

TENDER DOCUMENTATION
the granting of the status of large eligible producer
for investors developing onshore wind power plants,
with a supported capacity of up to 170 MW together with the obligation to install in the free
market a minimum electricity storage capacity of 0.25 MWh for each MW of the supported
capacity of the wind power plant

DISCLAIMER

This tender documentation on granting the status of Large Eligible Producer to Investors developing onshore wind power plants with supported capacity up to 170 MW, together with the obligation for investors to install in the free market also at least 0.25 MWh of electricity storage capacity for each MW of the supported capacity of the wind power plant (**'Tender Documentation'**) has been prepared by the consultancy team on behalf of the Ministry of Energy and the Tender Commission (**'Tender Commission'**) (together **'Moldovan Authorities'**) and is made available to potential Investors.

Each recipient of this Tender Document must rely on its own investigations and assessments to draw its own conclusions about the project, including taking into account the provisions of the legislation in force. In making an investment decision, potential investors must rely on their own analysis of the project, including the merits and risks involved.

Potential Investors should not interpret the content of this Tender Document as investment information, tax or legal advice. Any potential Investor should consult with its own legal, business, technical and tax advisors to determine the appropriateness and consequences of submitting a bid for a project in this tender.

The Moldovan authorities reserve the right to complete or amend the Tender Documentation after its publication. Neither the Moldovan authorities nor their consultants are required to update or otherwise revise the information in this tender documentation, including, but not limited to, any projections, including any revisions that reflect changes in economic conditions or other circumstances that have occurred since the date of this document, or that reflect the occurrence of unforeseen events, even if the underlying assumptions are not made.

GENERAL PROVISIONS

1. Context and Legal Basis

1.1. The Auctioning Commission has drawn up this Tender Documentation on the basis of Law No 10/2016 *on the promotion of the use of energy from RES*, as amended (**‘Renewable Energy Law’**), Law No 164/2025 *on electricity* (**‘Electricity Law’**) and Government Decision No 690/2018 *approving the Regulation on the conduct of auctions for the award of the status of High Eligible Producer*, as amended (**‘Auctioning Regulation’**).

2. Content of tender documentation

2.1. The tender documentation shall consist of the following parts:

- a) Part I. Instructions to investors
- b) Part II. Admissibility and Eligibility Criteria
- c) Part III. Evaluation of financial offers
- d) Part IV. Obligations after granting the status of High Eligible Producer
- e) Part V. Annexes

2.2. The Tender Board shall not be responsible for the completeness of the Tender Documentation, of the replies to requests for clarification or of any addenda to the Tender Documentation, unless the submitter of the information was the Tender Board.

PART 1 – INSTRUCTIONS TO INVESTORS

3. Use of terms

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

- **Permissive act** means an authentic document or document by which the competent issuing authority establishes certain legal facts and the fulfilment of the conditions laid down by law, attesting to the fact that the applicant has been granted a series of rights and obligations to take up, carry out and/or terminate the entrepreneurial activity or related actions which are essential to that activity; the permissive act may be called a licence, authorisation, permit, certificate, endorsement, approval, patent, certificate of qualification.
- **Announcement of the initiation of the bidding procedure** means the announcement of the opening of a bidding process by the Auctioning Commission, for the selection of onshore wind projects, inviting Investors to submit Tenders in accordance with this Tender Document.
- **Proposed site** means the site identified and selected by the Investor for the development of a power plant as part of its technical offer in accordance with this tender procedure. A proposed site is considered to be a separate site if it corresponds to a single grid connection point, irrespective of whether it will be authorised under one or more building permits.
- **Competent authority** means any organisational structure or body established by a legislative act, acting as a public authority for the purpose of achieving the public interest, including, but not limited to, specialised central public administration authorities, autonomous public authorities, authorities of autonomous territorial units with special legal status, local public administration authorities or other official body invested by a legislative act, with specific tasks and legal powers to regulate, supervise and control a specific field of activity and to adopt and enforce the necessary decisions in that field. In each case, to the extent that each of the above has competence over this tender procedure.

- **Foreign competent authority** means any competent authority (as defined in this Tender Documentation) invested by law or other regulation of another State with specific powers and competences to regulate, supervise, control and enforce the law in a specific field of activity within the jurisdiction of that State.
- **ANRE** means the National Energy Regulatory Agency.
- **Beneficial owner** means the natural person (s) who ultimately owns or controls a legal person in the manner and by the means provided for in Article 52 of Law No 308 of 22.12.2017 on the prevention and combating of money laundering and terrorist financing.
- **Supported** capacity means the individual/cumulative installed capacity of the power plant (s), or part thereof, for which an Investor has been selected in accordance with the Margin Offer Rule and the Sharing Rule to receive the support measure, and which cannot be higher than the tendered capacity.
- **Tendered** capacity means the individual/cumulative installed capacity of the power plant (s), or part thereof, for which the support measure is requested, irrespective of the total installed capacity of the power plant (s), provided that the requirements of point 41 of the Auctioning Regulation are complied with, and which may not exceed a cumulative capacity of 170 MW (inclusive).
- **Total tendered** capacity means the total onshore wind capacity which is tendered to receive support measures under this tender procedure and which may not exceed 170 MW in total. For the avoidance of doubt, an Investigator may participate with a power plant with a total installed capacity of more than 170 MW, provided that the tendered capacity for which it requests support measure does not cumulatively exceed 170 MW.
- **Power plant means** a technical installation or set of installations, including electricity generation equipment (wind turbines) and related infrastructure, located on a proposed Establishment in the Republic of Moldova (but excluding the assets of the system operator).
- **Admissibility criteria** means Tender and Investor requirements, which must be fulfilled for admission to the tendering procedure, as described in the Auctioning Regulation, and set out and detailed in Section 35 of this Tender Document.
- **Auction Commission** means a government commission, created by the Government on the basis of Article 35 of the Renewable Energy Law, responsible for initiating, organising and conducting tenders for obtaining the status of Large Eligible Producer, in accordance with the Renewable Energy Law and the Auctioning Regulation.
- **Regulated contract for the purchase of electricity from RES (hereinafter ‘PPA’)** means the power purchase contract between a large eligible producer and the supporting contracting party, the model of which is approved by ANRE Decision No 296/2024 approving the models of regulated contracts for the purchase of electricity from RES for small and large eligible producers, in accordance with the model set out in Annex 13 to this Tender Documentation; and which shall apply until they are replaced by the Contract for Differences in accordance with Article 38 ⁽¹⁾ of the Law on Renewable Energy.
- **Consortium** means a form of association of persons, composed of 2 or more natural or legal persons, created to participate in the tendering procedure and implement a Project and fulfilling the criteria of capacity, responsibility and duration of the commitment within the Consortium formed, and having concluded an association agreement as set out in Section 26 of this Tender Document, and which is not in any situation of restriction to participate in this tendering procedure.

- ***Contract for Differences*** means the contract signed between the High Eligible Producer and the Central Electricity Supplier, under which the High Eligible Producer marketing on the wholesale market the electricity produced is assured positive or negative differences, by means of a variable premium, between the market price and the fixed price or the strike price set in this tender procedure.
- ***Control*** means rights, contracts or any other means which, together or separately and having regard to the legal or factual circumstances involved, confer the possibility of exercising decisive influence on the Investor, in the case of legal persons – including, but not limited to, the possibility of exercising decisive influence on an undertaking, in particular through rights of ownership or of use over all or part of the undertaking’s assets and/or through rights or contracts which confer decisive influence on the structure of the undertaking, on the votes or decisions of the undertaking’s governing bodies, and in the case of natural persons – including, but not limited to, the possibility of exercising influence on the decision to participate in the tendering procedure.
- ***Qualification criteria means the*** technical capacity criteria according to Section 36, the eligibility of the land for the location of the power plant and storage facility according to Section 37, the environmental protection requirements according to Section 38, the existence of the connection notice according to Section 39 and, where applicable, the Roadmap according to Section 40.
- ***Evaluation criterion means the*** lowest price offered, including in the financial offer, used to evaluate and rank the offers submitted by qualified investors under the admissibility and qualification stages, determined in accordance with the methodology in Annex 10.
- The ***date of commercial operation*** means, in relation to a Project, the date on which both (i) the Power Plant and (ii) the Storage Facility forming part of the same Project have been commissioned and entered into commercial operation, in accordance with the applicable legislation, the Electricity Network Code and the PPA. For the avoidance of doubt, if the power plant and the storage facility are commissioned on different dates, the date of commercial commissioning will be the later of these two dates, as attested by the relevant certificates of commissioning and/or conformity.
- ***The deadline for starting commercial operation*** means the date 36 (thirty-six) months after the publication in the Official Gazette of the Republic of Moldova of the Government Decision on granting the status of Eligible Producer High date by which the Project must reach the Commercial Operation Date. The deadline may be extended by the Government for up to 24 months if the power plant concerned or the storage facility cannot be put into operation for justified reasons not attributable to the Eligible Mare producer, in accordance with Article 37 ⁽¹⁾ of the Renewable Energy Law.
- The ***development of the power plant (s) and storage*** facilities means the development and construction of new power plants using onshore wind resources as well as electricity storage facilities with the characteristics set out in the Tender Document.
- ***Tender documentation*** means the present documentation comprising all the information related to the subject matter of the tender and the conditions for participation in the tender, the requirements submitted to the Investor, the method of submission of the application, the technical offer and the financial offer, the descriptive documentation, the forms of guarantees, the draft PPA, the information needed by the Investors to participate in the tender and to prepare and submit the Technical Offer and the Financial Offer, as well as the method and criteria for

examining the admissibility of applications, the qualification of the technical offer and the evaluation of the financial offer.

- **Roadmap means the** document by which the Investor undertakes to obtain, on the basis of an action plan in accordance with the requirements set out in the Tender Document, the acts necessary for the development, construction and operation of the power plant with a storage facility, if, at the tender submission stage, one or more acts indicated in the Tender Document are missing and which must comply with the requirements of Annex 8.
- **Performance guarantee** means a guarantee instrument which must be made available to the Government by an Investor who has been granted the status of Eligible Mare Producer in this tender procedure, in accordance with Section 48, in order to ensure the fulfilment of the contractual obligations for the construction and commissioning of the power plant and storage facility in accordance with the Renewable Energy Act and the terms set out in the PPA. The performance guarantee must be issued in accordance with the model in Annex 11.
- **Tender guarantee** means a bank guarantee made available to the Government by an Investor to ensure compliance with the terms of the tender and the terms of the Tender submitted, valid for the entire period of validity of the Tender, in accordance with the model form in Annex 5.
- **Investor** means the natural or legal person who may participate in the auction individually or in a Consortium with other persons, within the meaning of the Auctioning Regulation, applying to be granted the status of Eligible High Producer in this auction procedure.
- **Qualified Investor** means an Investor that has cumulatively met the qualification criteria as described in Sections 36 to 40.
- Qualified **investor means** an Investor that has cumulatively met the admissibility criteria as described in Section 35.
- **Unqualified Investor** means an Investor that did not meet the qualification criteria as described in Sections 36 to 40.
- **Recognised International Financial Institution** means any bank or other financial institution outside the Republic of Moldova issuing the Offer Guarantee and/or the Performance Guarantee on behalf of an Investor, which has a mandatory credit rating of at least Baa3 by Moody's or BBB- by Standard & Poor's or BBB- by Fitch Ratings, Inc.
- **Connection facility** means a facility through which the power plant, energy storage facility or utilisation facility is connected to the transmission grid or the distribution grid, including the closed distribution system or the high-voltage direct current system (HVDC system).
- **Storage facility** means, for the purposes of the Tender Document and without prejudice to the definition given by Law No 164/2025 on electricity, an electricity storage facility that is treated as a single Project together with one or more power plants within a single bid and a single entity, which may take the form of (a) a configuration on the same site (where the power plant and the storage facility are located on the same proposed Installation, connected through a single grid connection point and may use the same connection agreement), or (b) a physical separate configuration (where the power plant and the storage facility are located on different sites, have separate grid connection points and separate connection agreements, but are aggregated and presented as a single Project in the tender (including, where applicable, the possibility of aggregating the free market storage facility together with other power plants through separate commercial electricity loggers). For the avoidance of doubt, also in the configuration described

in point (a) of this document, provided that the power plant and the storage facility are equipped with separate electricity commercial record points, (more details can be found in Annex 7).

- **Successful Investor** means an Investor selected by the Tender Commission and to be granted the status of High Eligible Producer by Government Decision.
- **Tender** means cumulatively the application file, the Technical Tender file and the Financial Tender file, as described in Section 13 of this Tender Document.
- **Financial offer** means the document submitted by the Investor in the present tender procedure indicating the tendered price in Moldovan lei per kWh for the energy produced, in accordance with the form in Annex 9.
- **Marginal offer** means an offer which complies with the Technical Tender Qualification Criteria and the Evaluation Criteria but which, after the Offer Sharing Phase, no longer complies with the maximum available capacity, in accordance with Annex 10, because it would result in the total capacity tendered being exceeded.
- **Technical offer** means the document drawn up in accordance with the Regulation on Tenders and Tender Documentation, by which the investor submits, in the tender procedure, a tender relating to the development and operation of the power plant and the storage facility for obtaining the status of Large Eligible Producer, and which contains information on the location and availability of the land and the network, the specific authorisations, in accordance with Sections 36 to 40 and the related annexes, as set out in this Tender Document.
- **Contracting Party** means the entity designated to act as a buyer in a PPA or as a counterparty in a Contract for Differences, 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.
- **Period of validity of the Tender Guarantee** means a period of 180 calendar days from the closing date for the submission of tenders, which may be modified or extended in accordance with the relevant section of this Tender Documentation. In the case of the Investor participating in the tender procedure on the basis of a Roadmap, the period of validity of the Offer Guarantee shall be extended accordingly and shall be retained at the same time as the Contract Performance Guarantee and returned only after submission of all the documents necessary to be provided in accordance with the schedule specified by the Investor in the Roadmap.
- **Project** means the design, financing, construction, operation and maintenance of onshore wind power plant (s) with an individual installed capacity of more than 4 MW and a tendered capacity of not more than 170 MW, together with a storage facility with an energy storage capacity of at least 0.25 MWh per MW of installed/cumulative capacity of the onshore wind power plant (s) and a nominal capacity (discharge capacity) of at least 0,125 MW per MW of installed/cumulative capacity of the onshore wind power plant (s).
- The **cap price** means the price equal to 1,44 Moldovan lei/kWh, approved by ANRE Decision No 577/2025 on feed-in tariffs and cap prices for electricity produced from renewable energy sources.
- **Electricity price** means the price offered in the Financial Offer, which (i) will serve as a fixed price for the mandatory takeover of electricity generation from the Capacity supported in the PPA and (ii) will serve as a strike price allowing for the financial settlement of a variable premium depending on the difference between the strike price and the reference price of the

electricity market in terms of electricity generation from the Capacity supported in the Contract for Differences.

- Eligible ***Mare Producer*** means, for the purposes of the Tender Documentation and without prejudice to the definition given by the Renewable Energy Act, a generator of electricity produced by an onshore wind power plant, which has been granted the status of Eligible Mare Producer in accordance with Section 47 of this Tender Documentation and thus the right to benefit from support measures, mainly in the form of PPA or Contract for Differences, granted through a tendering procedure carried out in accordance with the Renewable Energy Act, the Tender Regulation and this Tender Documentation.
- ***Supported generation*** means electricity produced by the Supported Capacity developed by the Eligible Producer.
- ***Authorised representative*** means the person empowered by an Investor, and authorised by a power of attorney or power of representation, in accordance with the legislation in force in the Investor's jurisdiction, as the case may be – subject to legalisation or over-allegation, duly recognised for application in the territory of the Republic of Moldova, to sign the application, the Technical Offer and the Financial Offer, represent the Investor at the meetings of the Tender Committee, deliver the file passwords and confirm the Margin Offers or provide any information requested by the Tender Commission. For the avoidance of doubt, the Authorised Representative may not represent two or more Investors at the same time.
- The ***representative of the Investor means*** the executive body (manager (s)), the chairman of the board of directors of the legal person, or any other person with the statutory right of representation of the legal person on the basis of the instrument of constitution of the legal person, and in the case of the Consortium – the Consortium Leader, as established in the Consortium Agreement, to sign the Call, Technical Offer and Financial Offer, to represent the Investor at the meetings of the Tender Committee, to deliver the file passwords as well as to confirm the Margin Offers or to provide any information requested by the Tender Commission.
- ***The dividing rule shall*** have the meaning set out in Annex 10.
- The ***marginal offer rule*** shall have the meaning set out in Annex 10.
- ***Electricity Market Rules*** means the Electricity Market Rules approved by ANRE Decision No 283/2020, as amended.
- ***RES*** means renewable energy sources as defined in the Renewable Energy Act.
- ***Technical specifications*** means the minimum technical requirements to be met by an Investor in relation to the Project, as set out in Annex 6.
- ***Worker Day*** means any calendar day, with the exception of non-working public holidays laid down by the provisions of the legislation in force in the Republic of Moldova.

