement of selected Projects	[TBD]
VIII	Deadline for signature of the contract	[TBD]

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## ANNEX NO 12

### Model of PPA

(*Natural/legal person*) \_\_\_\_, hereinafter referred to as '**Producer**', having its legal seat in \_\_\_\_, represented by (*administrator*) \_\_\_\_, who has obtained the Eligible Producer status by Government Decision No \_\_\_\_ of \_\_\_\_, acting on the basis of the Statute, on the one hand, and

The central electricity supplier, \_\_\_\_ designated by Government Decision \_\_\_\_, hereinafter referred to as the '**Buyer**', having its legal seat \_\_\_\_, represented by the (*administrator*) \_\_\_\_, acting on the basis of the Articles of Incorporation, on the other hand, hereinafter referred to as the *Parties* and individually *Party*, have concluded this Contract in respect of the following:

#### I. SUBJECT OF THE CONTRACT

**1.1.** The subject matter of the Contract is the purchase by the *Buyer* of electricity generated from renewable sources at the eligible power plant belonging or to the *Producer*.

The fixed purchase price of the electricity is \_\_\_\_ RON/kWh established by Government Decision No \_\_\_\_ of \_\_\_\_.

**Note:** In the event that a contract is concluded for the purchase of electricity from multiple eligible power plants owned by the Producer, information for each eligible power plant shall be provided separately.

**1.2** The information concerning the eligible power plant shall be indicated in Annex 1 to this Contract.

#### II. NOTIONS AND INTERPRETATIONS

**2.1.** For the purposes of this Contract, the terms defined in Law 10/2016 on the promotion of the use of energy from renewable sources (hereinafter Law 10/2016), Law 107/2016 on electricity (hereinafter Law 107/2016) and the following terms and definitions are used:

**outage** – as a result of a defect in design, inadequate construction, operating error or damage to electrical or mechanical equipment, in which all or part of the power generated is reduced, or which leads to a dangerous deviation of the parameters of the operating regime of the power plant from the parameters set out in the relevant regulatory technical documents in the field.

**location** – the place where the eligible power plant producing electricity from renewable energy sources specified in Annex 1 to this Contract is located.

**calculation period** – period of the calendar month during which the delivery of electricity produced from renewable sources is made, starting from 00:00 of the first day of the month and up to 24:00 of the last day of the month. *The Parties* have agreed to keep electricity records according to local time.

**fixed price** – price set in the tender, for a large eligible producer who owns or will have a power plant/power plants with an installed/cumulative power higher than the capacity limit set in accordance with Article 10(e) of Law No 10/2016.

**new eligible producer** – electricity producer who purchased the eligible power plant or entity with which the eligible producer has been replaced by the Government Decision providing large eligible producer status.

#### III. CONTRACT DURATION

**3.1.** This Contract is concluded for a duration corresponding to the period for which the large eligible producer and/or eligible power plant benefits from the support scheme of 15 years, unless the conditions laid down in Article 38<sup>1</sup> of Law No 10/2016 are met and this contract is replaced by the contract for differences.

**Note:** In accordance with Article 38<sup>1</sup> of Law 10/2016, the contract for differences shall maintain the balance between benefits, rights and responsibilities, risks and compensation included in this Contract. The provisions on the market price for electricity obtained in the tender procedure shall be supplemented by provisions on the market prices recorded on the day-ahead market and on the

premium variable determined by the difference between the market price and the exercise price determined in the tender procedure.

**3.2.** The period referred to in point 3.1 of this Contract starts from the moment the power plant is commissioned.

**3.3.** In the event of a change in the owner of the eligible power plant, this Contract shall produce legal effects for the *Producer* up to the time of signature by the *Buyer* and the new large eligible producer of the addendum to this Contract, in which the details identifying the Parties will be updated.

#### **IV. QUANTITY OF ELECTRICITY PRODUCED FROM RENEWABLE SOURCES**

**4.1.** The quantity of electricity from renewable sources contracted is the amount of electricity notified by the *Producer* and *Buyer* and validated by the Electric Energy Market Operator (hereinafter OPEE) for the calculation period for each trading interval of the delivery day and sold/procured by the *Parties* in kWh in the delineation point in accordance with the requirements of Law No 107/2016, Electricity Market Rules (hereinafter the Rules) approved by ANRE's Board of Directors and ANRE Board decisions.

