**TENDER DOCUMENTS**

**On granting support status to**

**Producers developing solar photovoltaic plants**

**[**with Supported Capacity up to 60 MW**]**

**to be installed at sites selected by them**

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**PART 1** **INSTRUCTIONS FOR INVESTORS**

**General provisions**

# The context and legal basis

## The Tender Committee adopts these Tender Documents based on the Law “*On the promotion of energy use from renewable sources*”, No. 10., dated 26 February 2016, as amended (**“Renewable Energy Law”**), Law “*On Electricity*” No. 107 dated 27 May 2016, as amended (**“Law on Electricity”**), Government Decision *'On approval of the Regulation on tenders for granting the status of large eligible producer*' No. 690, of 11 July 2018 as amended (**“Regulation on Renewable Energy Tenders”**).

## In the Tender Documents, capitalised terms used have the same meaning as in the Law on Electricity, the Renewable Energy Law and the Regulation on Renewable Energy Tenders. In addition, capitalised terms used in these Tender Documents have the following meaning:

1. **Admissibility Criteria** means the criteria relating to the legal standing as set out in Section 30.
2. **Applicable Laws** means, with respect to any party, any internationally binding obligation, constitutional provision, Law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorisation, guideline, Governmental Approval, consent or requirement of any Competent Authority having jurisdiction over such Party or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Competent Authority.
3. **Authorized Representative** means the representative of the Investor (or in the case of a Consortium, the authorised representative of the Consortium) authorised to sign the Proposal pursuant to the power of attorney in the form of [Appendix 2].
4. **Beneficial Owner(s)** has the meaning given to it in Section 30.1 l).
5. **Bid Security** means the irrevocable bank guarantee provided by a Investor in order to guarantee such its compliance with its Proposal substantially in the form of [Appendix 7].
6. **Bid Security Validity Period** means the period ending 180 calendar days from the Submission Deadline date, as may be amended or extended at the option given to the Investors in accordance with section of these Tender Documents.
7. **Business Day** means any day other than Saturday, Sunday or public holidays as determined by the Applicable Laws in the Republic of Moldova.
8. **Ceiling Price** means the price equal to [1.67MDL/kWh] as determined by decision 106/2024 of ANRE in accordance with the Applicable Laws.
9. **CfD Counterparty** means the entity designated under Applicable Laws to act as a counterparty in a financially settled Contract for Differences, which is the Central Electricity Supplier or any other entity assigned to take this role on a transitory basis.
10. **Commercial Operation Date** means initially 00:00 hours local time on the immediately succeeding date after the date on which the commissioning of the Facility has occurred in accordance with the Applicable Laws and the Power Purchase Agreement.
11. **Commercial Operation Target Date** means [thirty six (36))] months from the Government decision awarding eligibility status to the Eligible Producer or such other later date as maybe agreed on grounds of impediment justifying non-performance or other reasons not attributable to a default of the Eligible Producer in accordance with the Renewable Energy Law, the Regulation on Renewable Energy Tenders the Support Agreement.
12. **Competent Authority** means any international, national, local or other authority, ministry, inspectorate, department, court, arbitral tribunal, administrative agency or commission or any other governmental, municipal, administrative or regulatory body (in each case to the extent each of the foregoing has jurisdiction over these Tender Procedure.
13. **Consortium** shall have the meaning specified in Section 22 of these Tender Documents.

**Contract for Differences (CfD)** means the financially settled contract for differences between an Eligible Producer and the CfD Counterparty, the key terms of which are adopted by ANRE in accordance with tthe Renewable Energy Law no 10/2016 , for the payment of a symmetric sliding premium against the reference market price in relation to the energy produced by the Supported Capacity of the Facility developed by the Large Eligible Producer.

**Control** means the possibility of exercising decisive influence on an undertaking, natural or legal person, on the basis of shareholding or voting rights, agreements or any other means, either separately or in combination, and having regard to the considerations of fact and law involved.

1. **Conversion** means the conversion of the PPA from a physically settled power purchase agreement to a financially settled power purchase agreement in accordance with the conversion terms set forth in the PPA.

**Conversion Event** means the establishment of sufficiently liquid organised electricity market in accordance with the Electricity Law no. 107/2016 , which meets the following criteria:

there exists a trading platform, based on auctions or continuous correlation mechanisms,

the intraday and day-ahead markets have been operational for at least 12 months,

offers can be modified up to 1h before delivery, and

traded products are consistent with the balancing settlement interval for the respective auction.

**Developer** means an Eligible Producer selected for developing and operating Solar PV Facilities in accordance terms and conditions set forth in these Tender Documents and the Support Agreement. The term of “Developer” is used when referring to the development and operation of the Facility.

1. **Development of Solar PV Facility(ies)** means the development, construction of new Facilities using Solar PV sources, and / or increase of capacity of existing Facilities using solar PV.
2. **Effective Date** means the date of execution of the PPA when only its generic provisions take effect, whereas the supply-related obligations shall become effective on the Commercial Operation Date, in accordance with the Applicable Laws and the PPA.
3. **Electricity Price** means the price offered in the Financial Bid, which (i) shall serve as fixed price for the mandatory offtake of the electricity output from the Supported Capacity in the PPA, and (ii) shall serve as strike price enabling financial settlement of a sliding premium by reference to the difference between the strike price and the reference electricity market price in respect of output from the Supported Capacity in a Contract for Differences, in accordance with terms set forth in the Support Agreement.
4. **Large Eligible Producer** means a producer of electricity from a Solar PV Facility, who is granted the eligibility status as per Section 55 and thus the right to benefit from support measures, primarily in the form of the Support Agreement, awarded through a tender procedure conducted in accordance with the Renewable Energy Law, the Regulation on Renewable Energy Tenders and these Tender Documents. For the avoidance of doubt, the term 'Eligible Producer' as used in these Tender Documents is consistent with the definition of 'Large Eligible Producer' as specified under the Renewable Energy Law, and has been further adapted to reflect specificities of this Tender Procedure. The term 'Eligible Producer' is employed herein as an abbreviated form of 'Large Eligible Producer' for the sake of simplicity.
5. **Evaluation Criteria** means the criteria for the evaluation of the Financial Bids as determined under Section 49 and in particular 49.8.
6. **Facility** means the Solar PV electricity generating equipment and related infrastructure, including the solar panels to be located at a site chosen by an Eligible Producer within the Republic of Moldova (but excluding the assets of the TSO situated (or to be situated) and the Transmission Line at the Site).
7. **Financial Bid** means the price in [Moldovan Lei] per MWh (*specified in 4 decimal places in numbers and words*),, for the energy produced, to be submitted by a Investor as part of the Tender, in accordance as per [Appendix 13].
8. **Governmental Approval** means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorisation issued by or on behalf of any applicable Competent Authority.
9. **Investor** means natural or legal person, registered as an enterprise in the Republic of Moldova or in another state, who applies for the status of a large eligible producer in the tender process and who undertakes the obligation to ensure the financing, construction and operation of one or more power plants using renewable energy sources with an installed capacity greater than the capacity limit set by the Government in accordance with the Law No 10/2016 on the promotion of the use of energy from renewable sources.
10. **Marginal Bid** means a Financial Bid associated with a substantially responsive Proposal whose acceptance together with any Financial Bids associated with a substantially responsive Proposals that have been assigned the same or higher ranking before the application of the Tie-Breaking rules according to the Evaluation Procedure pursuant to Section 49.8 would cause the Total Tendered Capacity to be exceeded.
11. **Marginal Bid Rule** has the meaning set forth in Section 49.8.
12. **Non-Qualified Investor** means an Investor, who has not met the Qualification Criteria, as described in Section 31 and 32 of the Tender Documents.
13. **Offtaker** means the Central Electricity Supplier, as designated or re-appointed acting as offtaker in the PPA.
14. **Offered Capacity** means the total or a part of the installed capacity of the Solar PV Facility to be located at a site chosen by a Selected Investor within the Republic of Moldova, for which a Investor seeks support measures under the Support Agreement, and which cannot be higher than 60 MW (inclusive) across all the Projects submitted by that Investor.
15. **Performance Guarantee or Contract Performance Guarantee** means a security instrument to bemade available by an Eligible Producer to the Government, if that producer is offered the eligibility status in this RFP Procedure as per Section 55, to ensure the fulfilment of contractual obligations for the construction and commissioning of the Solar PV Facility as per the Renewable Energy Law and the terms set forth in the Support Agreement, in a form materially similar to that in [Appendix 14].