4. The 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 the storage of electricity, and ensuring the secure, reliable and efficient operation of the electricity system;

2) ensuring the achievement of the objective of the State policy in the field of electricity generation from RES, as well as the diversification of primary energy resources;

3) promoting the construction of RES power plants and storage facilities by ensuring the implementation of the support scheme for offering the status of Large Eligible Producer through tenders and by ensuring compliance with the right of Large Eligible Producers to be provided, for a period of 15 years from the date of commissioning of the power plant (s), with the entire quantity of electricity produced from RES and delivered to the electricity grids, in accordance with the Electricity Market Rules, at fixed prices/strike price set in the tenders, for which the status of Large Eligible Producer was offered.

4) creating objective, competitive, transparent and non-discriminatory conditions for attracting investment in the development of RES power plants;

5) ensuring transparency and publicity of the tendering procedure;

6) ensuring compliance with the principles of equal treatment and non-discrimination of Investors, as well as the principle of objectivity, in the registration, examination of admissibility, qualification and evaluation of Tenders submitted in the tender procedure.

4.2. For the avoidance of doubt, only electricity generated by the power plant (s) belonging to the same Project is eligible for support at fixed price under the PPA or the CfD. The storage facility will be treated as specified in Annex 7 to this Tender Document.

5. Notice of the opening of the tendering procedure

5.1. In accordance with the Renewable Energy Act and the Auctioning Regulation, the Government has established the Auctioning Commission to organise the tendering procedure to grant the status of Eligible Producer to Investors who commit to develop one or more onshore wind power plants in their Proposed Establishments with Storage Facilities.

5.2. The Auctioning Commission initiates the tender process for the selection of onshore wind projects with storage facilities (on the same site or autonomously) and publishes the Notice on the initiation of the tender procedure inviting Investors to submit Tenders in accordance with this Tender Document.

5.3. Participation in the tendering procedure shall be limited to Projects for which the Investment requests the support measure, with an installed capacity higher than 4 MW in a single plant and a cumulated tendered capacity not exceeding 170 MW (inclusive), with an obligation to install at least 0.25 MWh of capacity per MW of installed capacity for which the support measure is requested and a nominal capacity (discharge capacity) of at least 0,125 MW per MW of installed capacity for which the support measure is requested. Through this tender procedure, the Auctioning Commission will select the Projects for a total supported capacity of 170 MW for electricity generation.

5.4. Investors shall identify the proposed locations for the development of power plants and storage capacities in accordance with the bid requirements, in particular in relation to qualification criteria.

5.5. For the period when there is no operational day-ahead market, the winning investor will sign a PPA, which guarantees the purchase, under the conditions specified in the Electricity Market

Rules, by the buyer of the Supported Production at Electricity Price, for a total period of 15 years from the date of commissioning of the power plant.

Once the conditions laid down in Article 38¹ of the Renewable Energy Law are met, the PPA will be replaced by the Contract for Differences, which must guarantee the payment of a variable premium depending on the market reference price for the supported production in relation to the supported capacity, in accordance with the pre-established terms and conditions.

6. The investor

6.1. An Investor may participate in the tender procedure individually or in the Consortium, as described in Section 26 of this Tender Document.

6.2. Any Investor interested in participating in this tender procedure must demonstrate compliance with the admissibility criteria detailed in Section 35 of this Tender Document.

6.3. For the avoidance of doubt, an Investor may submit several Tenders for different Projects under the following conditions:

- (i) each Tender is accompanied by a separate Tender Guarantee;
- (ii) each Project has an individual installed capacity above 4 MW and the aggregated auctioned capacity must not exceed 170 MW in total for that Investor;
- (iii) a Storage installation with a storage capacity of at least 0.25 MWh per MW of the installed capacity of the power plant and a nominal power (discharge capacity) of at least 0,125 MW per MW of the installed capacity is added for each submitted project.

6.3.1. For each Project, the successful investor will conclude a separate PPA with the Contracting Party for each power plant. In the case of an Investigator with two or more Tenders, the Tender Committee will consider as the Successful Tender (s) the Tender (s) with the lowest price compared to the Ceiling Price subject to the condition that the cumulated supported capacity of these Projects does not exceed 170 MW for electricity generation. The investor submitting Tenders for several Projects is required to 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 Document.

6.4. If an Investor that has submitted two or more Tenders has withdrawn one of the Tenders after the Deadline for Submission of Tenders, it will be sanctioned as set out in Section 32 of this Tender Document.

7. Conflict of interests

7.1. An Investor shall be deemed to have a conflict of interest in any of the following situations:

- a. has a relationship involving financial, economic or other personal interest with the members of the Auctioning Commission, directly or indirectly through common third parties, which may put it in a position to influence the decisions of the Auctioning Commission with regard to this Auction Procedure, including the member of the Auctioning Commission, (i) is a spouse, relative, up to and including the third degree, in the last three years has served on the basis of the Individual Employment Contract or other document demonstrating employment relations with one of the Investors, or has been a member of the Board of Directors or any other governing body, or has acted as the Representative of the Investor, (ii) holds shares or shares in the Investor's share capital that would allow influencing the decisions of the Investor;
- b. controls, directly or indirectly, is controlled by, or is under common control with, another Investor (envisaged to have the same Beneficial Owner, persons designated as Representants of the Investor), except as indicated in paragraph 7.3 below;

- c. is in a legal or financial relationship of any kind with another Investor, which may put him in a position to influence his Tender;

7.2. The Tender Board will examine the Investors' applications and the supporting documents. If the tender committee determines the existence of a conflict of interest, it will do the following:

- In the case referred to in point 7.1 (a) of Section 7 of this Tender Document, the members concerned of the Tender Committee shall be replaced by alternate members of the Tender Committee,
- In the case referred to in points 7.1. (b) and (c) of Section 7 of this Tender Documentation, the Tender Committee will decide that Investors with a conflict of interest are inadmissible.

7.3. For the avoidance of doubt, the fact that the same Investigator submits several Tenders for different Projects, either directly or through a project company registered in the Republic of Moldova, which is fully owned by the Investigator, shall not be considered a situation of conflict of interest.

7.4. Conversely, it is not allowed to submit an Individual Tender and to participate as a member in a Consortium submitting a different Tender, as this will be considered a conflict of interest.

8. Cost of preparing and submitting the Tender

8.1. The investor bears all costs associated with the preparation and submission of the Tender, and the Auctioning Commission cannot be held responsible for covering those costs, regardless of the results of the tender procedure.

9. Language of the Tender

9.1. The tender and the documents relating to the Tender, as well as all correspondence between Investor and the Tender Committee, will be drawn up in Romanian and/or English.

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

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

10. Clarification of the Tender Documentation and pre-meeting

10.1. An investor seeking clarification on any part of the Tender Documentation will submit a request for clarification to the Tender Committee in written form by e-mail to: *wind.auctions@energie.gov.md* in the form of a scanned electronic document or an electronic document signed with an electronic signature issued in accordance with Act No 124/2022 on electronic identification services and trust services.

10.2. The tender committee shall respond to all requests for clarification, provided that such requests are submitted by the deadline set out in Annex 12.

10.3. The Auctioning Commission will publish its response to the deficiency letter, including a description of the deficiency letter but without identifying the source or the Investor that requested the deficiency, by means of: <https://energie.gov.md/ro/licitatii-ser>

- 10.4. If amendments to the Tender Documentation are required as a result of requests for clarification, the Tender Commission shall amend the Tender Documentation in accordance with the procedure set out in Section 11 of this Tender Documentation and publish those amendments by means of: <https://energie.gov.md/ro/licitatii-ser>
- 10.5. Representatives of Investors and/or, where appropriate, Authorised Representatives shall be invited to attend a prior meeting with representatives of the Tender Board. The purpose of the meeting will be to clarify the questions raised at this stage. A pre-tender meeting will take place on one of the days within the time period specified in Annex 12.
- 10.6. Failure to attend the preliminary hearing shall not constitute grounds for disqualifying an Investor.

11. Modification of tender documentation

- 11.1. At any time, but no later than 5 working days before the first day of the deadline for submission of Tenders specified in Annex 12, the Tender Commission may amend the Tender Documentation as it deems appropriate by issuing an act amending this Tender Documentation.
- 11.2. After the above date, but in any event no later than 20 working days before the expiry of the deadline for the submission of Tenders specified in Annex 12, the Tender Committee may amend only certain elements of the Tender Documentation, to the extent that they arose as a result of requests for clarification from the Investors and proved necessary to provide better clarity on the provisions of the Tender Documentation.
- 11.3. Any amendment to the Tender Documentation will be considered part of the Tender Documentation, since it is published on the official webpage of the Ministry of Energy to be publicly accessible, and communicated in writing via electronic mail to all Investors who obtained the Tender Documentation directly from the Tender Commission.

12. Risks of fraud and corrupt practices

- 12.1. The Auctioning Commission shall require that Investors (including their Directors, Employees and Agents) report to the Auctioning Commission all suspected acts of fraud or corruption known both during the tender procedure and during the negotiation or execution of the PPA. Suspected fraud or corruption includes, but is not limited to:
- *'acts of corruption', 'acts related to acts of corruption', 'corruptible acts'* as defined in Act No 82/2017 on Integrity.
 - *'corrupt practice'* means the execution or attempted execution of an act of corruption, corruption-related acts or corruptible acts by the Investigator, in relation to another Investigator or members of the Tender Boards or another official, consultant or government representative in the tendering procedure or in the execution of the PPA or the Contract for Differences;
 - *'fraudulent practice'* means a distortion or omission of facts with the aim of influencing this tender procedure or the execution of the PPA and includes collusive practices between Investors (before or after the submission of the Tender) aimed at establishing Financial Tenders at uncompetitive artificial levels and depriving the Tender Board or the Government of the benefits of free and open competition;

- *'collusive practice'* means a scheme or arrangement between two or more Investors, with or without the knowledge of the Auctioning Commission, aimed at fixing Financial Offers at artificially uncompetitive levels or influencing the action of any party in the tendering procedure or in the execution of the PPA;
- *'coercive practice'* means to affect or prejudice or threaten to affect or damage, directly or indirectly, persons or their property in order to influence their participation in the tendering procedure or to affect the performance of the PPA;
- *'obstructionist practice'* means (a) deliberately destroying, falsifying, altering or concealing relevant evidence in order to significantly impede the Tender Committee from taking the necessary steps to identify corrupt, fraudulent, coercive or collusive practices; and/or (b) threatening, harassing or intimidating a person to prevent them from disclosing information on matters relevant for the inspection of such matters.

12.2. The Tender Committee reserves the right to request information from the Competent Authorities if it has reasonable doubts that the Investigator or the Investigator's Representative have directly or indirectly engaged in corrupt, fraudulent, collusive, coercive or obstructionist practices, as defined in point 12.1 of this Section 12, in connection with participation in this tender procedure.

12.3. On the basis of the information received from the Competent Authorities, the Tender Board may decide to declare the Tender (s) of the Investor (s) involved inadmissible.

13. Requirements and documents for the submission of the Tender

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

a. The ***'Application file'*** containing:

- (i) The formal accompanying arrangement in accordance with Section 14 and in the format of Annex 1 whereby the Investor assumes responsibility for all pre-established terms and conditions;
- (ii) The application in accordance with Section 15 of this Tender Documentation and in the format of Annex 2, which includes general information on the Investor aimed at demonstrating compliance with the admissibility criteria in point 35.1 and accompanied by the supporting documents listed in point 35.2 of Section 35 of this Tender Documentation;
- (iii) The guarantee for the Tender in accordance with Section 25 of this Tender Document, in the format specified in Annex 5.

(b) ***'Technical Tender File'*** containing:

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

- (c) The “*Financial Tender File*”, which contains:
- (i) The financial offer of the Investor, as specified in Section 17 of this Tender Document, indicating the price per kWh in the format in Annex 9.

14. Official accompaniment

- 14.1. The official accompanying measure shall be drawn up using the appropriate form set out in Annex 1.
- 14.2. In the formal accompanying step, the Investor confirms the Tender Submission and the commitment to develop and operate the Project, in accordance with the requirements set out in this Tender Document and the Terms and Conditions of the PPA.
- 14.3. Any Tender that does not include the Accompanying Arrangement in the required format will be rejected by the Tender Committee as non-compliant.

15. Request

- 15.1. The application shall be drawn up using the appropriate form set out in Annex 2.
- 15.2. In the application, the investor shall submit the general information, including the production and storage technology, the capacity of the power plant in respect of which the status of Large Eligible Producer and the storage facility is requested, and which demonstrates compliance with the admissibility criteria in Section 35 by submitting the supporting documents referred to in point 35.2 of Section 35 of this Tender Document.

16. Technical tender

- 16.1. The investor must submit its Technical Offer, in accordance with the requirements and forms set out in Sections 36 to 40 of this Tender Document, in order to confirm its technical abilities to carry out the proposed Project. This will take the form of a password-protected file that will be provided to the Tenders Commission at the time of the opening of the bids, while the Investigator’s Technical Offer remains password-protected during the period in which the examination of the applications and the Investigators’ admissibility takes place.
- 16.2. The investor may also be admitted to this tender procedure on the basis of a Roadmap which includes the obligation to submit all documents necessary for the development and operation of the power plant and the storage facility, specified by the investor in the Roadmap at the submission stage of the Tender.

17. Financial tender

- 17.1. The Financial Offer is a separate file, protected with a separate password, which will be provided to the Tender Commission when the Financial Offer is opened. The offer must contain the price per kWh of electricity produced by the power plant offered by the Investor (‘Price offered for electricity’), in accordance with the form in Annex 9, with 4 digits after the comma. The price of electricity does not include VAT and is expressed in Moldovan lei.
- 17.2. The price offered for electricity is binding on the Investor.

17.3. The financial offer of the investor shall be password-protected during the period in which the opening and examination of the applications and the admissibility of the Investors and the qualification of the submitted Technical Offers takes place.

18. Unqualified or alternative offers

18.1. Investors will not enter reservations in their Tenders, including in relation to the Tender Documentation, and will not be able to submit alternative offers.

19. Deviations, reservations and omissions

19.1. During the examination of applications, the qualification of Technical Tenders as well as the evaluation of Financial Tenders, the following definitions shall apply:

- a) *'material deviation'* – non-non-material deviation relating to the key characteristics of the project or other fundamental parameters of the tender, which affects the nature of the tender or alters its essential characteristics, thus rendering it non-compliant with the requirements of this tender documentation. Material misconduct includes, but is not limited to, any shortcoming or lack of documentation necessary to establish the investor's eligibility or qualification criteria, lack of legal evidence, as provided for in point 62 of the Auctioning Regulation;
- b) *'non-material deviation'* refers to deviations that are not material as defined in the Auctioning Regulation, as amended, and that do not change the nature of the Tender or make it significantly new. Non-material deviations are considered to be, but are not limited to: editorial, mechanical errors that do not have an impact on the price charged by the Investor referred to in the Financial Offer, as well as any other deviations, except those with reference to key characteristics of the Project that could be qualified as material deviations.
- c) *"reservation"* means the setting of restrictive conditions or withholding from full acceptance of the requirements specified in the Tender Documentation; and
- d) *'omission'* means failure to submit some or all of the information or documents required in the Tender Document.

19.2. The evaluation by the Tender Committee of a Tender will be based on the content of the Tender itself, as defined in Sections 33 to 34 of this Tender Document and Part II and Part III.

19.3. Compliant Tender is considered Tender that meets the requirements of the Tender Documentation without significant deviations, reservations or omissions. A significant deviation, reservation or omission is 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 Board or the obligations of the Investor under the PPA; Or
- b) if corrected, it would unfairly affect the competitive position of other Investors submitting substantially compliant bids.

- 19.4. The Tender Committee shall examine whether the Tenders Submitted under Section 13 of this Tender Documentation have been prepared without any significant deviation, reservation or omission.
- 19.5. If further explanations are needed to clarify certain aspects of the Tender, the Tender Committee is entitled to ask the Investor to provide such explanations in writing, and this will be recorded in the minutes depending on when the information was requested. The purpose of requesting additional explanations/documents is to confirm the accuracy of the data initially submitted in the Tender and is strictly limited to the correction of minor aspects without impact on the fundamental aspects of the Tender. The time limit for the submission of the information requested by the Auctioning Commission shall not be less than 3 working days and shall not exceed 7 working days.
- 19.6. If a Tender does not substantially meet the requirements of the Tender Documentation, it will be rejected by the Tender Board at the hearing to examine the submitted applications and the admissibility of the Investors and cannot subsequently be made compliant by correcting the significant deviation, reservation or omission.

20. Non-material deviations

- 20.1. If the Tender Committee has identified non-material deviations in the Tenders, it is entitled to request from the Investor the submission of the written explanations and/or documents in question, and this fact shall be recorded in minutes, depending on when the information was requested. The purpose of requesting additional explanations/documents is to confirm the initial data presented in the tender.
- 20.2. The time limit for submitting the information requested by the Tender Commission may not be less than 3 working days or more than 7 working days.