**4.2.** The amount of contracted electricity will be delivered to the *Buyer* by the *Producer* in compliance with the requirements laid down in the Rules.

**4.3.** The *Producer* shall prepare a monthly report of the electricity deliveries for the *Calculation Period*, in accordance with Annex 2 to this Contract, on the basis of the information submitted by the OPEE.

#### **V. PRODUCER'S RIGHTS AND OBLIGATIONS**

**5.1.** For the purposes of this Contract *Producer shall* have the following obligations:

- a) notify the *Buyer* as soon as possible of the commissioning of the power plant;
- b) to ensure during the validity of the contract that the electricity delivered is produced only from renewable sources;
- c) submit to the *Buyer*, annual, monthly, weekly and day-ahead forecasts of the quantities of electricity to be delivered in accordance with the Rules;
- d) inform the *Buyer* no later than 24 hours of any outage of the plant or power plant;
- e) issue monthly *invoices to the Buyer* for the quantity of electricity produced, determined in accordance with points 4.1 and 4.3;
- f) respond to complaints from the *Buyer* in accordance with the provisions of this Contract;
- g) provide the *Buyer*, at his request, with information on the operation of the power plant;
- h) to maintain and extend until their expiry, the permissive acts, authorisations and/or licences necessary for the exercise of the activity of producing electricity from renewable sources;
- i) allow authorised representatives of the *Buyer* access to the Power Plant;
- j) allow, at the request of the *Buyer*, access to the Eligible Power Plant by the authorised representatives of the *System Operator*;
- k) inform the *Buyer*, the Transport System Operator (hereinafter – TSO) of any change in the installed power of the power plant at least 30 calendar days in advance, subject to compliance with Law No 10/2016, the balancing contract and the procedures drawn up by the TSO in accordance with the Rules;
- l) pay to the *Buyer* the payment for the negative imbalances caused in the electricity system, in accordance with the provisions of the Rules and Law No 10/2016;
- m) be part of the balancing group for which the *Buyer* is responsible, pending the existence of the intra-day market;
- n) to pay the penalties provided for in this Contract and the regulatory acts and to recover in full the damage caused to the *Buyer*;
- o) notify the *Buyer* at least 30 days in advance of the intended commissioning date of the eligible power plant;
- p) fully comply with the provisions and time limits of this Contract.

**5.2.** The *Producer's* rights are:

a) deliver all the quantity of electricity to the electricity grid at the delineation point and receive payment for the electricity produced, determined in accordance with points 4.1 and 4.3 at the fixed price approved by the Government Decision;

b) request amendments to the notifications submitted to the OPEE in accordance with the requirements and deadlines set in the Rules. By way of derogation, until the conditions for compliance with the deadlines laid down in the Rules have become available, to request that notifications be amended by 08:00 of the current day  $n$ , for day  $n+1$  and/or the planning period;

c) interrupt the supply and sale of the *Buyer's* electricity if the payments are not paid within a period exceeding 30 days from the due date and obtain payments for the delivered electricity determined by the Contract for breach of contractual clauses by the *Buyer*;

d) request payment by the Buyer for the positive imbalances caused in the electricity system, in accordance with the provisions of the Rules and Law No 10/2016;

e) decide on the balancing group to which it belongs, after establishing the existence of the intraday market.

## **VI. RIGHTS AND OBLIGATIONS OF THE BUYER**

**6.1.** The *Buyer's* obligations are:

a) buy the contracted electricity from the *Producer* at the Delineation Point ;

b) pay in full the invoices issued by the *Producer* for the contracted quantity of electricity from renewable sources contracted, at the fixed price approved by the Government Decision, within the time limit laid down in point 7.3. of this Contract;

c) comply fully with the provisions and time limits of this Contract;

d) to answer to the *Producer's* complaints in accordance with the provisions of this Contract;

e) pay the *Producer* the payment for positive imbalances in the electricity system, in accordance with the provisions of the Rules and Law 10/2016;

f) require *the Producer* to submit annual, monthly, weekly and day-ahead forecasts of the quantities of electricity to be delivered to the electricity grid, in accordance with the provisions of the Rules and Law No 10/2016;

g) be the responsibility of the balancing group of the *Producer* until the existence of the intraday market is established in accordance with Law 10/2016 and subsequently at the request of the *Producer*.