**Power Purchase Agreement or PPA** means the power purchase agreement between an Eligible Producer and the Support Counterparty, which key terms are adopted by ANRE in accordance with art 14 c) of the Renewable Energy Law , and which will apply, unless the conditions set out in art. 38 of the Renewable Energy Law are met, and the PPA is replaced by the Contract for Differences.

1. **Pre-Qualified Investor** means the Investor that have cumulatively met the Admissibility Criteria and are being assessed against the Qualification Criteria.
2. **Project** means the design, financing, construction, operation and maintenance of a Solar PV Facility with a minimum installed capacity of more than [1 MW ] and with Supported Capacity up to 60 MW (inclusive)], which is proposed by an Investor to receive support measures, to be located at the site chosen by a Selected Investor within the Republic of Moldova.
3. **Proposed Site** means the site identified and selected by the Investor for the development of a Project as part of its Tender in accordance with this Tender Procedure. A site is generally considered as distinct site if it corresponds to one grid connection point and is to be covered by a single construction permit.
4. **Qualification Criteria** means , criteria relating to land legal documentation as per Section 35, project funding availability as per Section 32, grid connection as per Section 38, and as further defined in the Government Decision 690/2018 and in accordance with the Applicable Laws.
5. **Qualification Proposal** means the part of the Proposal containing information relating to Qualification Criteria on past experience as per Section 31, as well information relating to project funding, land and grid availability as per Sections 32, 35, and 38.
6. **Qualified Investor** means a Investor, who has cumulatively met the Qualification Criteria and the Technical Qualification Criteria.
7. **Recognized international institution** is any non-Moldovan bank or financial institution guaranteeing the bid security and/or the performance guarantee on behalf of a Investor, which has a credit rating requirement of at least [Baa] or equivalent;
8. **Request for Proposals or RfP** means initiation of a tender process by the Tender Committee for the selection of utility-scale, Solar PV Projects, inviting Investors to submit Proposals in accordance with these Tender Documents.

**Roadmap** means, in accordance with the Government Decision no. 690/2018 and as set out in [Appendix 12], the document of assumption by the investor of the obligation to obtain, on the basis of an action plan according to the requirements set out in the tender documentation, the necessary documents for the development, construction and operation of the power plant producing electricity from RES, in the absence of one or more of the documents indicated in the tender documentation at the stage of submission of the bid.

1. **Selected Investor** means an Investor, or a Consortium, selected to be awarded the eligibility status and to enter into a Support Agreement as a result of the evaluation of Proposals and Financial Bids as per Section 49 of this Tender Procedure and which award decision has become final after expiry or completion of the appeals processes.
2. **Special Purpose Vehicle or SPV** means an entity established under Moldovan law in which a Selected Investor or the members of a selected Consortium only, are the only direct or indirect controlling shareholder[s], (in the event of a Consortium, in compliance with the Consortium Agreement).
3. **Support Agreement** means the agreement providing support measures adopted by ANRE, containing the terms for a physically settled Power Purchase Agreement, and, once the conditions set out in art. 381 of the Renewable Energy Law are met, the terms for a financially settled Contract for Differences.

**Supported Capacity** means the total or a part of the installed capacity of the Project, for which a Investor has been selected in accordance with the Marginal Bid Rule and Tie-Breaker Rule to receive support measures under the PPA , and which cannot be higher than [60 MW (inclusive)].

**Supported Output** means the energy produced by the Supported Capacity of the Facility developed by the Eligible Producer.

1. **Support Counterparty** means the counterparty designated in accordance with the Applicable Laws and the Support Agreement to act as Offtaker in the physically settled Power Purchase Agreement, or as CfD Counterparty in the financially settled Contract for Differences, which can be the Central Electricity Supplier or any other entity designated by the Competent Authorities to take such role in accordance with the Applicable Laws.
2. **Tender Committee** means, in accordance with the Government Decision no 690/20184, a group of experts assigned by the Government, responsible for initiation and organization of tenders for the status of Eligible Producer, in accordance with the Renewable Energy Law and the Regulation on Renewable Energy Tenders.
3. **Tender Documents** means the following documents, including all Solar PV tender object related information, including: the procedure for granting the status of Eligible Producer, the tender participation conditions and bid evaluation system, technical conditions for technologies and equipment for production of electricity from solar PV, the bid form, descriptive documentation, instructions for Investors, the forms of guarantees, and other information necessary to Investors for participation in tenders, and for the preparation and submission of Proposals.
4. **Technical Proposal** means a technical proposal containing information relating to the specific permitting, siting and Project feasibility as determined in Sections 32, 33, 34, 35, 36, 37, 38 and related Appendices as per these Tender Documents.
5. **Technical Qualification Criteria** means the criteria and requirements relating to the specific permitting, siting and Project feasibility as described in Sections 33, 34, 36, 37 and related Appendixes.
6. **Technical Specifications** means the minimum technical requirements to be met by a Investor in relation to the Project, as set out in [Appendix 9].
7. **Tie-Breaker Rule** has the meaning set forth in Section 49.8.
8. **Tied Investor** has the meaning set forth in Section 49.8
9. **Total Tendered Capacity** means the total capacity 60 MW of solar PV, which is tendered to receive support measures under this Tender Procedure.
10. **Transmission Line** means a connection to the grid system that the installation requires between the Facility boundary metering point and the grid connection metering point, in accordance with the grid connection notice provided by the TSO/DSO and as further determined in the grid connection agreement to be concluded with the grid operator.

# Request for Proposals Notice

1. In accordance with the Renewable Energy Law and the Regulation on Renewable Energy Tenders, the Government has mandated the Tender Committee to *organise tenders for offering the status of large Eligible Producer,* to investors that undertake to act as Developers of Solar PV Facilities at sites selected by them.
2. The Tender Committee is hereby initiating a tender process for the selection utility-scale, Solar PV Projects and invites Investors to submit Proposals in accordance with these Tender Documents.
3. Participation in this tender process is restricted to Projects with a minimum installed capacity of more than[1 MW ] and which require support for up to 60 MW] of their installed capacity. Through this tender process, the Tender Committee will select Projects that require support measures for all or part of their installed capacity for a Total Tendered Capacity of 60 MW.
4. Investors shall identify Sites for the installation of the relevant Projects in accordance with the Tender requirements, in particular in connection to the Technical Qualification Criteria. For the avoidance of doubt, a Site is considered as separate if it is covered by one Grid Connection point and a single construction permit.
5. For each Project that is successful in the Tender, the Selected Investor shall be offered a PPA for a term starting on the effective date and ending 15 years after the start of commercial operation. The Support Agreement will apply in the form of a physically settled Power Purchase Agreement which guarantees the purchase by the Support Counterparty of the electricity output generated by for the Supported Capacity at the Electricity Price. Once the conditions set out in art. 38 of the Renewable Energy Law are met, the Support Agreement will apply in the form of a financially settled Contract for Difference. The Contract for Difference must guarantee payment of a symmetric sliding premium against the market reference price for the Supported Output in connection to the Supported Capacity in accordance with the pre-set terms and conditions. The terms of such a physically settled Power Purchase Agreement and a financially settled Contract for Differences have been designed to achieve (in so far as possible) the same balance of benefits, liabilities, risks and rewards between the parties.
6. **Option to submit multiple Projects:** For the avoidance of doubt, a Investor may submit more than one Project, provided that each Project has a minimum installed capacity of more than[1 MW ] and the total Offered Capacity does not exceed 60 MW across all the Projects submitted by the Investor. Each Selected Project will have a separate Support Agreement to be entered into by the Support Counterparty and the Selected Investor for that Project. Depending on the number of Projects that have been awarded, one Investor may enter into more than one Support Agreement(s).