21. Correction of arithmetic errors;

- 21.1. Provided that the proposal is substantially compliant, the Auctioning 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 sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - b) where there is a discrepancy between words and figures, the value expressed in words shall prevail, unless the value expressed in words is linked to an arithmetic error, in which case the value expressed in figures shall prevail, subject to point (a) above.
- 21.2. Investors shall be required to accept the correction of arithmetical errors. Failure to accept the correction in accordance with this Section may lead to rejection of the Tender.

22. Ceiling price

- 22.1. The price of electricity may not exceed the cap price.
- 22.2. The Auctioning Commission will reject any Financial Offer with a Price offered for electricity above the Ceiling Price.

23. Currency of the financial offer and payment

23.1. The currency in which the Tender will be presented and payments will be made is the Moldovan Leu (leu).

24. Period of validity of the tender

24.1. The tender will remain valid for a period of 180 days after the deadline for submission of tenders, as established by the Tender Committee in accordance with Annex 12.

24.2. The tender with shorter validity will be rejected by the Tender Board as non-compliant.

25. Guarantee for the Tender

25.1. The investor shall include in the application file a Tender Guarantee of 249,61 Moldovan lei/kW for the tendered capacity of the power plant.

25.2. The Tender Guarantee shall be an irrevocable and unconditional bank guarantee issued by any internationally recognised financial institution or by a bank of the Republic of Moldova, in accordance with the model set out in Annex 5. The Tender Guarantee must be valid for the period of validity of the Tender. The Tender Guarantee shall be submitted in electronic form by means of a scanned document or an electronic document signed with an electronic signature issued under the conditions of Law No 124/2022 on electronic identification and trust services. In the case of the scanned document, the Investor shall present the original of the Tender Guarantee on paper on the day of the opening meeting of the Requests.

25.2.1. If an offer guarantee is issued by an internationally recognised financial institution, it may also be submitted in USD or EUR and the amount of the guarantee will take into account the corresponding foreign exchange rate published by the National Bank of Moldova on the date of submission of the offer guarantee.

25.3. Any Tender which is not accompanied by a Tender Guarantee in a format significantly similar to that set out in Annex 5 shall be rejected by the Tender Committee as non-compliant.

25.4. The guarantee for the Tender of the Investors ranked lower than the successful Investor (s) up to the Total Capacity tendered, subject to the Rules of the Margin Offer and the Rules of Sharing, as part of the comparison of the Tenders in accordance with Annex 10, shall be returned within up to 30 days from the date of occurrence of the following situations:

- a) the investor's request was not admitted to the tender;
- b) the technical offer did not qualify;
- c) the investor has not been announced as the winner of the tender;
- d) the investor withdrew its technical or financial offer until the tender opening meeting.

25.5. The guarantee for the Tender shall be forfeited if:

- a) The investor has withdrawn the Tender within its period of validity;
- b) The investor has submitted false or erroneous information, which is why the offer has been rejected;
- c) after obtaining the status of High Eligible Producer, the Investor did not submit the Performance Guarantee in the value and within the deadlines set out in the Tender Document;

- d) The investor has not signed the PPA, within the deadline set out in Section 47 of this Tender Document;

25.6. In the case of the successful Investor, who has been admitted to the tender procedure on the basis of a Roadmap, the Tender Guarantee will be retained simultaneously with the Performance Guarantee, will be maintained as a continuously valid, irrevocable and unconditional Guarantee until the Ministry of Energy confirms in writing that all documents listed in the Investor Roadmap have been properly obtained and verified, and will be returned only after all documents have been submitted, in accordance with the timetable specified by the Investor in the Roadmap.

25.7. In the cases listed in point 25.5 of this Section 25, the Tender Guarantee shall not be returned to the Investor but shall be transferred by the banks which issued the Tender Guarantee letters to the State budget, on the basis of the minutes of the Tender Committee, at the request of the beneficiary of the Tender Guarantee.

25.8. If an Investor on the holding list is offered Capacity Allocated in accordance with the provisions of point 42.4 of Section 42, it will not be required to re-submit a Tender Guarantee, provided that this Investor submits a Performance Guarantee in due time after the signature of the PPA contract, in accordance with the provisions of point 47.4 of Section 47.

26. Participation in the Consortium

26.1. Investors may enter into an association agreement with the Consortium to participate in the auction and submit Tenders as a Consortium. In this case, the Associated Investors in the Consortium will be considered as a single Investor, subject to the following conditions:

- a) The official accompanying measure must be signed by each member of the Consortium or by the Designated Consortium Leader or his authorised representative duly designated in accordance with 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 is capable of carrying out all the elements of the Project in accordance with the Tender Documentation:
 - in order for a member of the Consortium to contribute to the fulfilment of the criterion of prior technical experience, it must have a minimum holding of 20 % in the Consortium;
 - all members of the Consortium shall be jointly and severally liable from obtaining the status of High Eligible Producer until the date of commercial operation of the Project under the PPA;
- c) the members of the Consortium shall conclude an association agreement in the Consortium, which shall:
 - (i) confirm each Member's commitment and compliance with the above requirements;
 - (ii) clearly identify the percentages of participation of each member in the Consortium;
 - (iii) indicate in detail the contributions, the list of activities and the tasks and responsibilities of each of the members of the Consortium in the Project; and

- (iv) appoint from among the members of the Consortium a leader who is irrevocably authorised to represent the Consortium in the tendering procedure (“*the Consortium leader*”), as well as its authorised representative with whom it will communicate during the tendering process;
 - (v) indicate the legal entity designated by the association agreement in the Consortium, which, if the Consortium is declared the winning Investor, will sign the regulated contract for the purchase of electricity from RES;
- d) the members of the Consortium shall maintain the structure of the Consortium as declared in the Tender for a period of at least one year after reaching the date of commercial operation. During this period and thereafter, the members of the Consortium may request exit from the Consortium only with the approval of the Government or any competent authority and ensuring the transfer of know-how for the operation of the power plant and the storage facility. Such an approval will not be unreasonably denied or delayed.

For the avoidance of doubt, no sale, transfer, rent or other disposal of the Power Plant (s) or Storage Installation, nor any transaction leading to a change in control of the entity or entities owning the Power Plant (s) and/or Storage Installation, may be carried out during this one-year period without such prior approval.

By way of derogation from the previous paragraph, where all the members of the Consortium are wholly-owned entities (100 %) within the same corporate group (e.g. a parent company and its wholly-owned subsidiary), the obligation to maintain the structure of the Consortium shall not apply, provided that:

(I) there is no change in the beneficial owner (s) and in the controlling person (s) of the Project; and

(II) all rights and obligations relating to the Project are fully and unconditionally assumed by one of the member entities designated in the consortium agreement.

In such cases, the Consortium may be dissolved or reorganised without prior approval of the competent authority, subject to written notification to the competent authority and evidence of the intra-group transfer of all rights and obligations relating to the Project.

26.2. A member of a Consortium may not participate in the same tendering procedure as an Individual Investigator (other than the Consortium) or as a member of another Consortium. This principle shall not apply in the case of subcontracting of works or services, in which case the same subcontractors may participate in more than one Tender of more than one Investor.

26.3. An Investor may only rely on the credentials or experience of an enterprise in the enterprise group to which it belongs to meet qualification criteria provided that it can demonstrate that it has effective control over that enterprise or is controlled by that enterprise. To this end, it will provide justification documents confirming the existence of the Control, including but not limited to: extracts from publicity registers, articles of association, agreements between partners establishing control by the Investor or any of the members of the Consortium over the enterprise in question. This also applies if the Investor is part of a Consortium.

26.4. All admissibility criteria must be fulfilled collectively by the Consortium and prior approval of the investment, in accordance with Law No 174/2021, must be obtained for each member of the Consortium.

27. Compliance with Tender Documentation

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

28. Principle of multiple bids

- 28.1. Each Investor may submit several Tenders for different Projects provided that the power plants to be located are located in different proposed locations (and not in the same proposed location), selected by the Investor, under the conditions of paragraph 6.3 of this Tender Document.

29. Submission of tenders

- 29.1. The investor will prepare and submit the Tender and its supporting documents and annexes in accordance with this Tender Documentation, in compliance with the requirements set out in Section 9 of this Tender Documentation.
- 29.2. The tender must be submitted in electronic format to: wind.auctions@energie.gov.md in the form of a scanned electronic document or an electronic document signed with an electronic signature issued in accordance with Act No 124/2022 on electronic identification services and trust services. All correspondence between the Investors and the Tender Committee shall be made by e-mail to the following address: wind.auctions@energie.gov.md. In cases where the size of electronic documents does not allow for direct submission, Investors may send their Offer via a document sharing platform.
- 29.3. The Request, Technical Offer and Financial Offer must be drawn up in the manner, order, numbering and format set out in this Tender Document, duly signed by the Investor's Representative or Authorised Representative. The Authorised Representative Powers of Attorney document will be submitted with the application, Technical Tender and Financial Tender and all related forms and annexes.
- 29.4. The application, Technical Tender, Financial Tender and all forms, declarations or annexes must be signed by the Investor's Representative or – Authorised Representative, as the case may be. In the case of the Consortium, the forms and declarations set out in Annexes 2 to 4 must be signed by each member of the Consortium.
- 29.5. The application, Technical Tender and Financial Tender pages must be numbered consecutively and attached to each other. The annexes, if any, accompanying the request, the Technical Tender and the Financial Tender will be submitted, in compliance with the requirements set out in Section 9 of this Tender Document.
- 29.6. Investors may contact the contact person of the Auctioning Commission regarding the procedure for the electronic submission of tenders, before the closing date for the submission of tenders, during opening hours, via e-mail at: wind.auctions@energie.gov.md.
- 29.7. If the application, Technical Offer or Financial Offer contains abbreviations designating technical or other concepts, the Investor must provide definitions of the abbreviations in an accompanying table.

29.8. The Technical Tender and Financial Tender files are contained in a separate password protected file using the 7-zip tool¹, the name of which must contain:

- The name of the Investor;
- Type of Tender [Technical or Financial];
- Date of submission of Tender [DD/MM/YY].

29.9. The Technical and Financial Tender Protection Passwords will be provided to the Commission by tenders upon request, when the respective Technical and Financial Tenders are opened.

29.10. It is recommended to use strong passwords that must comply with the following criteria:

- **Minimum length:** The password must have at least 12 characters. The longer length makes the password more difficult to break by brute force methods.
- **Character diversity:**
 - Large letters: The password must contain at least one large letter (A-Z).
 - Small letters: The password must contain at least one small letter (a-z).
 - Figures: The password must contain at least one number (0-9).
 - Special Characters: The password must contain at least one special character (for example: @, #, \$, %, ^, &, *, (,), -, _).

29.11. If one of the files is not password-protected, the Technical Offer and Financial Offer submitted by that Investor will not be examined and its Tender will be rejected as non-compliant.

30. Deadline for submission of tenders

30.1. The deadline for the submission of tenders is set out in Annex 12.

30.2. The Tender Commission may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documentation in accordance with Section 11 of this Tender Documentation, in which case all rights and obligations of the Tender Commission and of the Investors, which were previously subject to the deadline, will be submitted after the extended deadline by the Tender Commission. In this case, the Tender Committee will publish a notice on the extension of the deadline on the official page of the Ministry of Energy, as well as on its official social media platforms, and notify by email all the Investors that have already submitted the Tenders. The auction panel may, at its choice, use additional communication channels to inform the public of the extension of the deadline.

30.3. The Tender Committee will ask the Investor to confirm in writing the extension of the Tender submitted and the re-submission of the Tender Guarantee with the new extended validity. The investor shall confirm, in writing, within *10 working days*, his willingness to extend the validity of the Tender and the Tender Guarantee so that they are valid for the entire period of validity of the Tender calculated from the new deadline for the submission of Tenders.

31. Late tenders

31.1. The Tender Committee shall not take into account any Tender submitted after the deadline for submission of Tenders as set out in Section 30 of this Tender Document. Tenders submitted

¹ <https://www.7-zip.org/>

after the deadline for submission of tenders indicated in the Notice of Invitation to Tender shall be deemed not to have been submitted and shall not be registered. This shall be communicated to the Investor.

31.2. The responsibility for the timely submission of Tenders rests solely with the Investor.

32. Amendment and Withdrawal of Tenders

32.1. Investors may modify the submitted Tender at any time, but no later than the deadline for the submission of Tenders. The modification shall be made by written notification, duly signed by the Investor's Representative or the Authorised Representative of the Investor.

32.2. Investors may withdraw the submitted Tender at any time by written notification, duly signed by the Investor's Representative or the Authorised Representative of the Investor.

32.3. The withdrawal of the Tender, after the deadline for submission of the Tenders and until the opening session of the Tenders, shall be sanctioned by establishing the failure of the Investor to fulfil his obligations and depriving him of all his rights to be awarded the status of High Eligible Producer for the withdrawn Tender.

32.4. The withdrawal of one or more Tenders from the same Investor, after the Tender Opening Session, shall be sanctioned by a finding that the Investor has failed to fulfil its obligations, that it has been deprived of all its rights to be awarded the status of High Eligible Producer and that the Tender Guarantee has been forfeited without further formalities or legal action. The sanctions will apply to all Tenders submitted by the same Investor.

33. Examination of applications and admissibility of Investors

33.1. The Tender Committee will hold the meeting to examine the submitted applications and the admissibility of the Investors on 2.4.2026 on 09.00 in the premises of the meeting room of the Ministry of Energy, bd. Stefan cel Mare and Saint 134, et. 3, Chişinău Municipality, Republic of Moldova.

33.2. The tender committee shall examine the applications one by one, in accordance with the admissibility criteria, as set out in Section 35 of this Tender Document.

33.3. In order to verify whether the Investor meets the admissibility criteria, where the Tender Board has reasonable doubts as to the authenticity or veracity of the documents submitted by the Investor, or if it has difficulties in interpreting the information contained in the documents submitted by the Investor, the Tender Board may approach the investor or the competent bodies with a view to obtaining clarification or confirmation of the veracity of the information submitted by the Investor. The hearing to examine the applications and the admissibility of the Investors will be interrupted and will continue after the replies have been received, with all Investors being informed in advance of the expected date, time and place for the continuation of the hearing.

33.4. If the Auctioning Commission finds material irregularities in relation to an Investor, it will be declared rejected with the corresponding reasons leading to the rejection decision in the minutes on the examination of the Applications and the admissibility of the Investors.

33.5. After examining all the submitted applications, the Secretary of the Tender Committee shall draw up minutes on the examination of the submitted applications and the admissibility of the Investors, in which he shall record the list of eligible and rejected Investors, indicating the

reasons for their rejection. The minutes regarding the opening of the Calls and the examination of the admissibility of the Investors are drawn up in accordance with the provisions of the Tender Regulation and of this Tender Dossier, subject to the following appeal procedure.

- 33.6. Within up to 5 working days of the finalisation of the minutes, the Auctioning Commission shall notify each Investor of the decision of the Auctioning Commission, attaching the minutes of the meeting. Within 5 working days of the notification indicated, any Investor may challenge the decision of the Tender Board to reject or, as the case may be, accept other Investors' Requests. The challenge must state and justify the reasons why the rejection or, as the case may be, the acceptance of the Request was not in conformity with the Auctioning Regulation and the Tender Documentation. Upon receipt of the appeal, the Auctioning Commission shall, within 5 working days, examine and decide on the appeal lodged. If the contestation concerns another Investor, the time limit for examining the contestation is 10 working days. The Auctioning Commission shall notify the Investor of the appeal lodged and allow the Investor a period of 3 days to express its views. If the grounds for contestation are accepted, the Secretary of the Tender Board shall update and redraft the minutes on the examination of the applications and the admissibility of the Investors.