**6.2.** The *Buyer's* rights are:

a) obtain information from the *Producer* on the calculation of any penalties, costs and other payments included in the invoices issued by the *Producer*

b) require control of measuring equipment in the Measuring Point or other controls it deems necessary for the purpose of verifying the amount of energy delivered by the power plant in the event of misunderstandings between the *Producer* and *Buyer* concerning the records of delivered energy;

c) request payment by the *Producer* for the negative imbalances caused in the electricity system, according to the Rules and Law 10/2016.

## **VII. INVOICING AND PAYMENT OF ELECTRICITY PRODUCED FROM RENEWABLE SOURCES AND SETTLEMENT OF IMBALANCES**

**7.1.** *The Buyer* shall pay to the *Producer* the amount of electricity from renewable sources calculated in accordance with points 4.1 to 4.3 of this Contract, billing being made on a monthly basis, in accordance with paragraphs 7.2 to 7.7.

**7.2.** *The Producer* shall submit every month to the *Buyer*, in the first 20 days of the month following the calculation period, the minutes of the supplies of electricity in accordance with point 4.3 and the invoice for the amount of electricity produced from renewable sources sold to the *Buyer*.

**7.3.** *The Buyer* shall pay each invoice in full, within 10 working days of the date of submission of the invoice and the minutes of the supplies of electricity by *the Producer*, but not earlier than the 15th of the month following the calculation period. If the maturity is a non-working day, the time limit shall be deemed to expire on the following working day. The date of payment shall be deemed to be the date on which the *Producer's* account is credited.

**7.4.** The *Buyer* shall pay the *Producer* the penalty for each day of late payment in the amount fixed at the basic rate set by the National Bank of Moldova applied to short-term monetary policy operations, starting on the fifth day after the final date for payment and up to the actual date for payment of the invoice.

**7.5.** The fixed price for electricity from renewable sources will be adjusted annually in accordance with the methodology for determining fixed tariffs and Electricity Prices from eligible producers from renewable energy sources, approved by ANRE Decision No 375/2017. In the event of adjustment of the fixed price, the *Parties* shall conclude an addendum providing for the amount of the adjusted price, approved by ANRE's decision of the Administrative Council.

**7.6.** If the *Buyer* contests the value of the amount of electricity produced from renewable sources indicated in the invoice, he shall send its objections in writing to the *producer*, with an indication of the amount and reasons for the appeal, within 5 working days of receipt of the invoice and transfer the undisputed amount by the expiry of the deadline for payment laid down in this chapter of the Contract.

**7.7.** If the *Parties* cannot reach an agreement on the value of the amount of electricity produced in the calculation period, it shall be resolved in accordance with points 12.1 to 12.3 of this Contract.

**7.8.** The imbalances caused by the *Producer* shall be calculated by the *Buyer* according to the Rules, Law 10/2016 and this section.

**7.9.** The price of imbalances shall be calculated in accordance with the Rules, Law 10/2016 and this section.

**7.10.** When calculating the imbalances generated in the electricity network for the calculation period, the measured net position, determined according to the Rules, shall be adjusted to the net contractual position if it is in the ranges  $\pm 8\%$  if the wind source is used and  $\pm 4\%$  if the photovoltaic source is used.

**7.11.** The positive imbalance price for the quantity of electricity produced by the *Producer* in excess of the upper limit set in accordance with point 7.10. shall be limited to 50 % of the *Producer's* fixed price.

**7.12.** The negative imbalance price for the quantity of electricity to be purchased by the *Producer* as a deficit against the lower limit set out in point 7.10. shall be limited to 200 % of the *Producer's* fixed price.

**7.13.** Paragraphs 7.10. — 7.12. shall apply to the *Producer* until the existence of the liquid intraday market as defined in Law 10/2016.

**7.14.** If the imbalance caused by the *Producer* results in the *Producer's* payment obligations to the *Buyer* and the calculated imbalance price is lower than the fixed price, the *Producer's* obligation to pay the *Buyer* for the imbalance caused by the *Producer* shall be determined using the fixed price.