# Key principles

## This Tender Procedure is governed by the following underlying principles:

### promote sustainable development of the national economy by the use of new electricity generation sources and ensure safe, reliable and efficient power system operation;

### contribute to the implementation of the state policy objective in the field of energy from renewable sources, such as diversification of primary energy resources and achieving pre-defined targets by 2025 in the most cost-efficient way and converge with 2030 European Union energy policies;

### promote the development of new electricity production capacities from RES by implementing the support scheme for Eligible Producers assigned as a result of participation in the tender, granting the right to have the entire amount or part of electricity produced by the new electricity production capacities from RES and supplied into the grid, supported over a period of 15 years from commercial operation, in the form of a mandatory purchase at the tender electricity price, and subject to establishment of the Converstion Events and conditions in art. 38 of the Renewable Energy Law, in the form of a sliding premium determined as a difference between the strike price and the market price;

### encourage cooperation between public authorities at national and international level aimed at implementing best practices in promoting new, smart and environmentally friendly electricity production technologies from solar PV sources;

### provide objective, transparent and non-discriminatory environment for attracting investments in development of new electricity generation capacities from solar PV, with consideration to environmental protection requirements;

### ensure transparency and publicity for the tendering process;

### ensure equal treatment and objectivity in evaluation of Proposals received.

# Admissible Investors

## An Investor may be a company or a consortium of companies that are private or publicly listed entities, that intend to construct and operate or build and / or operate a Facility using solar PV sources, that meets the admisibility and qualification set in these Tender Documents.

## An Investor may have the nationality or be resident of any country.

## An Investor shall provide such evidence of admissibility as the Tender Committee may reasonably request as per Section 30.2.

# No Conflict of Interest

## A Investor shall not have a conflict of interest. Any Investor found to have a conflict of interest may be disqualified.

## A Investor may be considered to have a conflict of interest for the purpose of the Tender process if the Investor:

### has a relationship with Tender Committee directly through common third parties, that puts it in a position to influence the decisions of Tender Committee regarding this Tender process;

### directly or indirectly controls, is controlled by or is under common control with another Investor;

### receives or has received any direct or indirect subsidy from another Investor;

### has the same legal representative as another Investor;

### has a relationship with another Investor, directly or through common third parties that puts it in a position to influence the Tender of another Investor; or participates in more than one Proposal in the Tender process.

# Cost of Preparing and Submitting Proposals

## The Investor shall bear all costs associated with the preparation and submission of its Proposal, and the Tender Committee shall not be responsible or liable for any of those costs, regardless of the conduct or outcome of the Tender process.

# Language of Proposal

## The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Investor and Tender Committee, shall be written in the Romanian or English language.

## Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English or Romanian language, in the event of any discrepancy between the foreign language document and the English translation and/or Romanian translation, the Romanian translation shall prevail.

# Sections of Tender Documents

## The Tender Documents consist of all the Sections specified below:

### Part I. Instructions to Investors

### Part II. Admissibility and Qualification Criteria

### Part III. Qualification and Evaluation of Proposals

### Part IV. Obligation and Documentary Evidence after Selection

### Part V. Appendices

## Unless obtained directly from the Tender Committee, the Tender Committee shall not be responsible for the completeness of the Tender Documents, responses to requests for clarification, or any addenda to the Tender Documents in accordance with Section 9.

## The Investor is expected to examine all instructions, forms, terms, and specifications in the Tender Documents and to furnish with its Proposal all information and documentation as is required by the Tender Documents.

# Clarification of Tender Documents and Pre-Proposal Meetings

## A Investor requiring any clarification of any part of the Tender Documents shall submit such request for clarification to Tender Committee in writing, at [*insert designated electronic address*] in the form of an electronic document scanned or signed with an electronic signature issued under Law no. 124/2022 on electronic identification services and trust services.

## The Tender Committee will respond to all requests for clarification, provided that such requests are submitted by the deadline set out in [Appendix 16].

### The Tender Committee will publish its response to all Investors including a description of the request for clarification, but without identifying its source, through the [*insert appropriate designated website link*];

### Should the response result in changes to the Tender Documents, the Tender Committee shall amend the Tender Documents following the procedure under Article 10 and publish via [*insert appropriate designated website link*]

## The Investor’s designated representatives are invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. A pre-Tender meeting will take place at [insert place] and the date, and time specified in [Appendix 14].

## Investors are encouraged to submit any requests for clarification to reach the Tender Committee not later than one week before the pre-Proposal meeting.

## Non-attendance at the pre-Proposal meeting will not be a cause for disqualification of an Investor.

# Amendment of Tender Documents

## At any time prior to the deadline for submission of Proposal, the Tender Committee may amend the Tender Documents by issuing an addendum.

## Any addendum issued shall be part of the Tender Documents and shall be published via the electronic System for all Investors and communicated in writing or e-mail to all Proposals who obtained the Tender Documents directly from the Tender Committee.

## To give Investors reasonable time in which to take an addendum into account in preparing their Proposal, Tender Committee may extend the deadline for the submission of Proposals, pursuant to Article 10.1.

# Fraud and Corrupt Practices

## The Tender Committee requires that Investors (including their respective officers, employees and agents), adhere to the highest ethical standards, and report to the Tender Committee all suspected acts of fraud or corruption of which they have knowledge or become aware both during the Tender process and throughout negotiation or execution of the Support Agreement. The definitions of actions set forth below involve the most common types of fraud and corruption but are not exhaustive. For this reason, the Tender Committee shall also take action in the event of any similar deed or complaint involving alleged acts of fraud and corruption even when these are not specified in the following list. In pursuit of this policy, the Tender Committee:

### defines, for the purpose of this Clause the terms set forth below as follows:

#### “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of another Investor or a Tender Committee or Government official, advisor or representative in the Tender process or in Support Agreement execution;

#### “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence the Tender process or the execution of the Support Agreement and includes collusive practice among Investors (prior to or after Proposal submission) designed to establish Financial Bids at artificial non-competitive levels and to deprive the Tender Committee 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 Tender Committee, designed to establish Financial Bids at artificial non-competitive levels or to influence the action of any party in the Tender process or execution of the Support Agreement;

#### “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, persons or their property to influence their participation in the Tender process or affect execution of the Support Agreement;

#### "Obstructive Practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Tender Committee investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or (b) intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of Tender Committee’s inspection and audit rights provided for under Section 42 below.

### shall reject a Proposal if it determines that the Investor, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for this Tender or other projects in Moldova;

### shall sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Support Agreement if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices; and

### shall have the right to require that a provision be included in the PPA and in any agreement between the successful Investor and any of its suppliers, contractors and consultants permitting Tender Committee to inspect their respective accounts and records and other documents relating to the Tender and performance of the PPA and to have them audited by auditors appointed by Tender Committee.

# Proposal Requirements and documents

## The submission by the Investor should contain four (4) folders with all the information pertaining to the Proposal, as follows:

### **“General Information Proposal folder”** containing the documents listed in Section 30, containing:

#### Proposal Letterin accordance with Section 13 and form in [Appendix 1], taking responsibility for all terms and conditions set forth;

#### General information in the form specified in Section 30, and accompanied by the documentary evidence listed in Section 30.2;

#### Bid Security as per Section 21, in the form specified in [Appendix 7]

### **“Qualification Proposal folder”** containing documentary evidence:

#### for technical capability, as per Section 31.2;

#### for connection to the grid Section 38.2;

#### on project funding availability Section 32.2;

#### on project financial credibility 33.2;

#### for land Section 35.2.

### **“Technical Proposal folder”**, containing:

#### The Technical Proposal submission fully and correctly completed;

#### Any the information as stipulated proposal forms, in sufficient detail to demonstrate the adequacy of the Investor’s Proposal to meet Technical Requirements and Equipment Specifications in [Appendices 9, 10 and 11].

### **“Financial Bid folder”**, containing:

#### the Investor’s Financial Bid, as specified in Section 16, indicating the [Price per kWh] as in form [Appendix 13].

# Proposal Letter

## The Proposal Letter shall be prepared using the relevant form provided in [Appendix 1].

## In the Proposal Letter, the Investor shall confirm the bid submission and its will to develop and operate the solar PV power plant (the Project), in accordance with the requirements set forth in these Tender Documents and terms and conditions of the Support Agreement.

## Any Proposal not including the Proposal Letter in the required form will be rejected by Tender Committee as non-compliant.

# Qualification Proposal

## In accordance with Sections 31, 32, 35, 38, the Investor shall provide its Qualification Proposal in the forms set out in Section 31.2, to confirm its technical and financial capabilities to perform the Project and documentation as required under Sections 32.2, 35.2, 38.2 to confirm its availability of project funding, availability of land and grid connection for the proposed Project.

## As specified in Section 40, the investor can also be admitted to the auction on the basis of a Roadmap, with an obligation to render all of the necessary documents required for the development, construction and operation of the power plant producing electricity from renewable energy sources, specified by the investor in the Roadmap at the stage of submission of the bid.