34. Opening and qualification of technical offers

- 34.1. On the date, time and place set for the meeting to open and qualify the technical offers, the Tender Board shall proceed with the opening and qualification of the technical offers of the admitted Investors and analyse in detail the content and veracity of the documents demonstrating the qualification criteria of a Project, listed in Sections 36 to 40 of this Tender Document.
- 34.2. For the purpose of verifying that the Investor meets the requirements for qualification of the Technical Tender and/or in case of non-material deviations from the requirements of the Technical Tender that can be remedied without substantially amending the Technical Tender, the Tender Board shall be entitled to request the Investors to submit additional information and appropriate corrections, if necessary, providing a necessary deadline for the submission of the requested additional information. The provisions of paragraph 19.5 shall apply accordingly.
- 34.3. In order to verify whether the Investor meets the qualification requirements of the Technical Offer, where the Auctioning Commission has reasonable doubts as to the authenticity or veracity of the documents submitted by the Investor, or if it has difficulties in interpreting the information presented in the documents submitted by the Investor, the Auctioning Commission may approach the Investor or competent bodies with a view to confirming the veracity or interpretation of the information submitted by the Investor. The Technical Offer Review Meeting shall be interrupted and continued after the replies have been received, with all Investors being informed in advance of the date, time and place of the envisaged continuation of the meeting.
- 34.4. If, in respect of a Technical Tender, the Auctioning Commission finds that at least one of the qualification requirements has not been met, or if the Investor fails to submit the required information within the time limit set by the Auctioning Commission, or if the information submitted is false, the Auctioning Commission shall consider the Technical Tender to be non-compliant and reject it, giving the appropriate reasons.
- 34.5. After analysing the Technical Tenders and establishing the list of Qualified Technical Tenders, the Secretary of the Tender Commission shall draw up the minutes on the qualification of the Technical Tenders, which shall record the Qualified Technical Tenders to be evaluated by

opening the Financial Tender, as well as the Incorrect Tenders to be rejected, mentioning the arguments on rejection of the respective Tenders. Those minutes shall set out the expected date, place and time of the meeting at which the Financial Offers are to be opened and evaluated, provided that the following process of contestation of results is followed.

- 34.6. Within up to 5 working days of the finalisation of the minutes, the Auctioning Commission shall notify each Investor of the decision of the Auctioning Commission with the minutes of the meeting attached. Within 5 working days of the dispatch of the notification The Investor may challenge the decision of the Tender Board to reject or, as the case may be, accept the Requests of other Investors. The challenge must state and justify the reasons why the rejection or, as the case may be, the acceptance of the Request was not in conformity with the Auctioning Regulation and the Tender Documentation. Upon receipt of the appeal, the Auctioning Commission shall, within 5 working days, examine the arguments put forward by Investor. If the contestation concerns another Investor, the time limit for examining the contestation is 10 working days. The Auctioning Commission shall notify the Investor of the appeal lodged and allow the Investor a period of 3 days to express its views. If the grounds for contestation are accepted, the Secretary of the Tender Board shall update and redraft the minutes on the examination of the applications and the admissibility of the Investors

PART 2 – ADMISSIBILITY AND QUALIFICATION CRITERIA

35. Criteria for the admissibility of the Investor

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

- a) The investor is resident or duly registered in accordance with the law of the Republic of Moldova or the jurisdiction of origin;
- b) The investor is not in a state of insolvency or default in accordance with the provisions of Insolvency Law No 149/2012 or the laws of the home jurisdiction;
- c) The investor is not being wound up, its activities are not being administered by the courts, it is not the subject of an arrangement with creditors, an ad hoc mandate or any other agreement entered into with creditors, its activity is not suspended, it is not the subject of proceedings concerning those matters and it is not in any analogous situation arising from a similar procedure provided for 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 provisions of the law of the Republic of Moldova or the jurisdiction of origin;
- e) The Investor and the Representative of the Investor (with the exception of the Authorised Representative) have not been convicted by a final judgment of a court of law for activities considered as corrupt practices within the meaning of this Tender Document, money laundering, offences against security and public order. Neither the Investor, nor the Representative of the Investor, nor its direct or indirect shareholders, parent undertakings, subsidiaries, beneficial owners, any of their directors or managers, are or have been subject to any prohibition list of economic operators, or any international sanction imposed by the United Nations or the European Union;
- f) Neither the Investor, nor their direct or indirect associates, nor the Beneficial Owner, nor its subsidiaries, branches or agencies, are resident or engaged in any activity, trade 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 in accordance with Law No 174/2021 on the investment screening mechanism of importance for State security;
- g) The beneficial owners of the Investors;
- h) The investor shall have experience in developing and operating wind power plant (s) with an installed capacity equal to or above 4 (four) MW of installed capacity based on a single power plant. For the avoidance of doubt, this requirement cannot be met by aggregating the capacities of several wind power plants, each with an installed capacity below 4 (four) MW;
- i) The investor has the prior approval of the Council for the Promotion of Investment Projects of National Importance for the envisaged investments, in accordance with the provisions of Law No 174/2021; in the case of an Investor participating in the Consortium, prior approval of the Board for the promotion of investment projects of

national significance for the planned investments must be obtained, in accordance with Law No 174/2021, for all members of the Consortium.

35.2. **Supporting documents:** In order to comply with the admissibility criteria above, the Investor must submit the following supporting documents:

- a) Official accompanying measure, in accordance with Annex 1;
- b) The application form, as set out in Annex 2;
- c) The declaration on honour that the Investor complies with the conditions set out in the Tender Document and that the information and documents submitted by the Investor are correct and accurate, in the form indicated in Annex 4;
- d) The decision to register the company and/or an extract from the business register issued by the competent public authority of the Investor's home jurisdiction attesting to the Investor's registration as a legal person – 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 – empowerment of the authorised representative in the manner laid down by law, and the identity document of the latter;
- g) Copies of documents or certificates issued by the Foreign Competent Authorities or Competent Authorities confirming that the Investor is not in liquidation or insolvency proceedings and certifying that its assets are not being seized and that its business is not suspended. If the country of registration does not issue these documents, the Investor must provide a self-declaration to this effect.
- h) Copies of documents or certificates issued by Foreign Competent Authorities or Competent Authorities on criminal records or other equivalent documents issued confirming that there are no criminal convictions or non-criminal records against the Investigator. If the country of registration does not issue these documents, the Investor shall submit a declaration on honour in accordance with the form in Annex 3;
- i) A certificate issued by a foreign Competent Authority or Competent Authority certifying that the Investor has no outstanding tax or social security liabilities in the Investor's home jurisdiction;
- j) The information on the beneficial owners, as required in Annex 2, and the information and confirmatory documents, which determine the identification of the beneficial owner. In addition, the information for each Effective Recipient must include:
 - full current name and any previous name;
 - nationality and national identity number;
 - country of residence,
 - the date and place of birth;
 - the level of the actual holding; and
 - details of how ownership, control or economic interest is exercised. If all these details have been recorded in a centralised Beneficial Ownership Register within the Investor's jurisdiction, an extract from this register will be submitted.

- k) Prior approval of the investment for each Individual Investor as well as for each member of a Consortium participating as Investor by the Board for the Promotion of Investment Projects of National Importance or, where applicable, confirmation documents by which the Board for the Promotion of Investment Projects of National Importance declares that the Individual Investor or member of a Consortium does not also require prior approval of the investment.
- l) To demonstrate previous technical experience, the Investor must submit the following supporting documents:
 - list of wind power plants that have been developed or are operated by the Investor and that use renewable energy;
 - valid certificates of placing in service or any other similar document;

For each wind power plant, the Investor must provide:

- 1) Operation and maintenance agreement, asset management agreement or other relevant agreements, in which the Investor is listed 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 operation and maintenance contract with the project company.

- 35.3. In the event that the Investor participates as a Consortium, the Tender Committee shall verify compliance with the Admissibility Requirements with respect to all members of the Consortium, except for proof of past experience, which may be fulfilled in accordance with the provisions of point 26.1 (b) above.
- 35.4. An Investor must notify in writing to the Tender Board, and where applicable to the Ministry of Energy (after the award of the status of High Eligible Producer), any material change to the information initially declared, including changes to the information on the Real Beneficiary.
- 35.5. If the Investor does not submit satisfactory documentary evidence of the general requirements for participation, the Tender Board may declare the Investor inadmissible, in accordance with Section 33 of this Tender Document.

36. Technical ability

- 36.1. The technical capacity shall be demonstrated by the presentation by the Investor of the Project Description, which shall include a well-documented overview of the Project, highlighting the technical, economic, implementation and legal compliance aspects, in accordance with the provisions of Annex 6 and Annex 7, and by the submission of supporting documents that will demonstrate that the equipment of the power plants and storage facilities has not been used previously and is new production, manufactured less than 36 months before the envisaged date of commissioning of the power plant and storage facilities in question and corresponds to the Electricity Grid Code.
- 36.2. The monitoring, control and communication systems of the power plant and the storage facility (including plant control centre, inverters, storage facility control centre, SCADA and access points) will follow robust cybersecurity mechanisms to ensure the protection of critical infrastructure. The tenderer will demonstrate alignment with the requirements of Act No 48/2023 on cybersecurity and the subsequent regulatory framework, assuming the technical capacity to update the systems (software and firmware) to ensure continuous compliance and, where applicable, retroactive adjustment to any changes in the national security requirements.
- 36.3. The investor shall install separate business records for: a) Power plant; b) Storage facility. Notifications and imbalance settlement for the power plant (supported capacity) will be done

within the balancing group of the central electricity provider. Notifications and imbalance settlement for the Storage Installation will be made within the storage facility's balancing group by the balancing responsible party designated by the Investor.

36.4. **Supporting documents:** In order to satisfy the above requirement, the Investor shall, in addition to the description of the Project, submit the following documentary evidence:

- a) Binding declaration issued by the Investor certifying the compliance of the equipment, design, construction, commissioning and operation of the Project – for both the Power Station and the Storage Facility – with the technical requirements set out in the Electricity Grid Code and with national standards. The declaration will explicitly confirm alignment with cybersecurity legislation (including Law 48/2023), as well as the responsibility to adjust the schemes to any subsequent regulatory changes;
- b) Binding declaration that all main equipment to be used for the construction of the Project – both power plant and storage facility – has not been previously used and is new production, manufactured less than 36 months before the intended date of commissioning of the power plant or storage facility, i.e. not more than 36 months after the intended date of commissioning of the power plant or storage facility;
- c) Construction schedule of the power plant or storage facility, including the date of the start of construction and the expected date of completion of the Project.

37. Eligibility of land 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 and the storage facility in the proposed location.

37.2. **Supporting documents:** In order to satisfy the above land eligibility requirement, the Investor must submit the following supporting documents:

- a) situation and boundary plan for the area of the power plant and storage facility with the location of the Installation for connection to the system operator's networks, as well as access roads;
- b) a list of plots of land to be used for the development and location of the power plant and the storage facility;
- c) copies of the documents proving the real right of ownership of the parcels of land, for the period of application of the support scheme, listed in point (b), including, but not limited to, documents by which the right of ownership was acquired, land-lease and sale contracts, concession contracts in the case of publicly owned land, and, where applicable, valid extracts from the register of immovable property.

38. Requirements for environmental protection

38.1. The investor must demonstrate compliance with environmental requirements in accordance with the legislation in force.

38.2. In order to satisfy the above requirements, the Investor must submit the Environmental Agreement in accordance with Act No 86/2014 on Environmental Impact Assessment.

39. Connection notice

- 39.1. The investor shall demonstrate the reliability of the connection of the power plant (s) and storage facility to the electricity transmission or distribution networks.
- 39.2. **Supporting documents:** In order to satisfy the reliability requirement of the connection to the network, the Investor shall submit the following documentary evidence:
- a) for cases where works to strengthen or upgrade the electricity grid are not required, submit the valid connection notice issued by the system operator to whose networks the power plant will be connected;
 - b) in cases where it is necessary for the Investor to carry out works to strengthen or modernise the electricity grid, he shall submit the assessment prepared by the system operator, demonstrating that the development of the electricity grid is exclusively for its benefit, and the cost estimate drawn up by the system operator and approved by ANRE, in accordance with Article 28 (6) of the Renewable Energy Law.

40. Roadmap

- 40.1. In the absence of one or more of the documents listed in Sections 37 to 39 of this Tender Document, the investor undertakes to submit the Roadmap with the undertaking to obtain, on the basis of an action plan in accordance with Annex 8, the documents necessary for the development and operation of the power plant and the storage facility, together with the submission of the Tender.

41. Right of the Tender Commission to reject any or all Tenders

- 41.1. The Tender Board will reject any Tender that does not meet the qualification criteria, thus not engaging any liability towards the Investors.

42. Right to stay and cancel proceedings

- 42.1. The Auctioning Commission reserves the right to suspend the tendering procedure in the event of a substantial basis such as institutional reorganisation of the Government or a justifiable impediment. Investors cannot make any claim against such suspension and are not entitled to receive any compensation for loss of profits, costs or expenses if the tender procedure is suspended. A suspension decision adopted by the Tender Committee will include the period of the suspension, the rights and obligations of the bidders for this period, the status of the financial guarantees submitted by the Investors.
- 42.2. If no Application or Tender has been submitted or no Investor has been declared successful, or no Tender has been declared eligible, the tender in question shall be deemed not to have taken place. The Tender Committee shall record this fact in the minutes and inform the Government, while presenting its proposals to adjust the Documentation or the Tender Conditions in order to increase the interest of the Investors. The decision to open a new auction will be taken by the Government in accordance with Article 10 (1) (g) of the Renewable Energy Law. The subsequent auction may be held under the same or modified conditions as determined by the Government.
- 42.3. If the electricity generation capacities auctioned have not been fully awarded in the course of the auction procedure, the auction commission may include those capacities in the next auction, subject to completion of the review referred to in point 42.3 of this Section 42.2.

- 42.4. If the Capacity released in any of the cases referred to in point 102 of the Auctioning Regulation (which are reiterated on p. 47.5 of section 47) is found, the Auctioning Commission will allocate it to the Investors on the waiting list in the order of ranking of their bids. Investors on the waiting list will have 5 working days to reconfirm their Offer, should these Investors wish to accept the released Capacity Allocation. Investors on the waiting list cannot modify their Tenders and, if applicable, will accept the Capacity Allocation and the High Eligible Producer status on the offered Price and Capacity, applying the Margin Offer Rule and the Sharing Rule, if applicable, if invited by the Auctioning Commission as the following on the list.
- 42.5. For the avoidance of doubt, the holding list established in accordance with this Tender Document and any subsequent reallocation of capacity based on this holding list shall apply exclusively to capacities declared to be successful (supported capacity) up to 170 MW awarded the status of High Eligible Producer.

PART 3 – EVALUATION OF FINANCIAL OFFERS

43. Evaluation of Financial Tenders and Confidentiality

- 43.1. At the date, time and place set for the evaluation meeting of the Financial Offers, the Tender Committee shall proceed with the opening and evaluation of the Financial Offers of the eligible Declared Investors whose Technical Offers have been qualified.
- 43.2. The Auctioning Commission reserves the right to publish anonymous statistics on the bidding round. The Auctioning Commission is obliged to publish information about the content of the successful Financial Tenders including, as a minimum: (I) the assigned capacity; (II) the value of the financial offers in Moldovan lei/kWh, (iii) the names of the winning Investors. Confidential business information in the Tenders will remain protected.
- 43.3. Information relating to the evaluation of the Tenders shall not be disclosed to Investors or other persons not formally involved in the tender process until the ranking of the Tenders is communicated to all Investors in accordance with Annex 10.
- 43.4. Any attempt by an Investor to influence the Tender Committee in the evaluation and classification of Financial Tenders leads to the rejection of its Tender.
- 43.5. The tender committee shall assess the financial bids on the basis of the lowest price criterion by applying the ranking laid down in Annex 10. No other evaluation criteria or methodologies are allowed.
- 43.6. For the purpose of evaluating the Financial Tender, the Tender Commission shall verify the content of the Financial Tender file in order to determine the extent to which it complies with the requirements of the Tender Document, in accordance with Section 17 and Annex 10 of this Tender Document.
- 43.7. If the verification procedure establishes that the Financial Tender file has not been completed in accordance with the Tender Document or that it contains material deviations, then the Tender Committee shall reject the Tender.
- 43.8. Where the Tender Commission considers that a Financial Offer contains an underestimated price or an unusually low price in accordance with Section 44 of this Tender Document, then the Tender Commission may request in writing that the Investor provide, within 10 (ten) working days of its request, such clarifications on the composition of its Financial Offer as the Tender Commission deems appropriate. If a clarification is requested, the Investor will

cooperate and provide the requested information within 10 (ten) working days. If, after analyzing the Investor's explanation, the Tender Committee considers the Price unjustified or the unsatisfactory explanation, it may take this into account in the evaluation or reject the Financial Offer as inadmissible, in accordance with the Tender Rules.

43.9. The Tender Committee compares all the substantially compliant Tenders in order to determine the ranking of the Tenders in accordance with the methodology in Annex 10.

44. Unusually low electricity price

44.1. Where the Auctioning Commission considers that a Financial Offer may contain a price offered for abnormally low electricity, the Auctioning Commission may require the Investor to justify this, for example by proving that it has access to more advanced technologies and equipment for power generation in the power plant or to more favourable purchase conditions allowing it to bid with such a low electricity price.

44.2. The Auctioning Commission will consider any Financial Tender to have an unusually low electricity price if the electricity price offered is significantly lower compared to all other Financial Tenders, associated with a substantially compliant Tender, or if the Auctioning Commission has detected errors in the Tender that would have resulted in an unusually low electricity price.

44.3. The decision whether or not to request a clarification in accordance with paragraphs 43.10 and 44.1 is at the sole discretion of the Auctioning Commission. Any decision by the Tender Committee not to request clarification shall not be considered as a waiver of any of its rights and shall not, in itself, be interpreted as an irregularity or a procedural defect.