## **VIII. LIABILITY OF THE PARTIES**

**8.1.** *The Parties* shall maintain all information which may be necessary and useful in making and verifying any calculations made in accordance with the terms of this Contract. That information is to be kept by the *Parties* during the period of validity of the Contract and, thereafter, at least 5 years after the expiry of its duration.

**8.2.** If the *Buyer* finds that the *Producer* delivers electricity produced by a source using traditional fuels to the electricity network, the *Buyer* will suspend the payment for electricity produced. *The Buyer* shall recalculate the quantities of electricity produced by the renewable power plant for the period since the last verification of the plant by the *Buyer*, or by the System Operator at the request of the *Buyer*, reducing the amount of electricity established in accordance with paragraph 4.1 of this Contract for the period following the Period of Calculation by a quantity equal to the amount of electricity produced by the source using traditional fuels, determined according to the lump sum system.

**8.3.** The *Producer* shall compensate *the Buyer* for the cost of the imbalances resulting from the non-delivery of the contracted electricity determined in accordance with points 7.8 to 7.14 of the Contract.

**8.4.** If one of the *Parties*' failure to fulfil its obligations under this Contract is established, it shall pay to the other Party the *full* amount due under the Contract and shall compensate for the substantiated damage incurred as a result of a breach of this Contract.

**8.5.** The *Buyer* shall compensate the *Producer* for the cost of the imbalances arising as a result of exceeding the quantity of electricity contracted, determined in accordance with points 7.8 to 7.14 of the Contract.

**8.6.** None of the provisions of this *Contract* shall operate to exempt or limit a *Party*'s liability for: intentional non-compliance, fraud or any other matter for which liability cannot be lawfully exempted. Each Party shall mitigate its losses, costs, expenses or damages and undertake to make every reasonable effort to minimize any loss, cost, expense or damage that it may incur or cause to the other *Party*.

## **IX. OWNERSHIP AND RISK**

**9.1.** The property rights and all risks related to electricity produced from renewable sources and sold to the *Buyer* by the *Producer*, in accordance with the terms of this Contract, will move from the *Producer* to the *Buyer* in the Delineation Point.

**9.2.** The quantities of electricity from renewable sources not supplied to the *Buyer* by the *Producer* due to unplanned disconnections and/or damage to the power line or power station to which the power plant is connected may not be a cause for dispute or the *Producer*'s claim for compensation and/or damage from the *Buyer*.

## **X. INFRINGEMENT DUE TO A JUSTIFIED IMPEDIMENT**

**10.1.** The *Parties* shall be exempted from liability for partial or total non-performance of their obligations under this Contract, provided that such non-performance is due to an impediment beyond the control of the parties and justifies non-performance in the sense provided by Article 904 of the Civil Code.

**10.2.** The *Party* invoking the non-performance clause because of an impediment beyond its control must immediately (but not later than 7 days) inform the other *Party* about the occurrence of the circumstances that justify the non-performance of the obligation..

**10.3.** The occurrence of circumstances that justify non-performance of the obligation, the moment of the commencement and the duration of their effect shall be confirmed by the competent authority, at the request of the Party.

**10.4.** Upon the cessation of the impediment justifying non-performance of the obligation, the Contract shall resume.

## **XI. TERMINATION AND CESSATION OF THE CONTRACT**

**11.1.** As a basis for termination of the contract, the following may be used:

1. Expiration of the term
2. Signing of contract for differences.

**11.2.** Termination of the contract at the initiative of the Buyer shall take place in the following cases:

a) withdrawal of the Eligible Producer status under the conditions laid down in the Regulation on the organisation of tenders for the provision of large eligible producer status approved by the Government;

b) establishment by the *Buyer* that the *Producer* sells all or part of its electricity under other contracts for the marketing of electricity produced at the power plant(s) for which he has obtained the Eligible Producer status;

c) establishing that the *Producer* has not lodged the performance guarantee (bonds) within the time limit, in accordance with the Regulation on the organisation of tenders to offer the Eligible Producer status.



**11.3.** The contract may be terminated on the initiative of the *Producer* with mandatory notification to the *Buyer* at least 30 days before the date on which he plans to terminate the Contract.

**11.4.** Termination of the contract shall be carried out in accordance with the Civil Code of the Republic of Moldova.

## **XII. SETTLEMENT OF DISPUTES**

**12.1.** Disputes arising out of the terms of this Contract shall be settled amicably by the *Parties*.

**12.2.** If disputes cannot be settled amicably, the *Parties* shall be entitled to settle them through the courts of the Republic of Moldova.