# Technical Proposal

## In accordance with Sections 33, 34, 36, 37, the Investor shall provide its Technical Proposal documentation in the forms set out in 33.2, 34.2, 36.2, and 37.2 to demonstrate technical feasibility, resource adequacy and environmental compliance of the Proposed Site and Project.

# Financial Bid

## The Financial Bid must contain the Price per kWh of electricity produced by the Facility, offered by the Investor (‘Electricity Price’), as per the form in [Appendix 13]. The Electricity Price shall be VAT exclusive and expressed in MDL. The Electricity Price shall be binding on the Investor.

# No reservations or alternative proposals

## Investors may not make reservations in their Proposal, including in respect of the Tender Documents.

# Price Ceiling

## An Electricity Price may not exceed the Ceiling Price for solar PV technology of 1.67 MDL/kwh, as determined by ANRE in accordance with Decision 106/2024.

## The Tender Committee will reject any Tender with an Electricity Price higher than the Ceiling Price.

# Currencies of the Proposal and Payment

## The currency of the Proposal and the currency of payments shall be Moldovan LEI (MDL). [The Electricity Price can be subject to adjustments by the ANRE in accordance with the approved methodology and depending on the evolution of the exchange rate of the national currency against the USD, in accordance with Article 37(1) of the Renewable Energy Law].

# Period of Proposal Validity

## Proposals shall remain valid for a period after the Proposal Submission Deadline, as prescribed by the Tender Committee in accordance with [Appendix 1]. A Proposal valid for a shorter period may be rejected by Tender Committee as non-compliant.

# Bid Security

## The Investor shall include as part of its Proposal a Bid Security for [140 MDL/kW ***of Offered Capacity]****.*

## The Bid Security shall be an unconditional bank guarantee issued by a financial institution located in Moldova or recognized international institutions, in the form substantially similar to that provided in Appendix 7. The Bid Security shall be valid for the Proposal Validity Period.

## Any Tender not accompanied by a Bid Security in a form substantially similar to that provided in Appendix 7 may be rejected by the Tender Committee as non-compliant.

## The Bid Security of the Investors ranked lower than Investor(s) selected up to the Tendered Capacity, subject to the Marginal Bidders` and Tie-Breaker Rules, in the Proposal Comparison in accordance with Sections 49 and 49.8 shall be returned at the earlier of:

### The date the successful Ranked Investor furnished the required Performance Guarantee and executed the Support Agreement; or

###  90 days from the date of Proposal submission or as per a longer deadline as may be agreed between the Parties upon due request by the Tender Committee.

## The Bid Security of the successful Investors shall be returned promptly once the successful Investors have furnished the required Performance Guarantee.

## The Bid Security may be forfeited, at Tender Committee’s sole discretion, if:

### Investor withdraws its Proposal during the period of Proposal validity specified by the Investor on the Proposal Letter, or any extension thereto provided by the Investor; or

### Investor provided false, misleading information, for which reason was eliminated or excluded or disqualified from the tender process.

### The successful Investor fails to:

* + - furnish a Performance Guarantee in accordance with Section 57 or
		- execute the Support Agreement in accordance with Section 55.

## In the case of the investor who was admitted to the auction based on a Roadmap, the Bid Security will be retained simultaneously with the Performance Guarantee and will be returned only after the presentation of all the documents, according to the schedule specified by the investor in the Roadmap.

# Structure of Investor

## **Consortium or Joint Venture**. In the case of a Investor being a Consortium / joint venture, the following requirements must be followed:

### the Proposal Letter must be signed by each member of the consortium / joint venture or by a duly appointed Lead Member of the Consortium / joint venture by Power of Attorney;

### the Investor must demonstrate to the satisfaction of the Tender Committee that it (including through any consortium / joint venture members) fulfills Tender Documents requirements and has the capability to undertake all elements of the Project in accordance with Tender Documents:

* + - for a consortium member to contribute towards satisfaction of the Technical Past experience, and other Qualification Criteria it must have a minimum shareholding of [20%] in the Consortium;
		- the Consortium must demonstrate that it possesses the powers to make available technical and financial resources of that member necessary for the performance of the Project;
		- all Consortium members shall be jointly liable from the eligibility status until the achievement of the Commercial Operation Date for the Project under the Support Agreement;

### members of the Consortium shall enter into a consortium agreement, which (i) confirms each member’s commitment and compliance with the above requirements, (ii) clearly identifies the percentages of each member’s participation in the Consortium, and subsequently the participation in the SPV, (iii) indicates detailed contributions, scope of work and duties and responsibilities of each of the members in the Consortium in the Project, and (iv) designates a lead member which is irrevocably authorized to represent the Consortium in the Tender Procedure (“**Lead Member**”).

## A member of a Tender Consortium cannot participate in more than one Consortium or Investor. This principle does not apply to sub-contracting of works or services; in which case same sub-contractors may participate in more than one Tender.

## **Reliance on credentials of group of companies**. A Investor may rely on credentials or experience of related companies’ part of the same group to meet the Qualification Criteria only on the condition that it can demonstrate effective Control over that company. To this purpose, it shall submit evidence that it exercises Control, which may include corporate excerpts, articles of associations, shareholder agreements or other agreements establishing Control by the Investor or any of the Consortium members over that company.

# Conformity with the Tender Documents

## Investors shall prepare the Qualification Forms and Schedules in strict conformity with the requirements of the Tender Documents. Investors shall answer all parts relevant to the Qualification Forms and Schedules in an accurate and detailed manner, disclosing all the information requested, as well as any additional information or data required to clarify, substantiate and, in general, support the Qualification Forms and Schedules.

# The principle of multiple Proposals

## Each Investor may either individually or as a member of a joint venture or Consortium, submit more than one Proposals for Projects to be located in different Proposed Sites selected by the Investor.

# Form and Submission of Proposals

## The Investor shall prepare and submit the Proposal and its documentary evidence and schedules as per these RFP Documents in the English **or** Romanian language.

## Proposals must be submitted by registered mail post [*insert address of the Tender Committee or Ministry`s where RFQ Applications are to be delivered*], or electronically through the [designated electronic address] in the form of a scanned document or an electronic document signed with an electronic signature issued under Law no. 124/2022 on electronic identification services and trust services.

## Proposals must be drawn up in the manner, order, numbering and format determined in this Tender Documents, be printed or written in ink that cannot be deleted, and duly signed by the authorized representative of the Investor or the Investor Consortium.

## The Investor shall submit an authorization for the person authorized to sign the Tender on behalf of the Investor, in the form indicated in [Appendix 2].

## The Proposal must be initialized on every page and all forms, declarations or schedules must be signed by the authorized person. Pages of the Proposal shall be numbered successively and attached one with the other. Manuals, if any, accompanying the Technical Proposal shall be submitted in the English or Romanian language.

## The Investors may contact the support team for assistance on electronic tender submission procedures, before the deadline for the tender submission, during working hours, at the address: [insert contact details of the contact point for tender assistance].

## If the Proposal contains abbreviations to denote technical or other concepts, the Investor must provide definitions of the abbreviations in an accompanying table.

## Folders for the Proposal submission shall contain:

* + the name and address of the Investor;
	+ the Tender Committee address indicated in [insert address details ];
	+ tender number, indicated in [insert number to be provided as per internal records].
	+ a warning “Do not open before the time and date indicated in [Appendix 15].”

## Should Folders not be sealed and marked as required above, the Tender Committee will not be held responsible for their incorrect placement or for their opening in advance.

# Deadline for Submission of Proposals

## The deadline for submission of Proposals is set out in [Appendix 15].

## The Tender Committee may, at its discretion, extend the deadline for the submission of Proposals by amending the Tender Documents in accordance with Section 10, in which case all rights and obligations of Tender Committee and Investors previously subject to the deadline, shall thereafter be subject to the deadline as extended. Proposals shall confirm extension of their Proposal Validity and Bid Security accordingly.

# Late Proposals

## Tender Committee shall not consider any Tender that is submitted after the deadline for submission of Proposals, in accordance with Section 26. Any Proposal received by Tender Committee after the deadline for submission of Proposals shall be declared late, rejected, and not registered. The Investor shall be notified of the Tender Committee’s determination, per Art.60 of GD690/2018Responsibility for timely submission of Proposals lies exclusively on the Investor.