44.4. The Tender Committee will record in the minutes on the evaluation of the Financial Offers its assessment in accordance with Section 44, including, where applicable, the reasons for requesting or not requesting clarifications and the outcome of any clarification received.

45. Notification of Tender Classification

45.1. Within 5 (five) working days of the date on which the minutes of the evaluation of the Financial Tenders were signed, the Auctioning Commission shall:

- a) notify the winning Investors in writing that their Financial Offer has been classified as winning in accordance with the classification criteria in Annex 10;
- b) notify all other Investors that have not been ranked as winners and that have been included in the waiting list and may be called to tender within a predetermined deadline, as set out in Section 47 of this Tender Document, in their appropriate ranking order, if the winning Investor (s) fail (s) to complete the procedure in Section 47 of this Tender Document, refuse to be granted the status of Large Eligible Producer, fail to sign the PPA within the prescribed deadline or fail to provide the Performance Guarantee;
- c) notify in writing the Investors whose Tenders have been rejected, stating the reasons for the rejection.

46. Exclusion of negotiations

46.1. The Tender Committee does not negotiate with the winning Investors on the provisions of the PPA or the Contract for Differences or other obligations and responsibilities set out in the Tender Document and the regulatory framework in force.

47. Award of the status of Large Eligible Producer and signature of the PPA

47.1. Legal persons not registered in the Republic of Moldova, whose bids have been declared successful in the tender, within 60 calendar days from the moment of the announcement of the results by the Tender Commission, shall be obliged to go through the state registration procedure of the legal person in the Republic of Moldova and submit to the Tender Commission the copy of the registration decision or the extract issued by the state registration body, for approval of the decision on offering the status of High Eligible Producer. The time limit may be extended, upon request, by the Auctioning Commission by a maximum of 10 working days. If the investor does not meet the extended deadline, the Tender Committee shall apply the provisions of point 45.1 (b) of Section 45 of this Tender Document.

47.2. The auction commission shall inform the Government and the Ministry of Energy in writing of the results of the auction held and shall provide them with copies of all minutes. Within 10 working days of the publication of the Government Decision on granting the status of High Eligible Producer, the Tender Commission will publish the fully signed minutes of the tender (with the necessary redactions for confidential information) on the official websites of the Government and the Ministry of Energy.

47.3. The status of High Eligible Producer shall be deemed to be offered on the date of publication in the Official Gazette of the Republic of Moldova of the Government Decision on the granting of the status of High Eligible Producer. Within 10 working days of the entry into force of the Government Decision on the granting of the status of High Eligible Producer, the Contracting Party shall sign the PPA with each of the Large Eligible Producers, which shall enter into force on the date of signature by the Parties.

47.4. If, within 30 days from the date of signature of the PPA, the Investor does not submit the Guarantee for the Good Performance of the Contract, it shall be considered void and the status of Eligible Mare Producer shall be deemed withdrawn from the moment of the offer, without the need to approve a Government Decision to this effect. That period may, upon request, be extended by the Auctioning Commission by up to 10 working days. The Ministry of Energy will inform the Government and notify the Central Electricity Provider and the Investor of the failure to submit a Performance Guarantee and its consequences.

47.5. The Auctioning Commission shall notify the Investors from the Qualified Investors' waiting list of the released capacity and shall provide a deadline of 5 days to reconfirm the capacities and the price, in compliance with the provisions of Section 42 and 45 of the Auctioning Documentation, in the following cases:

- a) one or more natural or legal persons, including consortia, who are not registered in the Republic of Moldova but whose bid has been declared successful and who have not completed the registration phase, in accordance with point 47.1 of this Section 47;
- b) until the Government Decision on the granting of the status of High Eligible Producer to one or more of the winning Investors is approved, refuses to offer them the status of High Eligible Producer;
- c) one or more Investors do not sign the PPA or do not submit the Contract Performance Guarantee within the time limit laid down in the Auctioning Regulation, in this respect the Auctioning Commission proposes to the Government to amend the Decision on the

award of the status of High Eligible Producer. The amended Government Decision granting the status of Eligible High Producer should reflect the outcome of the waiting list mechanism.

47.6. For the avoidance of doubt, if the total installed capacity of the power plant (s) exceeds the supported capacity indicated in the Government Decision, only the auctioned capacity declared as the winning capacity will constitute the supported capacity and will be granted the status of Large Eligible Producer in this tender. Any additional installed capacity of the same power plant (s) above the supported capacity will not benefit from support measures and will operate outside the support scheme, on a commercial market basis and with separate electricity commercial records.

48. Performance guarantee

48.1. The performance guarantee shall be an unconditional bank guarantee issued by any recognised International Financial Institution outside Moldova or by a bank in the Republic of Moldova, and shall comply with the requirements set out in Annex 11.

48.2. The performance guarantee must be valid until 30 days after the date of commercial commissioning of the power plant and storage facilities, be issued in favour of the Government of the Republic of Moldova, through the Ministry of Energy, in Moldovan lei and have a guaranteed minimum value of **1248 Moldovan lei per kW** of supported capacity of the power plant.

48.3. If a performance guarantee is issued by an internationally recognised financial institution, it may be lodged in USD or EUR and the value of the performance guarantee shall be calculated taking into account the corresponding exchange rate published by the National Bank of Moldova on the date of submission of the performance guarantee.

48.4. The performance guarantee must be provided by the winning Investor to the Ministry of Energy within 30 days of the signature of the PPA and will have the value and validity specified in the respective performance guarantee as indicated above.

48.5. At the request of the Eligible Mare Producer, the Auctioning Commission may decide to extend the deadline for the submission of the performance guarantee for the PPA by a maximum of 10 working days.

48.6. If any of the Major Eligible Producers fails to sign the PPA within 10 working days of the entry into force of the government decision granting the status of High Eligible Producer or fails to provide the Performance Guarantee within 30 days of signing the PPA, the Investor will lose the Tender Guarantee and the status of High Eligible Producer.

49. Right of appeal

49.1. Any Investigator shall have the right to appeal against the Government Decision on the granting of the status of Eligible Producer of the Sea in accordance with the Administrative Code of the Republic of Moldova.

49.2. The authority representing the Auctioning Commission in the administrative court is the Ministry of Energy.

PART 4 – OBLIGATIONS AFTER GRANTING THE STATUS OF LARGE ELIGIBLE PRODUCER

50. Obligations after granting the status of High Eligible Producer

50.1. After being awarded the status of Eligible Producer and signing the PPA, in accordance with Section 47 of this Tender Document, the Eligible Producer Mare has the following obligations:

- 1) submit the Contract Performance Guarantee within a period of up to 30 days from the date of signature of the PPA;
- 2) where appropriate, submit to the Ministry of Energy a quarterly report on the progress made in the fulfilment of the Roadmap submitted in accordance with Section 40; including all acts according to the schedule specified therein;
- 3) construct and operate the Power Plant (s) and Storage Facility that is/are 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 set out in the tender procedure;
- 4) construct the Power Plant (s) and the Storage Facility, in compliance with the installed power indicated in the winning bid for which the respective Investor has been offered the status of High Eligible Producer and with the conditions laid down in point 41 of the RES Auctioning Regulation;
- 5) ensure that commercial records of electricity and functional separation between the power plant and the storage facility are maintained at all times throughout the duration of the support scheme;
- 6) not to use, for the construction and commissioning of the power plant (s) and storage facility, the equipment used or newly manufactured equipment more than 36 months before its commissioning and to comply with the technical requirements with regard to the production technology and equipment of that power plant indicated in the successful tender;
- 7) submit to the Ministry of Energy and ANRE a report on the implementation of the project for the construction of the power plant and the storage facility, in accordance with the construction schedule, as well as the information referred to in Article 37 (6) of the Renewable Energy Law and, where applicable, the implementation of the Roadmap;
- 8) after completion of the construction and entry into operation of the power plant (s) and storage facility, to notify the Tender Committee of this fact and to submit to it the documents confirming the fulfilment of the obligations undertaken as High Eligible Producer;
- 9) at all stages of the works relating to the construction of the power plant (s) and storage facility, including post-operation (decommissioning of the power plant), comply fully with the measures and conditions laid down in the environmental agreement or the opinion of the state environmental expert, issued by the competent environmental authority, whether or not the special conditions have been included in the content of the Permission Act for the execution of construction works (construction permit),

issued by the authority of the central or local public administration in whose administrative territory the planned activity will be carried out.

- 10) ensuring the cybersecurity of operational systems by implementing appropriate technical and organisational measures for the security of network and information systems used for the operation of the power plant and the storage facility (including monitoring, control and communication systems), in accordance with Law No 48/2023 on cybersecurity, Government Decision No 562/2025 on how to fulfil the obligations to ensure cybersecurity by service providers in critical sectors, Law No 164/2025 on electricity and the applicable network codes, and by fulfilling cooperation obligations towards the Cybersecurity Agency, system operators and other competent authorities;
- 11) comply with State aid law and all obligations deriving therefrom, including any conditions or restrictions laid down by the competent authorities in relation to the support scheme.
- 12) maintain the structure of the Consortium, as declared in the tender, for a minimum period of one year after the commissioning of the power plant and storage facility and obtain the prior approval of the competent authority for any change in the composition of the Consortium during this period, except for intra-group reorganisations permitted under point 26.1 (d).
- 13) in the case of power plants with electricity storage facilities, the investor shall ensure the operation of the electricity storage facility in accordance with the Electricity Network Codes and the applicable standards set out in the Tender Document for the entire duration of the purchase contract for electricity produced from RES/Contract for Difference.

51. Permitted changes and flexibility mechanism

- 51.1. The guarantee of proper performance of the contract, if the capacity of the plant (s) put into operation by the Eligible Mare Producer represents between 100 % and 95 % of the capacity that the Investor submitted in the successful Tender, or which, as a result of the application of the marginal tender rule, the Investor agreed to adjust, shall be returned to the Eligible Mare Producer in full.
- 51.2. If the capacity of the power plant (s) commissioned is between 94 % and 90 %, the guarantee of satisfactory performance of the contract shall be returned to the Large Eligible Producer in proportion to the capacity commissioned.
- 51.3. If the capacity of the power plant (s) commissioned is less than 90 %, the status of High Eligible Producer shall be withdrawn from the Investor.
- 51.4. If the total capacity of the power plant commissioned exceeds 100 % of the capacity specified in the successful tender, the performance bond shall be returned in full, provided that the Investor demonstrates, by means of supporting documents, that it meets the condition of physical and commercial separation of the Electricity Production Capacities and of ensuring separate commercial records of the electricity injected into the electricity grid at the connection points of the power plant.
- 51.5. If the conditions set out in paragraph 51.4 above are not met, the status of Eligible Mare Producer shall be withdrawn from the Investor and the Performance Guarantee shall be forfeited in full.

- 51.6. The cumulative capacity of the RES Production Capacities and Electricity Storage Facilities will be taken into account when determining the percentage of commissioning, provided that the minimum share between the Capacity of the power plant and the Capacity of the Energy Storage Facility is at least 0.25 MWh per MW of the Installed/Cumulative Capacity of the onshore wind power plant (s) and a nominal power (Discharge capacity) of at least 0,125 MW per MW of the Installed/Cumulative Capacity of the onshore wind power plant (s).
- 51.7. In the case of the investor who submitted the Tender for only part of the installed capacity of the power plant (s), the supported capacity will be taken into account, separately in accordance with point 41 of the Auctioning Regulation.

52. Withdrawal of the status of Large Eligible Producer

- 52.1. The status of Large Eligible Producer shall be withdrawn by Government Decision if, after the status of Large Eligible Producer has been offered:
- 1) it is noted that the respective Investor submitted false information in relation to the presentation of the Tender;
 - 2) The investor renounces the status of High Eligible Producer;
 - 3) The investor fails to deposit the Performance Guarantee within the time limit and value set out in this Tender Documentation;
 - 4) The investor has not built and put into operation the power plant and the storage facility within 36 months of being granted the status of High Eligible Producer or within the extended deadline set by the Government;
 - 5) The investor concerned has failed to fulfil the obligations laid down in Part IV, namely points 3), 4), 5), 7), 8) of Section 50 of this Tender Document;
 - 6) the decision has been taken to cancel the State registration of the Eligible Mare Producer in question;
 - 7) the new owner of the power plant and the storage facility did not fulfil the obligation laid down in point 127 of the Auctioning Regulation.

PART 5 – ANNEXES

ANEXA 1 OFFICIAL ACCOMPANIMENT

Tendering: Development and operation of an onshore wind power plant of which up to 170 MW for electricity generation (inclusive) will benefit from support measures (“**Supported Capacity**”), which will be located on a site selected by the Investor in the Republic of Moldova together with a Storage Facility with an installed capacity of [-] and a Storage Capacity of [...]

In relation to the above-mentioned procedure, I, *the undersigned [include full identification data]*, in my capacity as Investor, declare that:

- having reviewed the Tender Documentation, we accept without reservation the requirements, terms and conditions set out in the Tender Documentation;
- we meet all the legal, economic, financial and technical requirements set out in the Tender Document;
- the application, Technical Tender and Financial Offer are valid for the period mentioned in the Tender Document and will remain binding on us if we are appointed as the Winner Investigator;
- The capacity tendered for the proposed Project is [*to be included*];
- we declare that attached to the official accompanying measure are [*indicate the documents to be submitted by the investor and the file number of these documents*];
- we authorise the Tender Committee to check the information and documents attached to this action;
- we understand that the Tender Procedure may be suspended or invalidated by the Tender Board in the cases set out in this Tender Documentation, that the Tender Board is not obliged to accept any Tender it may receive, and that the Tender Board invites Investors to submit their Project Tenders without incurring any liability towards the Investors, in accordance with this Tender Documentation. We agree and understand that the Tender is subject to the provisions of this Tender Document.

Date: [--]

Investor: [--]

Representative of the Investigator or Authorised Representative: [--]

Signed: [--]

**ANEXA 2
APPLICATION FORM**

| Position code | Content of requirements: | Response |
|--|--|----------------------|
| 1 | 2 | 3 |
| 1. Information on the generation technology and capacity of the power plant for which the status of High Eligible Producer is requested. | | |
| 1.1 | Production technology | text |
| 1.2 | The capacity of the power plant in respect of which it is requested to offer the status of High Eligible Producer. | number and Text |
| 1.3. | Technology and Storage Capacity | text |
| A. Investor Information | | |
| 2A.1. | Name of the Investor | text |
| 2A.2. | Country | text |
| 2A.3. | Postal Code | text |
| 2A.4. | Town/City | text |
| 2A.5. | Legal address | text |
| 2A.6. | Contact Web Page | text |
| 2A.7. | Contact person or persons | text |
| 2A.7.1 | <i>Telephone</i> | text |
| 2A.7.2 | <i>Email</i> | text |
| 2A.8. | Unique Identification Number (IDNO/IDNP) | number |
| 2A.9. | Organisational and legal form of entrepreneurship | text |
| 2A.10. | Information on the names of the shareholders/associates/beneficial owner | |
| 2A.10.1 | Names of shareholders/members | 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 | The date and place of birth; | text |
| 2A.10.6 | The level of the actual holding; | 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"> ● small company ● Medium enterprise ● and others | text |
| 2A.12. | Investor participates in the auction as Consortium | Don'ts don'ts Do not |
| 2A.12.1 | <i>If Yes, please specify the role of each member of the Consortium (leader, responsible for specific tasks, etc.).</i> | text |
| 2A.12.2 | <i>Appoint the members of the Consortium participating in the tender</i> | text |
| 2A.12.3 | <i>Provide the name of the Participating Consortium.</i> | text |
| <i>Note. Within the Consortium, the application form fills in each member <u>separately</u></i> | | |
| B. Information on the representatives of the Investor | | |
| Indicate the name (s) of the person (s) empowered to represent the Investor for the purposes of this Procedure | | |
| 2B.1 | Mr/Ms | text |
| 2B.2 | Position/Acting in the capacity of.. | text |
| 2B.3 | Country | text |
| 2B.4 | Telephone | [number] |

| | | |
|------|-------|------|
| 2B.5 | Email | text |
|------|-------|------|

| A. Convictions by final judgment of a court | | |
|---|---|----------------------|
| 1 | 2 | 3 |
| 3A.1 | <p>Participation in a criminal organisation. Has the investor/the consortium member itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for participation in a criminal organisation, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?</p> | Don'ts don'ts Do not |
| 3A.2. | <p>Corruption. Has the investor/the consortium member itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for corruption, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?</p> | Don'ts don'ts Do not |
| 3A.3 | <p>Fraud Has the investor/the consortium member itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for fraud, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?</p> | Don'ts don'ts Do not |
| 3A.4 | <p>Terrorist offences or offences linked to terrorist activities. 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 or control therein been the subject of a conviction by final judgment for money laundering or terrorist financing, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?</p> | Don'ts don'ts Do not |
| 3A.5 | <p>Money laundering or terrorist financing. 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 or control therein been the subject of a conviction by final judgment for money laundering or terrorist financing, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?</p> | Don'ts don'ts Do not |
| B. Payment of taxes or/and social security contributions | | |
| | Payment of taxes | |