**12.3.** Disputes arising out of the performance and/or interpretation of the terms of this Contract shall not release the *Parties* from the performance of contractual obligations which are not part of the dispute pending.

## **XIII. CONFIDENTIALITY**

**13.1.** Information on the amount of electricity produced from renewable sources sold to the *Buyer* by the *Producer* and the price level shall not be considered confidential and upon request shall be made available by the *Parties* to the applicant.

**13.2.** Any other information known to the *Parties* in connection with the performance of the terms of this Contract shall be regarded as confidential only if the other *Party* has been informed of its confidentiality a priori. Otherwise, the information shall not be regarded as confidential.

## **XIV. REPRESENTATIONS AND GUARANTEES OF THE PARTIES**

**14.1.** Each *Party* shall ensure that:

(a) it is a registered undertaking and that all the information indicated in this Contract is valid and true;

b) has all the powers of attorney, licences, authorisations and the ability to sign this contract and to fulfil its obligations under the terms of the Contract.

## **XV. SPECIAL PROVISIONS**

**15.1.** This Contract, as well as contractual obligations arising from or in connection with it, shall be governed and interpreted in accordance with the law of the Republic of Moldova.

**15.2.** This Contract shall enter into force on the date on which it is signed by both *Parties*. In case of application of the electronic signature, the date of entry into force shall be deemed to be the date of its application by the last signatory. This Contract shall be drawn up in \_\_\_\_\_ original copies signed by both *Parties*, except in the case of application of the electronic signature.

**15.3.** The supply of electricity and payment under this contract will be made during the application of the support scheme.

**15.4.** All annexes signed by the *Parties* shall constitute integral parts of this Contract.

## **XVI. AMENDMENT OF THE CONTRACT**

**16.1.** Any addition to and/or modification of the information relating to the *Parties* as well as information on the eligible power plant shall be made by means of an addendum signed by the *Parties*, which shall form an integral part of the Contract.

**16.2.** If, following the conclusion of the Contract, changes to the existing regulatory framework, which lay down new rules for the production of electricity from renewable sources and/or new rules on the obligations associated with the acquisition/sale of electricity from renewable sources or other provisions relating to the terms of this contract, then the new regulatory rules will be directly applicable with the mandatory notification to the *Parties* thereof.

**16.3.** If another legal entity is designated as a central electricity supplier, the new designated central supplier will take over the rights and obligations of the *Buyer* arising from this Contract.

**16.4.** If the *Producer* disposes of the eligible power plant, the new large eligible producer shall request amendment of this Contract by substituting the natural/legal person indicated in this Contract with the new large eligible producer provided that he has informed the Government of the purchase of the power plant and the fulfilment of the requirements of the Regulation for the provision of Eligible Producer status, approved by the Government, Law 10/2016 and this Contract.

**16.5.** Where the Producer is unable to meet his obligations towards creditors and/or financiers, the Producer's creditors and/or financiers may request amendment of this Contract by substituting the *Producers's* natural/legal person with the natural/legal person of a new entity, provided that the decision to give the Eligible Producer status by the Government is amended and that the requirements of the Tender Regulation for the offer of large Eligible Producer status, approved by the Government and this Contract, are met.

**16.6.** For the amendment of this Contract by substitution of the natural/legal person, the new large eligible producer is to submit an application to the *Buyer*, together with the following documents:

- a) The Government Decision on amending the Government Decision providing large Eligible Producer status, as appropriate;
- b) The contract for the sale and purchase of the eligible power plant, where applicable;
- c) Extract and/or Registration Certificate;
- d) Confirmation of possession of the balancing contract with OST Î.S. 'Moldelectrica';
- e) The signed delineation document drawn up by the system operator;
- f) Other acts necessary for the Buyer to comply with the provisions of the legislation in force.

**16.7.** Upon registration of the request in accordance with paragraphs 16.4 to 16.5, the *Buyer* shall, within 15 days, amend this Contract and submit it to the Producer for signature.

## **SIGNATURES OF THE PARTIES**

### **Addresses and bank acquisitions of the Parties**

**Producer**

**Buyer:**

1. Legal addresses:

2. Bank acquisitions:

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