# Withdrawal, Substitution and Modification of Proposals

## Investors are allowed to modify or withdraw their submitted Proposals any time prior to the deadline, by sending a due written notice in accordance with Section 25 duly signed by the authorized representative of the Investor or the Investor Consortium.

## Investors do not have the right to withdraw their Proposals or any part thereof after the deadline for the submission of Proposals. If a Proposal or any part thereof is withdrawn after this date, the Investor shall be subject to penalties and in particular to:

### declaration of the Investor in default and deprivation of all of its rights to the Award of the Support Agreement;

### forfeiture of the Bid Security in favor of the state budget, without further formality or legal action; and

## No Tender may be , substituted or modified after the Submission Deadline.

# Opening of Proposals

## The Tender Committee shall open the Proposals submitted by the Submission Deadline, in public on [insert date and time ]; at the address, [insert address details].

## The Tender Committee shall open Proposals one by one, in accordance with the Qualification and Evaluation phases set forth in Sections 12, 14, 15 and 42. The Tender Committee is entitled to elect to open all Qualification and Technical Proposal documents at a single stage and apply the sections on clarifications and seeking additional information in accordance with Section 43 for all phases simultaneously.

## The Tender Committee shall prepare a notice on the Opening of Proposals, which ought to be signed by all its present members and in accordance with the decision-making rules set forth in the Regulation on Renewable Energy Tenders.

**PART 2
ADMISSIBILITY, QUALIFICATION AND TECHNICAL QUALIFICATION CRITERIA**

# Admissibility requirements

## To participate in the tendering procedure, the Investor shall comply and submit the tender documents and information, demonstrating the following:

### The Investor shall be duly registered in accordance with the legislation of the Republic of Moldova or in another country, where they are established;

### The Investor is not in a state of insolvency or unable to pay according to the provisions of Insolvency Law no. 149/2012 (as amended on 25.03.2024);

### The Investor is not bankrupt or in liquidation, his activities are not under judicial administration, are not the subject of a preventive arrangement, ad hoc mandate or any other agreement concluded with creditors, its activity is not suspended, he is not the subject of a procedure related to these issues and he is not in any other similar situation that would result from a similar procedure provided for by national legislation;

### The Investor has fulfilled its obligations to pay taxes, fees and social security contributions, in accordance with the legal provisions applicable in the Republic of Moldova or in the country where the Investor has his head office or is established;

### Neither the Investor nor its legal representative have been convicted by a final judgment of a court of law for an act affecting professional ethics or for making a mistake in professional matters;

### Neither the Investor nor its legal representative have been convicted by a final judgment of a court of law for fraud, corruption, participation in a criminal organization, money laundering or terrorist financing, crimes related to terrorism or any other illegal activity that harms the financial interests of the Republic of Moldova [and the European Union];

### The Investor is not the subject of a decision to an outstanding recovery order under the Law on State Aid No. 139/2012 (as amended on 24.11.2023);

### The Investor is not an undertaking in difficulty within the meaning of the definition of the Guidelines on State aid for rescuing and restructuring non-financial undertakings in difficulty;

### Neither the Investor, its direct or indirect shareholders, controllers, parent undertakings, subsidiaries nor its legal representative, including any of their respective directors, officers, employees or agents, is or has been subject to any international sanctions imposed by the United Nations, the European Union, the Republic of Moldova (e.g., through Law No. 75/2020 on the Procedure for Establishing Violations of Prevention of Money Laundering and Terrorist Financing and Imposition of Sanctions, or the Law on Prevention and Combating of Money Laundering and Terrorism Financing, no. 308/2017), or any other authority with jurisdiction over them.

### The Investor and any shareholder in its ownership chain, including its ultimate beneficial owner, or any of its subsidiaries or principals, must not reside, have activities in, trade with or have links to the countries embargoed by OFAC or subject to EU or UN sanctions or is in a country that is blacklisted by the EU;

### disclose information on Beneficial Owners of the Investor (or each member of a Consortium), i.e. natural person(s) who ultimately own or control a company (SPV) and/or the natural persons on whose behalf a transaction or project is being conducted, and/or those persons who exercise ultimate effective control over a legal person or arrangement, have substantial economic interest in or receives substantial economic benefit from a company. These should encompass in particular individuals who meet one or more of the following five conditions:

* + - directly or indirectly holds more than 10% of shares in the Prospective Investor;
		- directly or indirectly holds more than 10% of voting rights in the Prospective Investor;
		- directly or indirectly holds the right to appoint or remove a majority of the directors of the Prospective Investor;
		- has the right to exercise, or actually exercises, significant influence or control over the Prospective Investor; and/or
		- where a trust or firm would satisfy one of the first four conditions if it were an individual, any individual holding the right to exercise, or actually exercising, significant influence or control over the activities of that trust or firm.

### The Investor does not simultaneously carry out the activity of transmission system operator, distribution system operator, electricity market operator or Central Electricity Supplier on the territory of the Republic of Moldova.

( “**Beneficial Owners**”).

## **Documentary Evidence**: To comply with the above admissibility requirements the Investor shall submit the following documentary evidence:

### a declaration under its own responsibility that the Investor complies with the conditions set forth in tendering documents, and that the information and documents submitted by the Investor are correct and accurate, in the form indicated in [Appendix 1];

### decision on the registration of the enterprise and/or a commercial extract issued by the state registration authority or an excerpt issued by the competent public authority in the jurisdiction of the Investor, evidencing the registration of the Investor as a legal entity;

### a copy of the identity document of the administrator or legal representative of the investor and, if necessary, a copy of the identity document of his legal representative

### Power of Attorney as per the form in [Appendix 2];

### copies of the documents or certificates issued by the competent authorities in the country of registration of the Investor certifying confirmation of the fact that the Investor is not under the liquidation, insolvency procedure and testifying to the fact that its assets are not sequestrated and its activity is not suspended. Where the country of registration does not issue said documents, the Investor ought to submit only a bona fide declaration outlining also unavailability of such documents in the country of registration as per the form in [Appendix 4];

### copies of the documents or certificates issued by the competent authorities in the country of registration of the Investor on criminal records or other equivalent documents issued confirming there are no criminal charges or decisions against the Investor. Where the country of registration does not issue said documents, the Investor ought to submit only a bona fide declaration as per the form in [Appendix 3];

### an attestation issued by a competent public authority in the jurisdiction of the Investor (i.e. tax authority), certifying that the Investor does not have unsettled tax liabilities or social security obligations, except where the Tender Commission deems such debt to be insignificant in Moldova or another relevant jurisdiction;

### a written statement from the Investor as per the form in Appendix on the conflict of interest;

### a document evidencing the organizational structure of the Investor as per [Appendix 5];

### as to Beneficial Owners disclosure, disclose information on beneficial owners of the Prospective Investor (or each member of a Consortium) as detailed in [Appendix 5] including an up to date list of shareholders and information on ultimate beneficiaries of the Prospective Investor. Information for each beneficial owner must include:

* + - the present full name and any former name;
		- nationality and national identity number;
		- country of residence;
		- the date and place of birth;
		- level of beneficial ownership; and
		- details of how ownership, control or economic interest is exerted. If all such details have been filed on a centralized beneficial ownership register in the country of registration, the application may fulfill this requirement by cross-referencing and attaching such filing. Each member of a Consortium should disclose beneficial ownership information. A Investor shall give written notice to the Special Commission, as soon as reasonably practicable, of any material change, including changes in beneficial ownership from that originally reported.

## In the event that the Investor does not submit satisfactory documentary evidence on general participation requirements, the Tender Committee may exclude or disqualify the Investor as ineligible in accordance with Section 42.

# Availability of Project funding

## The Investor shall demonstrate availability of own sources, bank guarantees, co-financing for project implementation or availability of a viable plan for financing the proposed Project.

## **Documentary Evidence**: To satisfy to the above requirements, the Investor shall submit the following documentary evidence of trustworthy and verifiable funding to cover the total value of the proposed Project investment in the form of either:

### letter(s) of "in principle" support issued by recognized financial institution(s) with a minimum credit rating of Baa by Moody's (or equivalent); and for Moldovan Banks

### authorisation from the company's board, or similar highest decision-making authority of the Investor to provide funding from internal sources; or

### a combination of (a) and (b) above.

# Technical Credibility of the Project

## The Investor shall present a description of the project which shall include an overview of the project and demonstrate compliance with the technical requirements set out in the tender documentation, including that the power plant equipment for generating electricity from RES has not been previously used and is of new production, manufactured less than 36 months prior to the commissioning of the power plant in question

## **Documentary Evidence**: To satisfy the above requirement, the Investor shall submit the following documentary evidence:

### Binding statement issued by the Investor attesting compliance of the equipment and of the design, construction, commissioning, and operation of the Project with the international standards and technical specifications listed above and in [Appendix 9].