| | | |
|--|---|---|
| 3B.1 | Has the investor/member of the Consortium honoured its obligations relating to the payment of taxes, duties and social security contributions in accordance with the legal provisions in force in the Republic of Moldova or the country in which it is established? | Don'ts don'ts Do not |
| 3B.1.1 | <i>If no, how was the obligation to pay taxes, duties and social contributions established?</i> | text |
| 3B.1.2 | <i>If the infringement relating to the payment of taxes, duties and social security contributions has been established by a judicial or administrative decision, is that decision final?</i> | Don'ts don'ts Do not Not applicable |
| 3B.1.3. | <i>If the infringement with respect to obligations relating to the payment of taxes, duties and social contributions has been established by a judicial or administrative decision, state the date and number of the decision.</i> | text |
| 3B.2 | Does the investor/member of the Consortium benefit, in accordance with the law, from the payment of taxes, duties and social security contributions in instalments or from other facilities with a view to their payment, including late payment surcharges (penalties) and/or fines? Note: <i>To be completed only if you have answered No to the question in 3B.1.</i> | Don'ts don'ts Do not |
| 3B.2.1 | <i>If Yes, is the investor/member of the Consortium able to provide the act of rescheduling obligations to pay taxes, duties and social security contributions or other facilities with a view to their payment?</i> | Don'ts don'ts Do not |
| 3B.3 | Is the investor/member of the Consortium able to provide a tax payment certificate or tax settlement information? | Don'ts don'ts Do not |
| 3B.4 | Is information on the absence/existence of backlog of national public budgets available free of charge to the authorities by accessing a national database? If yes, specify the information that would allow the verification. | Don'ts don'ts Do not |
| | | Internet address: text |
| | | The authority, or issuing body: text |
| | | Exact reference of documentation: text |
| C. Inclusion in the prohibition list of economic operators | | |
| 3C.1 | Is the investor/member of the Consortium included in the prohibition list of economic operators or any international sanction imposed by the United Nations or the European Union? | Don'ts don'ts Do not |
| D. Insolvency, conflicts of interest or professional misconduct | | |
| | Applicable obligations in the field of employment and social security | |
| | Insolvency | |
| 3D.4 | Is the investor/member of the Consortium in a situation of insolvency or winding up of the entrepreneurial activity as a result of a court decision? | Don'ts don'ts Do not |
| | Assets being administered by liquidator | |

| | | |
|-------|--|----------------------|
| 3D.5 | Are the assets of the economic operator being administered by a liquidator or by the court? | Don'ts don'ts Do not |
| | Business activities are suspended | |
| 3D.6 | Are the economic activities of the Investment/Consortium member suspended? | Don'ts don'ts Do not |
| | Agreements with other economic operators aimed at distorting competition | |
| 3D.7 | Has the economic operator, over the last 3 years, entered into 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? | Don'ts don'ts Do not |
| | Conflict of interest | |
| 3D.8 | Is the investor/member of the Consortium in a situation of conflict of interest that cannot be remedied? | Don'ts don'ts Do not |
| | Professional ethics | |
| 3D.9 | Has the investor/member of the Consortium been convicted in the last 3 years by a final court decision for misconduct or professional misconduct? | Don'ts don'ts Do not |
| | Integrity | |
| 3D.10 | Is the investor/member of the Consortium, in the last 3 years, guilty of professional misconduct that casts doubt on its integrity? | Don'ts don'ts Do not |

Date: [--]

Investor: [--]

[Consortium member: [--]]

Representative of the Investigator or Authorised Representative: [--]

Signed: [--]

Confirmation and Signature

I declare on my word of honour that all the information and documents provided in this form are true and complete I fully accept the consequences of cases of false declarations.

Full name of signatory: ____

Function of the signatory: ____

Signature: ____

Date: ____

Note

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

ANEXA 3

DECLARATION ON THE ABSENCE OF A CRIMINAL RECORD

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

Declaration by the Investee/Member of the Consortium participating in this tender procedure, as announced by the Auctioning Commission.

I, *the undersigned [full identification]*, in my *capacity as [complete]* investor/member of *the Consortium [full identification]*, hereby declare that:

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

I (We) declare on my honour that the data and information submitted are truthful. I am aware that improper declaration of truth, intentional declaration of incomplete or false data constitute a criminal offence and shall be punished in accordance with the provisions of the Criminal Code of the Republic of Moldova.

Date: [--]

Investor: [--]

[Consortium member: [--]]

Representative of the Investigator or Authorised Representative: [--]

Signed: [--]

ANEXA 4
SELF-DECLARATION FOR INVESTORS

(To be completed by the Investors or each member of the Consortium)

For participation in the tender for the status of High Eligible Producer

Letter addressed to: Tender Committee

Date: [-]

[*Name of the Investigator/Consortium Leader and full identification*] hereby declares and warrants that, at this date, [*Name of the Investigator/Consortium Leader*] [and each member of our Consortium (if applicable)]:

- it is properly registered, active and not subject to bankruptcy or winding-up proceedings;
- has not been convicted of any anti-competitive activity, fraud, corruption, aiding and abetting or money laundering or of any criminal offence committed in the course of his professional activity;
- is not subject to a criminal investigation relating to fraud, corruption or money laundering at the date of submission of the application/tender and in the last three (3) years before submission of the application/tender;
- is not included in the prohibition list of economic operators of the Republic of Moldova or its State of residence, nor in any sanctions list promulgated by the UN Security Council or its Committees, nor in any other international sanctions list; or otherwise not involved in activities (directly or through a subsidiary) that are not in compliance with sanctions promulgated by the UN Security Council or its Committees or with national sanctions in the Republic of Moldova;
- had no tax, social security or pecuniary obligations established by final court decisions due and not paid in the period of at least three years preceding the date of publication of the Notice of opening the tender procedure.
- is not in a situation giving rise to a conflict of interest as described in Section 7 of the Tender Document or [is in the following situation [*describe precisely and in detail*] which, even if it may give rise to a conflict of interest, we consider that it can be remedied by implementing appropriate remedial measures].

I (We) declare on my honour that the data filled in the application as well as those contained in the documents attached to the application are truthful and the attached documents are authentic. I am aware that misrepresentation of the truth, the intentional inclusion of incomplete or false data constitutes a criminal offence and is punishable under the provisions of the Criminal Code of the Republic of Moldova.

Date: [--]

Investor: [--]

[Consortium member: [--]]

Representative of the Investigator or Authorised Representative: [--]

Signed: [--]

ANNEX 5
SPECIMEN FORM OF THE TENDER GUARANTEE

(Bank logo and letterhead)

Date: [-]

Beneficiary: The Government of the Republic of Moldova, through the Ministry of Energy.
Bulevardul Ștefan cel Mare and Sfint 134., Chisinau, Republic of Moldova.

On behalf of: [*Name and address of Investor*]:

Tendering: Development and operation of an onshore wind power plant, each with a tendered capacity of [-] and addition of a storage facility, (“the **Procedure**”).

The Bank irrevocably undertakes to transfer to the account indicated by the Ministry of Finance the bank guarantee in the amount of [*indicate the exact amount, which is calculated individually with a reference value of 249,61 Moldovan lei for each 1 kW of Capacity tendered. If a Tender Guarantee is submitted by a recognised intentional financial institution, it may also be submitted in USD or EUR and the amount of the guarantee will take into account the corresponding foreign exchange rate published by the National Bank of Moldova on the date of submission of the Tender Guarantee*] within 15 (fifteen) calendar days of the submission of the first compliant written request by the Beneficiary without requesting explanations, provided that the request identifies the non-fulfilment of one of the following conditions:

the investor withdrew the Tender during its period of validity;

b) The investor submitted false, erroneous information, which is why the offer in question was rejected;

after obtaining the status of High Eligible Producer, the Investor did not submit the Contract Performance Guarantee in the value and within the deadlines set out in the Tender Document.

This guarantee shall be in force until [180 days after the deadline for submission of tenders or, where applicable, until all documents have been submitted, in accordance with the schedule specified by the Investor in the Roadmap].

[Signature of the bank]

ANNEX 6

Description of the Project and Declaration of Conformity

For participation in the tender for the status of High Eligible Producer
Letter addressed to: Tender Committee
Date: [-]

Part 1. DRAFT

Project summary:

- Title of the Project,
- Location of the power plant and the storage facility.
- Purpose and main objectives.
- The investors/members of the Consortium involved and the partners of the Project.

Technical specifications:

- Type and specifications of wind turbines.
- Total installed capacity (in MW).
- Wind farm configuration (number and location of turbines).
- Type and capacity of the storage facility.
- The main architecture of the monitoring, control and SCADA system for the power plant and storage facility (including communication interfaces with TSOs/system operators).
-

Implementation Plan:

- Construction schedule of the power plant and storage equipment including the date of the start of construction and the expected date of completion of the Project.
- Procurement plan and major contracts.

Part 2. DECLARATION OF COMPLIANCE WITH TECHNICAL REGULATIONS

[*Name of the Investor/Consortium Leader*] hereby declares and warrants that:

I, the undersigned, in my capacity as Investor, declare on my honour that:

Undertakes to ensure that all equipment, project documentation, construction, commissioning and operation of the Project – **for both the power plant and the storage facility – comply with the national standards and technical requirements** set out in the Electricity Grid Code applicable to the Project;

Is aware that technical requirements in relation to equipment and systems, design documentation, construction methods and technologies, procedures for placing in service and operation may change until the project is put into service, in accordance with the legislation in force. All obligations resulting from these changes, including the adjustment of the schemes to any subsequent regulatory changes, are under the sole responsibility of the Investor/Consortium and the status of Eligible High Producer does not give right to any form of derogations, deferrals, exceptions or simplifications of those rules;

Undertakes, throughout the entire period of holding the status of Eligible Mare Producer, to comply with the technical regulations applicable to the appropriate sources of electricity generation and to the building storage facilities and associated facilities and any elements of the project. This includes strict compliance with environmental, energy efficiency and **cybersecurity** aspects, explicitly ensuring alignment with the relevant legislation, including Act No 48/2023 on cybersecurity and the secondary regulatory framework.

Is **aware** that, regardless of the value of the investment made in the Project and/or in the pre-investment process, irrespective of the source of the financial means and the commitments entered into with the funder, failure to comply with the national standards and technical requirements laid down in the Electricity Grid Code applicable on the date on which the Project is put into operation serves as a sufficient and indisputable basis for the refusal of the authorised bodies to put the Project into operation and, in the event of failure to comply with the prescribed period for putting it into operation, for withdrawing the status of Eligible Mare Producer.

Date: [--]

Investor: [--]

Representative of the Investigator or Authorised Representative: [--]

Signed: [--]

ANNEX 7

SPECIFICATIONS CONCERNING STORAGE FACILITIES

1. Aim and scope

1.1 the obligation to develop power plants together with storage facilities in this tender is part of the Reform Agenda of Moldova's Growth Plan 2025-2027 agreed with the European Commission, which includes reforms to increase system flexibility, integrate variable renewable energy and improve security of electricity supply. Compliance with this Annex, which is an integral part of the Tender Document, is therefore a condition for obtaining and maintaining the status of High Eligible Producer.

1.2. The storage facility is an integral element of the Project and will be developed, owned and operated by the same Large Eligible Investor/Producer as the associated power plant (s), in accordance with the definitions of the **Project** and the **Storage Facility** in the Tender Document.

1.3. The storage facility must have at least:

an energy storage capacity of at least 0.25 MWh per MW of the installed/cumulative capacity of the onshore wind power plant (s) for which the status of large eligible producer is requested; and

b) a rated capacity (discharge capacity) of at least 0,125 MW per MW of the installed/cumulative capacity of the onshore wind power plant (s) for which the status of large eligible producer is requested.

1.4. The storage facility may be:

a) **located** with the power plant behind a single physical grid connection point; Or

have separate sites and grid connection points different from those of the power plant (where the power plant and storage facility are located in different sites, with separate grid connection points, separate connection agreements, but are nevertheless aggregated and presented as one Project in the tender);

in both cases forming a single Project under a single Tender and a single High Eligible Producer, in accordance with the Tender Document.

1.5. From a system and market perspective, the storage facility has a **dual role**: (a) support the integration of supported generation and contribute to electricity system balancing and adequacy; and (b) may participate in wholesale and balancing markets on a commercial market basis, bearing market risk.

1.6. The storage facility shall be allowed and encouraged to participate in electricity markets in compliance with applicable market laws and rules.

2. Interaction with the support scheme

2.1. According to the Tender Documentation, the support scheme applies exclusively to the supported production generated by the Project's power plant (s). Electricity taken from the grid, stored in the storage facility and subsequently injected into the grid is not eligible for the fixed price under the PPA or for the payment of a premium under the CfD.

2.2. The calculation of the price cap, established in accordance with ANRE Decision No 577/2025 on feed-in tariffs and maximum prices for electricity produced from renewable sources, does not include and reflect the CAPEX of the Storage Installation.

2.3. Once the conditions set out in Article³⁸¹⁽¹⁾ of the Renewable Energy Act for switching to a CfD regime are met, the PPA will be replaced by a CfD in accordance with the Tender Documentation. For the avoidance of doubt, CfD payments shall be calculated exclusively on the basis of the supported generation associated with the supported Capacity and shall not apply to electricity originating from electricity previously stored in the grid.

2.4. For the avoidance of doubt, the storage facility will **operate under the CfD regime, in** the sense that the Project, including the storage facility, is subject to the rights and obligations of the CfD contract. No strike price or additional or separate premium shall be set for the remuneration of the Storage Facility itself.

3. Provisions on commercial records and balancing

3.1. In all configurations (co-located or separately located), the investor will ensure **separate commercial records of electricity**, allowing a clear distinction between power plant production and charging/discharging the storage facility.

3.2. At least the following measurement points shall be provided and calibrated in accordance with applicable measurement regulations and electricity market rules: record point of the power plant; and the record point of the Storage facility.

3.3. Measurement data shall be recorded and made available to System Operators, Contracting Party and Central Electricity Supplier (where applicable) upon granularity of the settlement period to enable: the settlement of the PPA/CfD; imbalance settlement for each balancing group; and verifying that electricity charged from the grid and subsequently offloaded is not remunerated as supported generation.

3.4. During the PPA period, in line with the key principles of the Tender Document, the storage facility will be placed in a balancing group separate from the balancing group of the central electricity provider for the supported generation.

3.5 during the CfD period, the storage facility and the power plant may be part of the same balancing group and the corresponding notifications and imbalance settlements may be carried out by the balance responsible party designated by the Investor. Payments of the CfD premium will be based on the production supported, calculated using the commercial records described in point 3.3 above.

3.6. Until the switchover to the CfD, notifications and imbalance settlement for the power plant (supported capacity) shall be carried out within the balancing group of the central electricity provider, in accordance with the electricity market rules and relevant TSO procedures. Notifications and imbalance settlement for the Storage Installation shall be made within the storage facility's balancing group by the balancing responsible party designated by the Investor.

4. Obligations during construction and operation

4.1. The winning investor will build, operate and operate the Storage facility in accordance with:

a) this Annex;

b) Technical offer and any commitment in the Roadmap (if applicable); and

the network codes and requirements in the connection notice;

4.2. The Eligible Mare producer will:

maintain the availability and performance of the Storage Facility in line with industry best practice;

b) ensure the continuous and parametric functioning of all control and data acquisition systems required in accordance with this Annex and the Tender Document;

c) cooperate with the TSO, the contracting party/central electricity supplier and the regulatory authority in any audits or checks related to supported generation, market participation and balancing; and

d) promptly notify the Ministry of Energy, ANRE and the TSO of any significant changes to the configuration or operation of the Storage Installation that could affect compliance with this Annex or the Tender Documentation.

4.3. Any modification that would reduce the storage facility below the minimum capacity thresholds or prevent the proper separation of subsidised generation from commercial activities shall require the prior approval of the competent authorities and may lead to the withdrawal of the status of Large Eligible Producer or support measures, in accordance with the electricity network codes and applicable standards set out in the Tender Document for the entire duration of the renewables power purchase agreement/contract for difference.

4.4. In order to avoid interpretations, the Investor is obliged to ensure the operation of the electricity storage facility at the minimum parameters required in the Tender Document for the entire duration of the PPA/CfD.