### Calendar of the project, including construction commencement date and estimate project completion date.

### Binding statement that all main equipment to be used for the construction of the Project will be new and fit for use with full guarantees in action, or [no older than 48 months].

To demonstrate the technology and equipment complies with the quality standards set by the Tender Committee, the Investor may include in its Tender specialised literature, drawings, excerpts from catalogues and other supporting technical data.

# Eligibility of land for the location of the power plant using RES

## The Investor shall demonstrate the eligibility of land for the Facility`s location within the area proposed by the Developer, as well as land for the way of the Transmission Line.

## **Documentary evidence**: To satisfy the above land eligibility requirement, the Investor shall submit the following documentary evidence:

### proposed layout of the Facility, and passage of the Transmission Line, as well as access roads;

### a list of land plots to be used for developing and locating the Facility and for the passage of the Transmission Line;

### the original and copies of documents that proof ownership rights/or rights of use of those land plots listed under (b) (these may include without limitation ownership transfer agreement over the plot of land, lease agreements, agreements providing land free of charge by the local government, sale and purchase agreement, superficies, agreements conferring servitude rights or rights of way for the Transmission Line, or any other agreements transferring real rights over the relevant land plots), as well updated extracts from the Real Estate Register;

### depending on the land plots to be used for the Facility development, where applicable confirmation of a change in the purpose of the agricultural land plot and / or a decision to approve the replacement category of the assignment made in accordance with the Regulation on the transfer, change of purpose and exchange of land, approved by Government Decree No. 1170 of October 25, 2016, as amended.

# Environmental protection requirements

## The Investor should ensure compliance with environmental requirements in accordance with [Appendix 10].

## **Documentary Evidence**: To satisfy the above requirements at the prequalification phase, the Investor shall submit:

### the environmental agreement or, where applicable, the preliminary environmental impact assessment decision by the Environmental Agency or any other Competent Authority, including the environmental impact assessment program, in accordance with the Law No. 86/2014, as amended or any other Applicable Laws of relevance in environmental matters,

[*Internal Note: In the event based on the EIA program, an in-depth impact assessment and a biodiversity assessment are required in accordance with Law No. 86/2014, this in-depth EIA may take up to 2 years and therefore has been moved to post-award obligations. If applicable, the in-depth EIA needs to be taken into account with regard to the deadlines for the commissioning of the Facility. The EIA program, and Preliminary ESIA where applicable, shall identify the main risks, assessments and timelines*].

and

### a Preliminary Environmental Impact Assessment in accordance with [Appendix 10].

# The reliability of the RES power plant grid connection

## The Investor shall demonstrate the reliability of connection of the Facility(ies) to the electricity transmission or distribution grid networks.

## **Documentary evidence**: To satisfy the above grid reliability requirement, the Investor shall submit the following documentary evidence:

### for cases where there is no need the developer bears electrical grid reinforcement or upgrade works, submit a **technical connection notice** issued by the system operator to whose networks the corresponding power plant will be connected; or where possible a binding offer issued by the grid operator; or

### for cases where there is a need the developer bears electrical grid reinforcement or upgrade works, it shall submit a legal document concluded between the system operator and the developer, whereby the latter undertakes to bear costs associated with the reinforcement or upgrade of the existing transport or distribution grids.

# Roadmap

In the absence of one or more documents listed under Sections 35.2, 37.2 and 38.2 of the present tender documents and under p.43 sbp. 2-6 of the Government Decision No.690./2018, the investor undertakes to submit the roadmap with the assumption of the obligation to obtain, on the basis of an action plan according to the requirements set out in the tender documentation, the necessary documents for the development, construction and operation of the power plant producing electricity from renewable energy sources, at the stage of submission of the bid, in accordance with [Appendix 12].

**PART 3
QUALIFICATION AND EVALUATION OF PROPOSALS**

# Confidentiality

## The Tender Committee will treat all Proposals with confidentiality.

## The Tender Committee reserves the right to publish anonymized statistics about the tendering round. The Tender Committee is obliged to publish information about the content of the winning Financial Bids.

## Information relating to the evaluation of Proposals shall not be disclosed to Investors or any other persons not officially concerned with the Tender process until the Proposal ranking is communicated to all Investors in accordance with Section 54:

## Any attempt by a Investor to influence Tender Committee in the evaluation and ranking of the Proposals may result in the rejection of its Proposal.

## Notwithstanding the above, from the time of Proposal opening to the time of Support Agreement award, if a Investor wishes to contact Tender Committee on any matter related to the Proposal process, it may do so *via* [insert contact details].

# Deviations, Reservations and Omissions

## During the evaluation of Proposals, the following definitions apply:

### “Deviation” is a departure from the requirements specified in the Tender Documents;

### “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Documents; and

### “Omission” is the failure to submit part or all of the information or documentation required in the Tender Documents.

# Determination of Responsiveness

## Tender Committee’s determination of a Proposal’s responsiveness is to be based on the contents of the Proposal itself, as defined in Section 42.2.

## A substantially responsive Proposal is one that meets the requirements of the Tender Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

### if accepted, would:

#### affect in any substantial way the scope, and requirements of the RFP Documents; or

#### limit in any substantial way, inconsistent with the Tender Documents, Tender Committee ’s rights or the Investor’s obligations under the Support Agreement; or

### if rectified, would unfairly affect the competitive position of other Investors presenting substantially responsive Proposals.

## Tender Committee shall examine the technical aspects of the Proposals submitted in accordance with Section 12.1 have been met without any material deviation, reservation or omission.

## If a Proposal is not substantially responsive to the requirements of the Tender Documents, it shall be rejected by Tender Committee and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

# Non-material non-Conformities

## Provided that a Proposal is substantially responsive, the Tender Committee may waive any non-conformity in the Proposal.

## Provided that a Proposal is substantially responsive, the Tender Committee may request that the Investor submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the Proposal related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Bid. Failure of the Investor to comply with the request may result in the rejection of its Proposal.

# Correction of Arithmetical Errors

## Provided that the Proposal is substantially responsive, the Tender Committee shall correct arithmetical errors on the following basis:

### if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

### if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.

## Investors shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with this Article may result in the rejection of the Proposal.

# Selection of Investors and Evaluation of Proposals

## The qualification of Investors and the evaluation of Proposals will be undertaken in four stages:

### the Admissibility Stage; followed by

### the Qualification Stage; followed by

### the Technical Qualification of Proposals; followed by

### the Financial Bid Stage.

# Admissibility of Investor

## The Tender Committee shall consider as admissible only those Proposals that fulfill the Admissibility Criteria in Section 30, by verifying they contain the due documentary evidence as indicated in Section 30.2.

## The minutes of the opening of applications and the examination of the admissibility of investors shall be drawn up by the Secretary of the Tender Committee, in accordance with the provisions of the Government Decision XXX/2024 and the tender documents, provided that the procedure for contesting the results in Section 52.2 is followed.

# Qualification of Proposals

## For Proposals not rejected under the Admissibility Stage in accordance with Section 46.1, the Tender Committee shall determine to its satisfaction whether each Investor meets the qualifying criteria specified in Qualification Criteria in Sections 31, 32, 35, 38.

## The determination shall be based upon an examination of the documentary evidence of the Investor’s qualifications submitted by the Investor, pursuant to Sections 31.2, 32.2, 35.2 and 38.2.

## In the event the Tender Committee admits the investor to the auction on the basis of a Roadmap, the Tender Committee checks whether the roadmap has been drawn up according to the model and contains the information required by the tender documentation.

## An affirmative determination shall be a prerequisite for determination of Proposal Responsiveness under Article 42. A negative determination shall result in Disqualification of the Proposal.

# Technical Qualification of Proposals

## The purposes of Technical Qualification are to demonstrate to the Tender Committee that the Investor has considered and adequately addressed all issues that might arise in the design, construction, procurement, commissioning, operation and maintenance of the Project in accordance with Technical Qualification, and Technical Specifications Criteria in Sections 33, 34, 36, and 37.

## The Tender Committee will confirm the names of the Investors that have satisfied the Qualification Criteria set forth in Section 47, and proceed to open and satisfaction of the Technical Qualification Criteria in Sections 33, 34, 36, and 37 by the Technical and O&M Proposals. The determination shall be based upon an examination of the documentary evidence of the Investor’s qualifications submitted by the Investor, pursuant to 33.2, 34.2, 36.2 and 37.2 and [Appendix 9, 10, 11]. In the event the investor has been admitted to the auction on the basis of the Roadmap [Appendix 12], the Tender Committee checks if all documents required by the Roadmap as appropriate are attached to the technical offer.

## An affirmative determination shall be a prerequisite for determination of Proposal Responsiveness under Section 42. A negative determination shall result in Disqualification of the Proposal.

# Evaluation of Financial Bids

## Tender Committee shall use the criteria listed in Section 49.8. No other evaluation criteria or methodologies shall be permitted. To evaluate a Proposal, Tender Committee shall consider the following:

### the Evaluation Criteria; and

### the adjustment for correction of arithmetic errors in accordance with Section 44.

## Proposals not rejected under Qualification stages in accordance with Sections 46, 47 and 48, will be admitted for financial evaluation. The Tender Committee will confirm the names of the Investors that have satisfied the Technical Qualification Criteria and proceed to open and evaluate the Financial Bid.

## Following the completion of the evaluation of the Technical and O&M Proposals, the Tender Committee shall open the Financial Bids for all Investors that have not been previously rejected or disqualified.

## The Tender Committee will evaluate the Financial Bids in accordance with the procedures set out in Section 49.8.

## For the purpose of the evaluation of the Financial Bid, the Tender Committee shall verify the content of the Financial Form to determine the degree to which it meets the requirements of the Tender Documents, in accordance with Section 16 and [Appendix 13].

## If the verification procedure establishes that the Financial Form has not been completed in accordance with the Tender Documents, or contains assumptions or qualifications, then the Tender Committee may reject the Proposal.

## Where the Tender Committee considers a Financial Bid to be abnormally low pursuant to Section 50 then, the Tender Committee may request in writing the Investor to supply, within ten (10) Business Days of being requested to do so, those clarifications about the composition of its Financial Bid which the Tender Committee may deem advisable. The Tender Committee shall examine the clarifications and shall decide whether to accept them or reject the Proposal.

## The Tender Committee shall compare all substantially responsive Proposals to determine the score of each Proposal in accordance with the methodology below.

|  |  |
| --- | --- |
|  | **Ranking** **The Financial Bids will be ranked based on the parameters below.**  |
| 1. 1.
 | Each Investor must provide an Electricity Price in Moldovan Lei per kWh for its Offered Capacity of the Project.Electricity Prices which exceed the Ceiling Price will not be considered for selection.Valid Electricity Prices are ranked in ascending order, with the lowest Electricity Price being ranked first. If necessary, the Tie-Breaker Rule will be applied to break ties. Investor(s) with the highest ranking, subject to the Tie-Breaker Rule and the Marginal Bid Rule, will be declared as Selected Investor(s). The Tender Committee reserves the right to seek additional information on the Electricity Price and subsequently disqualify in accordance with provisions on the abnormally low bid. In case first selected Investors fail to conclude or to reach effectiveness of the Project Agreements, next-ranked Investors can be called, applying *mutatis mutandis* the Tie-Breaker and Marginal Bid Rules hereunder. |
|  | **Marginal Bid Rule** After the ranking of the Financial Bids (subject to the Tie Breaker Rule set out at point 3 below where necessary), there may be a **Marginal Bid** by a single “**Marginal Investor**” which, if awarded, would cause the Total Tendered Capacity to be exceeded. In this event, the Tender Committee shall request the Marginal Investor to reconfirm the Electricity Price offered for the Supported Capacity adjusted according to the Total Tendered Capacity, indicating the deadline for such reconfirmation. If the Marginal Investor accepts the proposal of the Tender Committee, it shall confirm its acceptance in writing, or in the form of an electronic document signed with an electronic signature issued under Law no. 124/2022 on electronic identification services and trust services. In case of refusal, the Tender Commission may request from the next-ranked Investor (if said bidder is marginal) a reconfirmation of the Electricity Price for the Offered Capacity included in its bid or, where applicable, adjusted in accordance with this paragraph, indicating the deadline for such reconfirmation. If required, the Tender Commission may then request the same reconfirmation from each next-next-ranked Qualified Investors in turn until either the full Total Tendered Capacity has been awarded, or there are no further Investors with qualifying bids remaining. Large Eligible Producer status will be awarded to any Investor with a Marginal Bid so awarded. If, at the end of this process, the Total Tendered Capacity has not been fully awarded, and there are no further qualifying investors remaining, the Tender shall be cancelled by the Tender Committee for the remaining unallocated capacity.For the avoidance of doubt, the Marginal Bidder who accepts the adjustment of the Supported Capacity according to the Total Tendered Capacity can, install the full installed capacity proposed in their original Proposal, provided that only the adjusted Supported Capacity receives support, pursuant to item 40^1 of GD690/2018. |
| **3.** | Tie-Breaker Rule In the event that there are two or more Marginal Bidders with an identical Electricity Price (“Tied Bids”) submitted by Investors (“Tied Investors”), the Tender Commission shall proceed as follows: a) The Tender Commission shall establish a further price negotiation round, in which the Tender Commission requests the Tied Investors to submit revised Financial Bids (“Revised Financial Bids”) indicating the deadline for Revised Financial Bid submission. For the avoidance of doubt, a Revised Financial Bids shall not exceed the original Financial Bid. If a Investor submits a Revised Financial Bid which exceeds the Financial Bid, or does not submit a Revised Financial Bid by the deadline, the Tender Commission shall treat this submission as and invalid submission and proceed only with the Investor or Investors that have submitted Revised Financial Bids that did not exceed the corresponding Financial Bid. b) Following the submission of eligible Revised Financial Bid in accordance with (A) , large Eligible Producer status shall be granted to the lowest-priced Investors among the Tied Investors until the Total Tendered Capacity quota is reached, subject to the Marginal Bid Rule.c) If two or more of the revised Financial Bids offer the same Electricity Price, and their Offered Capacities, if all awarded, would exceed the Total Tendered Capacity, the Tender Commission shall request the Tied Investors to reconfirm their Electricity Prices for adjusted capacities such that the Total Tendered Capacity is met. The Tender Commission shall make the adjustment by reducing each Tied Investor’s Offered Capacity by the same percentage, such that the Total Tendered Capacity is exactly met. Bidders who reconfirm their prices for the reduced capacity can install the full installed capacity indicated in their original Proposal, provided that only the adjusted capacity determined at step (C) receives support, pursuant to item 40^1 of GD 690/2018.d) If one or more tied Investors identified at step (C) do not reconfirm their price for the adjusted capacity, the Tender Commission may request the next-ranked Investor to submit a Revised Financial Bid in accordance with the Marginal Bid Rule and the Tender Commission shall continue the process in accordance with the Margin Bid Rule. e) If the Total Auctioned Capacity has not been fully awarded, and no qualifying Investor remains, the auction shall be cancelled for the remaining unallocated capacity. |

# Abnormally low Electricity Price

## In the event of any abnormally low Electricity Price set forth in the Financial Bid, the Tender Committee shall be required to ask the Investor to justify it, for example, by demonstrating its access to more advanced technology and equipment for production of electricity from the Facility or at more favorable purchasing conditions that would allow bidding with such a low Electricity Price. The Tender Committee shall consider as an abnormally low priced Financial Bid any Financial Bid with an Electricity Price at a significantly lower price compared to all other Financial Bids, associated with a substantially responsive Proposal, or where the Tender Committee has detected errors in the Proposal that could have resulted in a too low Electricity Price.

# Tender Committee’s Right to Reject any or All Proposals

## The Tender Committee reserves the right to accept or reject any Proposal, and to annul the Tender process and reject all Proposals at any time prior to eligibility status award, without thereby incurring any liability to Investors. In case of annulment, all Proposals submitted and specifically, Bid Security shall be promptly returned to the Investors.