ANNEX 8 ROADMAP

1. This Roadmap template has been drawn up in accordance with point 40 (10) of the Auctioning Regulation.
2. In the absence of one or more of the documents listed in Sections 37 to 39 of this Tender Document, the Investor undertakes to submit this Roadmap with the undertaking to obtain, on the basis of an action plan, in accordance with the requirements set out in the Tender Document, the documents necessary for the development, construction and operation of the RES Power Plant, at the application stage, the Technical and Financial Offer and the Storage Facility.
3. In accordance with point 69 of the Auctioning Regulation, during the opening and examination of the qualification of Technical Tenders, the Auctioning Commission checks:
 - a) if all required documents are attached to the Technical Offer, as applicable; and
 - b) whether the Roadmap has been drawn up in accordance with the template and contains the information required by the Tender Documentation.
4. In accordance with point 116 of the Auctioning Regulation, the Eligible Mare producer is required to:
 - a) report on a quarterly basis to the Ministry of Energy on the progress made in the implementation of the presented Roadmap;
 - b) submit to the Ministry of Energy and ANRE a report on the implementation of the project for the construction of the power plant (s) and the storage facility, in accordance with the construction schedule, as well as the information referred to in Article 37 (6) of the Law on renewable energy and, where applicable, the implementation of the Roadmap.

**Roadmap for participation in the tender procedure
the grant of the status of Large Eligible Producer
Investor developing onshore wind power plants
[up to 170 MW supported capacity] and Storage facility
to be installed in the sites selected by them**

1. Supporting documents for grid connection in accordance with Section 39 of the Tender Document

| NO | Qualification criterion Requirement | Condition | Timetable for obtaining the necessary documents | Competent authority/R esponsible person |
|------|--|--|--|---|
| 1 a. | For cases where works to strengthen or upgrade the electricity grid are not required, the Investor shall submit a technical connection opinion issued by the system operator to whose networks the respective power plant and/or storage equipment will be connected; Or | [To be filled in with one of the following: I) the document submitted at the tender stage; or ii) the document will be presented as shown in the chart; or iii) not applicable (with justification)] | [The time limit shall not exceed 20 months from the expected date for the submission of requests and tenders.] | System operator; |
| 1b | For cases where it is necessary for the Investor to support the works to strengthen or upgrade the electricity grid, the Investor shall submit a legal document between the System Operator and the Developer committing the latter to bear the costs associated with the reinforcement or upgrade of existing transmission or distribution grids. | [To be filled in with one of the following: I) the document submitted at the tender stage; or ii) the document will be presented as shown in the chart; or iii) not applicable (with justification)] | [The time limit shall not exceed 18 months from the expected date for the submission of requests and tenders.] | System operator; |

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

| NO | Qualification criteria Requirement | Condition | Timetable for obtaining the necessary documents | Competent authority/R esponsible person |
|----|------------------------------------|-----------|---|---|
|----|------------------------------------|-----------|---|---|

| | | | | |
|------|--|--|---|----------|
| 2 a. | Situation and area plan for the power plant and storage facility with the location of the connection facility to the system operator's networks, as well as access roads; | [To be filled in with one of the following: I) the document submitted at the tender stage; or ii) the document will be presented as shown in the chart; or iii) not applicable (with justification)] | [The time limit shall not exceed 9 months from the expected date for the submission of requests and tenders.] | Investor |
| 2 b. | The list of plots of land to be used for the development and location of the power plant and the storage facility; | [To be filled in with one of the following: I) the document submitted at the tender stage; or ii) the document will be presented as shown in the chart; or iii) not applicable (with justification)] | [The time limit shall not exceed 9 months from the expected date for the submission of requests and tenders] | Investor |
| 2 c. | Copies of documents attesting the right in rem to own the plots of land, including but not limited to (these may include deeds through which ownership has been acquired, land-lease and sale contracts, concession contracts in the case of public land) and, where applicable – as well as valid extracts from the real estate register. | [To be filled in with one of the following: I) document presented at the tender stage; or ii) the document will be presented as shown in the chart; or iii) not applicable (with justification)] | [The time limit shall not exceed 9 months from the expected date for the submission of requests and tenders] | Investor |

3. Supporting documents for environmental protection requirements according to Section 38 of the Tender Document

| NO | Qualification criteria Requirement | Condition | Timetable for obtaining the necessary documents | Competent authority/R esponsible person |
|-----------|---|------------------|--|--|
|-----------|---|------------------|--|--|

| | | | | |
|------|---|--|--|--------------------|
| 3 a. | 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 applicable laws relevant to the environment. | [To be filled in with one of the following: I) document presented at the tender stage; or ii) the document will be presented as shown in the chart; or iii) not applicable (with justification)] | [The time limit shall not exceed 15 months from the expected date for the submission of requests and tenders.] | Environment Agency |
|------|---|--|--|--------------------|

4. Other documents (if deemed relevant by the Investor)

| NO | Qualification criteria Requirement | Condition | Timetable for obtaining the necessary documents | Competent authority/R esponsible person |
|----|------------------------------------|-----------|---|---|
|----|------------------------------------|-----------|---|---|

Date: [--]

Investor: [--]

Representative of the Investigator or Authorised Representative: [--]

Signed: [--]

ANNEX 9
FINANCIAL OFFER FORM

Letter addressed to: Tender Committee

Tendering process: Development and operation of an onshore wind farm with a tendered capacity of [•] in conjunction with the Storage Facility ('the**Procedure**').

The undersigned [-] hereby declares that:

The **electricity price**, which will serve as a fixed price of the electricity produced from the Capacity supported under the PPA and as a strike price allowing the financial settlement of a variable premium depending on the difference between the strike price and the reference electricity market price for the production of electricity from the Capacity supported under the Contract for Differences, as part of the support measures for a period of 15 * years from the date of commissioning of the power plant and storage facilities is:

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

The capacity tendered is [•] MW.

Date: [--]

Investor: [--]

Representative of the Investigator or Authorised Representative: [--]

Signed: [--]

* Having regard to Article 37 (1) of Law No 10/2016 on the promotion of the use of energy from RES and points 44 and 46 of the Regulation on the conduct of tenders for the status of large eligible producer approved by Government Decision, in order to avoid any doubt, the period of 15 years shall be calculated from the date of commissioning, only if the power plant is not commissioned, until the date on which the status of large eligible producer is offered. In the case of plants put into operation, before obtaining the status of large eligible producer, the 15-year period shall be reduced in line with the period that has elapsed since the plant and storage equipment were put into operation and the PPA entered into force, without having any retroactive effect.

ANNEX 10

FINANCIAL CLASS WILL BE RANKED BASED ON THE PARAMETERS BELOW

- 1 Each Investor must provide an Electricity Price in Moldovan lei per kWh for the Capacity tendered under each Project.

Electricity prices above the cap price will not be taken into account for the selection.

Valid electricity prices are ranked in ascending order, with the lowest electricity price ranked first. If necessary, the severance rule will be applied to separate equality.

The first-ranked investors, subject to the carve-out rule and the marginal offer rule, will be declared the winning investor (s).

The Tender Committee reserves the right to request additional information on the Electricity Price and subsequently disqualify the Tender in accordance with the provisions on the abnormally low price under Section 44.

If the first ranked Investors under Section 42.4 fail to go through the procedure in Section 47, the next ranked Investors will be ranked, applying *mutatis mutandis the Offshore Rules and the Rules of the Margin Offer of this Tender Documentation*.

2 **Marginal bid rule**

- a) After the ranking of the financial offers (subject to the Sharing Rule set out in point 3 below, if necessary), there may be a **marginal offer** of only one “*Margin Investigator*” which, if successful, would result in exceeding the total capacity tendered.
- b) In this case, the Auctioning Commission shall request the Margin Investor to reconfirm the Electricity Price offered for the Supported Capacity, adjusted for the total capacity tendered, indicating the deadline for this reconfirmation, which shall not exceed 48 hours.
- c) If the Margin Investor accepts the Tender Commission’s proposal, it shall confirm the acceptance in the form of an electronic document signed with an electronic signature issued pursuant to Act No 124/2022 on electronic identification and trust services.
- d) In the event of refusal, the Auctioning Commission may request from the Next Ranked Investor (if that Investor is marginal) a reconfirmation of the Electricity Price for the Capacity Offered or, where applicable, adjusted in accordance with this paragraph, indicating the deadline for such reconfirmation, which shall not exceed 48 hours.
- e) If necessary, the Auctioning Commission may then request the same reconfirmation from each of the following Qualified Investors in turn until either the full capacity tendered has been awarded or there are no other Investors with Qualified Offers. The status of High Eligible Producer will be awarded to any tenderer with a Marginal Offer thus awarded.
- f) If, at the end of this process, the total capacity tendered has not been fully awarded and there are no other Qualified Investors, the auction shall be invalidated by the Auctioning Commission for the remaining unallocated capacity.

- g) For the avoidance of doubt, the Margin Investor accepting the adjustment of the Supported Capacity to the Total Offered Capacity may deploy the entire Proposed Installed Capacity in its Initial Offer, provided that only the Adjusted Supported Capacity receives support, in accordance with point 41 of the Auctioning Regulation. [Minimum storage space must always be respected]

3. Severance rule

If there are two or more Marginal Investors with identical electricity price (*'Equal Tenders'*) submitted by the Investors (*'Equal Investors'*), the Auctioning Commission will proceed as follows:

- a) The Tender Committee shall establish a new price negotiation round, in which Equal Investors are required to submit revised financial offers (*'Revised Financial Offers'*), indicating the deadline for the submission of the Revised Financial Offer. For the avoidance of doubt, a revised Financial Offer should not exceed the original Financial Offer. If an Investor submits a Revised Financial Offer that exceeds the Initial Financial Offer, it shall become invalid.
If the Investor fails to submit a Revised Financial Offer by the indicated deadline, the Initial Financial Offer becomes a Revised Financial Offer.
- b) Following the submission of the revised Financial Offer eligible in accordance with point (a), the status of High Eligible Producer shall be granted to Investors with the lowest price among Equal Investors until they reach the share of Total Capacity tendered, subject to the Rules of the Margin Offer.
- c) If two or more of the Revised Financial Offers offer the same Electricity Price and the capacities offered by them, if all were awarded, would exceed the Total Awarded Capacity, the Auctioning Commission will require Equal Investors to reconfirm the Electricity Prices for adjusted capacities so that the Total Attended Capacity is reached. The Auctioning Commission shall make the adjustment by reducing the capacity offered by each Equal Investigator by the same percentage so that the total capacity tendered is accurately reached. Investors who reconfirm their prices for scarce capacity may deploy the full installed capacity indicated in their Initial Offer, provided that only the adjusted capacity determined in step (c) receives support, in accordance with point 41 of the Auctioning Regulation.
- d) If one or more Equal Investors identified in step (c) do not reconfirm their price for the adjusted capacity, the Auctioning Commission may require the Next Ranked Investor to submit a revised Financial Offer in accordance with the Margin Offer Rule and the Auctioning Commission will continue the process in accordance with the Margin Offer Rule.
- e) Where the total capacity tendered has not been fully awarded and no qualified investor remains, the auction procedure shall be invalidated by the Auctioning Commission for the remaining unallocated capacity.

ANNEX NO 11
PERFORMANCE GUARANTEE

(To be issued on letterhead paper and the logo of the bank)

Date and place of issuing: [-]

Beneficiary: Government of the Republic of Moldova, through the Ministry of Energy (“**Beneficiary**”)

Bulevardul Ștefan cel Mare and Sfânt nr. 134, 3th floor, Chișinău Municipality, Republic of Moldova

Bank guarantee No [*Please insert bank guarantee reference number*]

Whereas [*please include the name and full identification of the Investor*](hereinafter referred to as ‘Mandate’ or ‘**High Eligible Producer**’) participated in the tender procedure for the development and operation of a onshore wind power plant with a auctioned capacity of [-] and an additional storage facility (‘**Procedure**’) and was granted the status of High Eligible Producer by Government Decision granting the status of High Eligible Producer [*No – of.....*] published in the Official Gazette of the Republic of Moldova and signed Power Purchase Agreement No [___] with the central electricity supplier on [*insert date*] (‘**PPA**’);

and

The principal shall provide the Beneficiary with a performance guarantee to ensure the fulfilment of the contractual obligations for the commissioning and operation of the power plant and the storage facility in accordance with the Renewable Energy Act and the terms set out in the PPA (‘**Guaranteed Obligations**’);

We, the Bank, unconditionally and irrevocably guarantee and affirm the following:

- 1) The Bank, at the first request of the Government of the Republic of Moldova, through the Ministry of Energy, undertakes unconditionally and irrevocably to pay, [*through the branch in Moldova or the correspondent bank*]², to the Beneficiary in [*indicate the treasury bank account*], an amount or several amounts up to a maximum of [*please include the maximum amount calculated as 1248 Moldovan lei/kW*] Moldovan lei (‘**Guarantee amount**’) without any objection, reservation, contestation or protest arising from the Procedure, the PPA or otherwise, in case the Eligible Mare Producer fails to fulfil its contractual obligations for the commissioning and operation of the power plant and the storage facility in accordance with the Renewable Energy Law and the terms set out in the PPA.
- 2) Any such written request by the Beneficiary that the Eligible Mare Producer has failed to fulfil its obligations and that, as a result of that failure, the amount claimed is due to the Beneficiary shall be final, conclusive and binding on the Bank, irrespective of whether or not that failure is contested by the Eligible Mare Producer.
- 3) This guarantee is irrevocable and will remain in force until... [*please include a date that is 30 days after the date of commercial operation of the power plant and storage facilities*] (‘**validity**’). This guarantee may be extended by the bank at the request of the master, so that

² To be included for recognised international financial institutions that have a correspondent bank or branch in Moldova.

the period of validity of this guarantee is not less than the period of validity laid down in the specifications for the procedure. This guarantee shall maintain its value and validity until 30 days after the date of commercial operation of the power plant and storage facilities. Any request for payment under this Guarantee may be made only during the period of validity of this Guarantee.

- 4) Each payment request made by the Beneficiary shall be sent to the original [*Moldovan branch or correspondent bank of* internationally recognised financial institutions] to the Bank on headed paper and signed by an authorised representative of the Ministry of Energy.
- 5) For the avoidance of doubt, the Bank is hereby authorised and will at any time have the right to make payments in respect of a claim up to the guaranteed amount without further investigation or enquiry, and there is no need to consider the validity, authenticity, accuracy and/or correctness of any claim received under this guarantee. Furthermore, the Bank has no obligation to verify or confirm that the person who signed any application is in fact a person authorised to sign such an application on behalf of the Beneficiary.
- 6) The Bank undertakes to make the payment, [*through the branch in Moldova or the correspondent bank*]³, to the Beneficiary into the *account [indicate the treasury bank account]*, within 5 working days of receipt of the Beneficiary's original request for payment.
- 7) The beneficiary shall not be obliged to take action against the said Eligible Mare Producer before requesting the Bank to make payment under this Guarantee.
- 8) The Bank also undertakes not to release this Guarantee from its obligations during its term, unless the Beneficiary gives its prior express agreement in writing.
- 9) *The Bank shall be obliged to pay, [through the branch in the Republic of Moldova or through the correspondent bank of internationally recognised financial institutions], the amount of the Guarantee, or part thereof, only if the Beneficiary submits to the Bank a written request for payment, in accordance with the provisions of this Guarantee, no later than the last day of validity of the Guarantee.*
- 10) This Guarantee is subject to the 'Uniform Rules on Guarantees on Claim issued by the Paris International Chamber of Commerce (Publication No 758)' and, in so far as it is not contrary to the 'Uniform Rules on Guarantees on Claim issued by the Paris International Chamber of Commerce (Publication No 758)', to the laws of the Republic of Moldova, and the courts of the Republic of Moldova shall have exclusive jurisdiction to hear any disputes that may arise from or in connection with this Guarantee.

AS A RESULT, THE BANK SIGNED THIS ACT ON THE ABOVEMENTIONED DATE, MONTH AND YEAR.

Signed by Bank ____ ____ Branch

Through Mr/Ms ____, ____ and his/her authorised official.

³ To be included in the list of recognised international financial institutions which have a correspondent bank or branch in Moldova.

... (Signature of authorised representative)

(Official seal)

OBSERVATIONS:

The bank guarantee must bear the name and position of the official (s) signing the guarantee.

ANNEX 12
ESTIMATED TIMETABLE

| | Milestone | Date |
|------|--|-----------------------------|
| I | Publication of tender documentation | 19 December 2025 |
| III | Deadline for accepting requests for clarifications on the Tender Documentation | 1 February 2026 |
| IV | Tender submission period | 19 February – 31 March 2026 |
| V | Deadline for submission of tenders | 31 March 2026 23: 59 |
| VI | Examination meeting of applications | 2 April 2026 |
| VII | Opening of financial offers and announcement of selected projects | June 2026 |
| VIII | Deadline for signing the PPA | To be confirmed |

ANNEX 13

Model of the regulated contract for the purchase of electricity from RES for Large Eligible Producers

(*Natural/Legal Person*) ____, hereinafter referred to as “**Producer**”, with its legal seat in ____, represented by (*administrator*) ____, which was granted the status of High Eligible Producer by Government Decision No ____ of ____, acting on the basis of the Statutes, on the one hand, and,

ENER, ____ designated by Government Decision ____, hereinafter referred to as the “**Buyer**”, with its legal seat ____, represented by (*administrator*) ____, acting on the basis of the Statute, of the other part, hereinafter referred to as the *Parties* and individually *Party*, has concluded this Contract with regard to the following:

I. SUBJECT MATTER OF THE CONTRACT

1.1. The object of the contract is the purchase by the *Buyer* of electricity produced from RES at the eligible power plant owned or to be owned by the *Producer*.

The fixed price for the purchase of electricity is ____ MDL/kWh established by Government Decision No ____ of ____.

Note: Where a contract is concluded for the purchase of electricity for more than one eligible power plant owned by the *Producer*, indicate the information separately for each eligible power plant.

1.2 the information on the eligible power plant is set out in Annex 1 to this contract.

II. NOTIONS AND INTERPRETATIONS

2.1. For the purposes of this Contract, the terms defined in Law No 10/2016 on the promotion of the use of energy from RES (hereinafter Law No nr.10/2016), Law No 164/2025 on electricity (hereinafter Law No 164/2025) and the following terms and definitions shall be used:

outage – as a result of a design defect, inadequate construction, operating error or damage to electrical or mechanical equipment, which reduces all or part of the electrical power generated, or which leads to a dangerous deviation of the parameters of the power plant’s operating mode from the parameters laid down in the relevant regulatory and technical documents.

location – the location of the installation of the eligible power plant producing electricity from RES, as specified in Annex 1 to this Contract.

calculation period – the period of the calendar month in which the supply of electricity produced from RES is carried out, from 00 to 00 hours on the first day of the month to 24 to 00 hours on the last day of the month. The *parties* agreed to keep electricity records according to local time.

fixed price – price established in the tender for the Eligible Mare Producer who owns or will own a power plant/power plants with an installed/cumulative electrical capacity higher than the capacity limit established in accordance with Article 10 (e) of Law No 10/2016.

new eligible producer – the electricity producer that bought the eligible power plant or the entity with which the eligible producer was replaced in the Government Decision on granting the status of High Eligible Producer.

III. DURATION

3.1. This Contract is concluded for a duration corresponding to the period for which the Eligible Mare Producer and/or the eligible power plant benefit from the 15-year support scheme, unless the conditions laid down in Article 38^{of} Law No 10/2016 are met, and this Contract is replaced by the Contract for Differences.

Note: In accordance with Article 38 (¹) of Law No 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 electricity trading price obtained under the auction procedure will be supplemented by provisions on the market prices recorded on the day-ahead market and on the variable premium determined by the difference between the market price and the strike price set in the auction.

3.2. The period referred to in point 3.1 of this Contract shall begin to run from the date on which the power plant is brought into operation.

3.3. In the event of a change of ownership of the eligible power plant, this Contract shall produce legal effects for the *Producer* until the *Buyer* and the New Eligible Mare Producer sign the addendum to this Contract, in which the Parties' identification data will be updated.

IV. AMOUNT OF RENEWABLE ELECTRICITY

4.1. The quantity of electricity from RES contracted represents the quantity of electricity notified by the *Producer* and *Buyer* and validated by the Electricity Market Operator (hereinafter OPEE), for the calculation period for each trading period of the delivery day, and sold/purchased by the *Parties*, in kWh at the Demarcation Point in accordance with the requirements of Law No 164/2025, the Electricity Market Rules (hereinafter RPEE) approved by ANRE's Board of Directors and the decisions of ANRE's Board of Directors.

4.2. The contracted amount of electricity will be delivered to the *Buyer* by the *Manufacturer* in compliance with the requirements of the RPEE.

4.3. The producer shall draw up monthly reports on electricity deliveries for the *calculation period*, in accordance with Annex 2 to this contract, on the basis of the information submitted by OPEE.

V. RIGHTS AND OBLIGATIONS OF THE MANUFACTURER

5.1. For the purposes of this Contract, the *Manufacturer* shall:

to notify the *Buyer* as soon as possible of the commissioning of the power plant;

(b) to ensure, during the term of the Contract, that the electricity delivered is produced solely from RES;

c) submit to the *Buyer* annual, monthly, weekly and day-ahead forecasts of the quantities of electricity to be delivered, in accordance with the RPEE;

(d) inform the *Buyer* within 24 hours at the latest of any outage of the installation or power plant;

to issue the *Buyer* with a monthly payment invoice for the quantity of electricity produced, determined in accordance with points 4.1 and 4.3;

respond to complaints from the *Buyer* in accordance with the provisions of this Contract;

g) to provide the *Buyer*, at the request of the *Buyer*, with information on the operation of the power plant;

h) to maintain and extend, until their expiry, the permissive acts, permits and/or licences necessary for the exercise of the activity of generating electricity from RES;

I) allow access to the power plant to the authorised representatives of the *Buyer*;

(j) allow the authorised representatives of the *System Operator* access to the eligible power plant at the request of the *Buyer*;

K) to inform the *Buyer*, the Transmission System Operator (hereinafter – TSO) of any change in the installed power of the power plant at least 30 calendar days in advance, in compliance with the provisions of Law No 10/2016, the Balancing Contract and the Procedures drawn up by the TSO in accordance with the RPEE;

(L) to pay the *Buyer* the payment for the negative imbalances caused in the electricity system, in accordance with the provisions of the RPEE and Law No 10/2016;

m) to be part of the balancing group for which the *Buyer* is responsible, until the liquid day market is established;

(N) to pay the penalties provided for in this Contract and in the legislative 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) to comply fully with the terms and time limits of this Contract.

5.2. The rights of the *Producer* are:

to deliver all electricity to the electricity grid at the delimitation point and to be paid for the electricity produced, determined in accordance with points 4.1 and 4.3, the fixed price approved by Government Decision;

b) require changes to the notifications submitted to the OPEE in accordance with the requirements and deadlines set out in the RPEE. By way of derogation, until the conditions for meeting the deadlines laid down in the RPEE are met, require the notifications to be amended by 08-00 on current day n for day $n + 1$ and/or the planning period;

(c) to discontinue the delivery and sale of electricity to the *Buyer* if payments are not made within the period exceeding 30 days after the due date and to obtain the payments for delivered electricity set out in the Contract for breach of contract by the *Buyer*;

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

(e) decide on the balancing group to be part of, once the existence of the liquid day-ahead market has been established.

VI. RIGHTS AND OBLIGATIONS OF THE BUYER

6.1. The obligations of the *Buyer* are:

at the demarcation point, procure the contracted electricity from the *Producer*;

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

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

respond to complaints from the *Manufacturer* in accordance with the provisions of this Contract;

to pay the producer the payment for the positive imbalances caused in the electricity system, in accordance with the provisions of the RPEE and Law No 10/2016;

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 RPEE and Law No 10/2016;

g) to be in charge of the balancing group of *the* Producer until the existence of the liquid day market is established in accordance with Law No 10/2016 and subsequently at the request of the *Producer*.

6.2. The rights of the *Buyer* are:

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

to request that the measurement equipment at the measurement point be checked, or such other checks as it considers necessary, in order to verify the quantity of energy delivered by the power plant in the event of any disagreement between the *producer and the buyer* concerning *the* records of the energy delivered;

to request payment by the *Producer* of the payment for the negative imbalances caused in the electricity system, in accordance with the RPEE and Law No 10/2016.

VII. BILLING AND PAYMENT OF ELECTRICITY PRODUCED RENEWABLE SOURCES AND IMBALANCE SETTLEMENT

7.1. *The buyer shall* pay the producer the value of the electricity from RES calculated in accordance with points 4.1 to 4.3 of this Contract, billing being carried out on a monthly basis in accordance with points 7.2 to 7.7.

7.2. *The producer shall* submit monthly to the *Buyer*, within the first 20 days of the month following the calculation period, the electricity supply report in accordance with point 4.3 and the tax invoice for the quantity of electricity produced from RES sold to the *Buyer*.

7.3. *The buyer shall* pay each tax invoice in full, within 10 working days from the date of submission of the tax invoice and the report on the supplies of electricity by *the producer*, but not earlier than the 15th day of the month following the calculation period. Where the due date is a non-

working day, the due date shall be deemed to be the next business day. The date of payment shall be considered as the date of crediting of the *Producer's* account.

7.4. The *buyer shall* pay the producer the penalty for each day of delay in payment of the amount determined according to the base rate set by the National Bank of Moldova applied to short-term monetary policy operations, starting from the fifth day after the deadline for payment until the actual date of payment of the invoice.

7.5. The fixed price for electricity from RES shall be adjusted annually in accordance with the provisions of the Methodology for determining feed-in tariffs and the prices of electricity produced by eligible producers from RES, approved by Decision No 375/2017 of the Board of Directors of ANRE. In the event of adjustment of the fixed price, the *parties shall* conclude an addendum setting out the amount of the adjusted price, approved by decision of the Board of Directors of ANRE.

7.6. If the *Buyer* contests the value of the quantity of electricity produced from RES indicated on the invoice, he shall send his objections to the *Producer* in writing, stating the amount and the reasons for the contestation, within 5 working days of receipt of the invoice and transfer the uncontested amount by the expiry of the time limit for payment laid down in this Chapter of the Contract.

7.7. If the *Parties* cannot agree on the value of the quantity of electricity produced during the Calculation Period, they shall settle the matter in accordance with points 12.1 to 12.3 of this Contract.

7.8. The imbalances caused by the *Manufacturer* shall be calculated by the *Buyer* in accordance with the RPEE, Law No 10/2016 and this Section.

7.9. The imbalance price shall be calculated in accordance with the RPEE, Law 10/2016 and this section.

7.10. When calculating the power grid imbalances for the calculation period, the measured net position, determined in accordance with the RPEE, shall be adjusted to the net contractual position if it is within the ranges of $\pm 8\%$ when using the wind source and $\pm 4\%$ when using the photovoltaic source.

7.11. The price of the positive imbalance for the quantity of electricity produced by the *Producer* in excess of the upper limit established 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 shortfall from the lower limit established in accordance with point 7.10 shall be limited above 200 % of the *Producer's* fixed price.

7.13. Paragraphs 7.10. — 7.12. applies to the producer until the existence of the liquid day-time market, as defined in Law No 10/2016, is established.

7.14. Where the imbalance caused by the *Manufacturer* results in obligations to pay the *Manufacturer* to the *Purchaser* and the calculated imbalance price is lower than the fixed price, the *Obligation* to pay the *Purchaser* for the imbalance caused by the *Manufacturer* shall be determined using the fixed price.

VII. LIABILITY OF THE PARTIES

8.1. The *parties* shall maintain all information that may be necessary and useful for carrying out and verifying any calculations made in accordance with the terms of this Contract. This information shall be kept by the *Parties* for the duration of the Contract and for at least 5 years thereafter after the expiry of the duration of the Contract.

8.2. If the *Buyer* finds that the *Producer* delivers electricity from a traditional fuel source to the grid, the *Buyer* will suspend payment for the electricity produced. The *buyer* shall recalculate the quantities of electricity produced by the RES power plant for the period after the last verification of the plant by the *Buyer*, or by the System Operator at the request of the *Buyer*, by reducing the quantity of electricity determined in accordance with paragraph 4.1 of this Contract for the period after the Calculation Period by an amount equal to the quantity of electricity produced by the source using traditional fuels, determined according to the flat system.

8.3. The *producer shall* compensate the *Buyer* for the cost of imbalances arising as a result of non-delivery of the quantity of electricity contracted, determined in accordance with points 7.8 to 7.14 of the Contract.

8.4. If it is established that one of the parties *has* failed to fulfil its obligations under this Contract, it shall pay the other party the full *amount* due under the Contract and compensate for the substantiated damage sustained as a result of the breach of this Contract.

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

8.6. Nothing in this *Contract* shall operate to exempt or limit the liability of a *Party* for: intentional failure, fraud or any other problem for which liability cannot legally be exempted. Each Party will mitigate its losses, costs, expenses or damages and undertakes that it will make all reasonable efforts to minimise any loss, cost, expense or damage that it may incur or cause to the other *Party*.

IX. OWNERSHIP AND RISK

9.1. The ownership rights and all risks related to the electricity produced from RES and sold to the *Buyer* by the *Manufacturer* under the terms of this Contract shall be transferred from the *Manufacturer* to the *Buyer* at the Demarcation Point.

9.2. Quantities of electricity from RES not delivered to the *Buyer* by the *Manufacturer* due to unplanned disconnections and/or damage to the power line or substation to which the power plant is connected shall not be a reason for litigation or for the *Manufacturer* to claim compensation and/or damages from the *Buyer*.

X. NON-PERFORMANCE OF OBLIGATIONS DUE TO A JUSTIFIABLE IMPEDIMENT

10.1. *The parties* shall be exempt from liability for partial or complete non-performance of their obligations under this Contract if this is due to an impediment beyond the control of the parties which justifies non-performance of the obligation within the meaning of Article 904 of the Civil Code.

10.2. The *party* invoking the non-performance clause due to an impediment beyond its control is obliged to inform the other party immediately (but no later than 7 days) of *the* occurrence of the circumstances of the impediment justifying the non-performance.

10.3. The occurrence of circumstances giving rise to an impediment justifying non-performance of the obligation, the time of commencement and the time limit for action shall be confirmed by a certificate, duly issued by the competent body, at the request of the party.

10.4. Upon termination of the impediment justifying non-performance of the obligation, the Contract shall be resumed.

XI. TERMINATION AND TERMINATION OF THE CONTRACT

11.1. The following may serve as a basis for terminating the Contract:

1. Expiry of the term of the Contract;
2. Signature of the contract for differences.

11.2. Termination of the Contract at the initiative of the *Buyer* shall occur in the following cases:

a) withdrawal of the status of eligible producer under the conditions laid down in the Regulation on the organisation of invitations to tender for the status of large eligible producer, approved by the Government;

b) the *Buyer's* determination that the *Producer* sells all or part of the electricity under other contracts for the trading of electricity produced at the Power Plant (s) for which it has obtained the status of Large Eligible Producer;

c) establishing that the *Producer did* not lodge the performance guarantee within the time limit, in accordance with the Regulation on the organisation of tenders for the award of the status of Large Eligible Producer.

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

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

XI. DISPUTE SETTLEMENT

12.1. Disputes arising from the provisions of this Contract shall be settled amicably by the *Parties*.

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

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

XII. CONFIDENTIALITY

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

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

XIV. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

14.1. Each *Party shall* guarantee each other that:

is a registered enterprise and that all the information indicated in this Contract is valid and truthful;

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

XV. SPECIAL PROVISIONS

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

15.2. This Contract enters into force on the date on which both *Parties* sign *it*. In case of application of the electronic signature, the date of entry into force shall be considered as the date of its application by the last signatory. This Contract is drawn up in ___ original copies, signed by both *Parties*, except when the electronic signature is applied.

15.3. Electricity shall be delivered and payments paid in accordance with this contract during the implementation of the support scheme.

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

XVI. MODIFICATION OF THE CONTRACT

16.1. Any supplementation and/or modification of the information relating to the contracting parties and the information on the eligible power plant shall be carried out by means of an addendum signed by the *parties*, which shall form an integral part of the contract.

16.2. If, after the conclusion of the Contract, there are changes to the regulatory framework in force, which establish new rules for the production of electricity from RES and/or new rules on the obligations associated with the procurement/sale of electricity from RES or other provisions related to the clauses of this Contract, then the new regulatory regulations will be directly applicable, with the parties being compulsorily notified of this fact.

16.3. If another legal entity is appointed as a central electricity supplier, the newly appointed 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 that this Contract be amended by replacing the natural/legal person indicated in this Contract with the new Large Eligible Producer provided that it has informed the Government of the purchase

of the power plant and that it complies with the requirements of the Regulation on the organisation of tenders for the award of the status of Large Eligible Producer, approved by the Government, Law No 10/2016 and this Contract.

16.5. If the *Producer* cannot honour its obligations towards creditors and/or funders, the *Producer's* creditors and/or funders *may* request the amendment of this Contract by substituting the natural/legal person of the *Producer* for the natural/legal *person* of a new entity, provided that the Decision on the granting of the status of Large Eligible Producer by the Government and the fulfilment of the requirements of the Regulation on the organisation of tenders for the granting of the status of Large Eligible Producer, approved by the Government, and of this Contract are amended.

16.6. In order to amend this Contract by replacing the natural/legal person, the new High Eligible Producer shall submit an application to the *Buyer*, attaching the following documents:

- a) Government Decision on amending the Government Decision on granting the status of Large Eligible Producer, where applicable;
- b) The sales contract of the eligible power plant, where applicable;
- c) Extract and/or Registration Certificate;
- d) Confirmation of ownership of the balancing contract concluded with TSO Î.S. "Moldelectrica";
- e) The signed delimitation act drawn up by the system operator;
- f) Other acts required by the buyer in compliance with the provisions of the legislation in force.

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

SIGNATURES OF THE PARTIES

Addresses and bank charges of the Parties

Manufacturer:

The buyer:

1. Legal addresses:

2. Bank charges:

___ L.Ş.

___ L.Ş.