## Within five working days of the finalisation of the minutes of the opening of applications and the examination of the admissibility of investors in line with Section 47.2, the Tender Committee shall notify each rejected investor, stating the reasons for rejection. Within 10 working days of the Tender Committee sending the notification, the investor may appeal the rejection decision. The appeal must state and justify the reasons why the rejection was not in accordance with the Government Decision XXXX/2024 and the tender documentation. After receiving the appeal, the Tender Committee shall, within five working days, examine and decide on the arguments presented by the investor. If the grounds for appeal are accepted, the Secretary of the Tender Committee shall update and reissue the minutes on the examination of applications and the admissibility of investors.

# Right to suspend or discontinue the Procedure

## The Tender Committee reserves the right to suspend the Tender Procedure either temporarily or permanently in the event of internal reorganization or in any other change in circumstances. Proposals can make no claim against such suspension or discontinuation and have no right to receive any compensation for loss of profit, costs or expenses in the event that the Tender Procedure is suspended.

## The Tender Committee shall consider this Tender Procedure unsuccessful in case:

### no Proposal has been submitted;

### no Proposal comply with the Tender requirements; or

### the Tender Committee decides that the Project or Proposals do not provide an economic or technically acceptable solution for the Project(s) to the Tender Committee in accordance with Section 50 and the Regulation on Renewable Energy Tenders.

## In event the Tender Committee exercises its rights under this Section, it shall conduct an assessment identifying reasons that led to an unsuccessful Tender and recommend measures to improve the Tender outcome in future rounds.

# Exclusion of negotiations

## The Tender Committee may not carry out negotiations with the successful Investors on the Support Agreement. No Investor may be required to assume more responsibilities than the ones included under these Tender Documents.

# Notification of Proposal Ranking

## Prior to the expiration of Proposal validity period, the Tender Committee shall:

### notify successful Investors in writing that their Proposal has been ranked successful in accordance with ranking criteria in Section 49.8;

### notify all other Investors that they are not ranked successful and of the possibility that they may be called upon within a pre-determined deadline as set in Section 56, in the order of their corresponding ranking, in event the selected successful Investor(s) fail to provide the Performance Guarantee.

# Assignment of eligibility status and execution of the Support Agreement

## Within [ Business Days] after announcement of successful Investors, the Tender Committee will inform the Government about the Tender results and propose approval of the list of successful Investors which ought to be given the status of Eligible Producer.

## Natural or legal persons, not registered in the Republic of Moldova, including consortia, which have been declared winners of the tender, within 60 calendar days from the moment of the announcement of the results by the Tender Committee, are obliged to go through the procedure of state registration of the legal person in the Republic of Moldova and submit to the Tender Committee a copy of the decision of registration of the enterprise or the extract issued by the state registration body, in order to approve the decision on offering the status of large eligible producer, according to art 99 GD 690/2018. The deadline may be extended by the Tender Committee by up to 10 Business Days upon request. If the investor does not comply with the extended deadline, the Commission shall apply the provisions of art 891 GD 690/2018.

## Within [ten (10) Business Days] of the notification of the Government Decision on the granting status of Eligible Producer to the successful Investor(s), in accordance with Section 54, Investor(s) shall to sign the Support Agreement. In accordance with the Government Decision 690/2018, the Eligible Producer has the obligation to deposit the performance guarantee within 30 days of the date of signing the contract with the central electricity supplier for the purchase of electricity from renewable energy sources.

## The Government decision of granting the status of Eligible Producer shall contain the following:

### approval of the tender results;

### the name of the Eligible Producer;

### the type of technology, i.e. Solar PV;

### the installed capacity of the Facility using Solar PV;

### the Supported Capacity of the Facility using Solar PV;

### the commissioning deadline of the Facility;

### the Electricity Price, subject to adjustments by the ANRE in accordance with the approved methodology and depending on the evolution of the exchange rate of the national currency against the USD, in accordance with Article 37(1) of the Renewable Energy Law.

* + 1. authorization for the installation of renewable energy power plants with an installed capacity exceeding 20 MW, according to the Law on Electricity No. 107/2016, where applicable.

## For the avoidance of doubt, the Government Decision on the granting of the status of large Eligible Producer is to be deemed equivalent to the authorisation for the installation of power plants with an installed capacity of more than 20 MW and exempts the Eligible Producer from the requirement to obtain separate authorisation pursuant to the Law on Electricity.

## the status of large eligible producer shall be deemed to have been granted on the date of publication in the Official Gazette of the Government Decision on granting the status of large eligible producer. Within 10 working days of the entry into force of the Government Decision on offering the status of large eligible producer, the central electricity supplier shall sign the contract for the purchase of electricity produced from renewable energy sources with each of the large eligible producers, which shall enter into force upon completion of the construction and commissioning of the plant/plants for the production of electricity from RES;

## 2) if within 30 days from the date of signing the contract for the purchase of electricity produced from renewable energy sources signed with the central electricity supplier and the deadline specified in item 108 of GD 690/2018, as the case may be, the investor does not deposit the contract performance guarantee, the contract shall be deemed null and void and the status shall be deemed withdrawn from the time of offering, without the need for approval of a Government decision to this effect.

# Unsuccessful progress with originally selected Investors

## Where the Tender Committee determines that the originally selected Investors have not concluded the Support Agreement(s) by the indicated deadline, and/or where applicable a selected Investor(s) fails to complete the condition(s) subsequent in accordance with the Support Agreement and Part 4, then the Tender Committee, at its own discretion, may invite the next ranked Qualified Investor(s) to conclude the Support Agreement, and if failing to reach an agreement even with the next ranked Qualified Investor(s), will then invite the next-next ranked Qualified Investor(s) and so on. This sequence is subject to the Marginal Bid and Tie-Breaker Rules specified in Section 49.8. For the avoidance of doubt, the concerned next or next-next ranked Qualified Investor(s) will not be allowed to conclude the Support Agreement unless it has agreed to extend the Bid Validity Period and the Bid Security Validity Period as required by the Tender Committee in accordance with Section 21.

# Performance Guarantee

## The Performance Guarantee shall be provided by the successful Investor within thirty (30) Days, from the date of signing the contract for the purchase of electricity produced from renewable energy sources signed with the central electricity supplier andd shall be of a value and validity as specified in the Support Agreement.

## If any of the successful Investor(s) to fails to provide the Performance Guarantee and sign the Support Agreement within 30 days from the date of signing the contract for the purchase of electricity , the Investor shall forfeit its Bid Security and the Tender Committee shall invite the other qualified Investors ranked immediately after it to provide the Performance Guarantee and to sign the Support Agreement.

# Right of Appeal

## Any Investor is entitled to challenge a Tender Committee’s decision within [30 Days] Days before the administrative court of Moldova, in accordance with the law. The Administrative Court of Moldova may provide for injunction relief.

**PART 4
OBLIGATIONS AND DOCUMENTARY EVIDENCE AFTER SELECTION STAGE**

After having received the status of Eligible Producer and executed the Support Agreement, in accordance with Section 55, the Eligible Producer shall submit the following additional documentary evidence.

# Final Connection to the grid

## Where applicable in accordance with Section 39, the Eligible Producer shall submit a final connection notice to the grid.

# Full ESIA

## The Eligible Producer shall complete the full **Environmental and Social Impact Assessment Study (“ESIA”**) in accordance with requirements set forth in [Appendix 11].

## In the event of a decision by the Environmental Agency requiring an environmental impact assessment **(“EIA”**), the Eligible Producer shall complete the so required in-depth assessment based on the EIA program and submit the environmental agreement issued by the Environmental Agency in accordance with the Law No. 86/2014, as amended or any other Applicable Laws of relevance.

# Permitted modifications and flexibility mechanism

## The Eligible Producer is allowed to reduce installed capacity indicated in the Tender by 5%, at no penalty, upon written notification delivered to the Government at any time prior to the Commercial Operation Date.

## If the installed Capacity is less than 95%, but no less than 90% of the installed capacity indicated in the Tender, the Government shall apply a financial penalty by retaining a portion of the Performance Guarantee, proportionally to the installed capacity relative to [95% of] the installed capacity indicated in the Tender.

## If the installed Capacity is below 90%, or above 100%, of the installed capacity indicated in the Tender, the Government shall retain the entire Performance Guarantee and revoke the large Eligible Producer status granted to the investor.

# Lapse of Performance Guarantee and other penalties

## In case of delays in the Commercial Operation Date caused by the Eligible Producer’s default for a period of over of [six (6) calendar months] from the Commercial Operation Target Date, the Eligible Producer shall be forfeit a financial penalty equal in amount to the Performance Guarantee.

## The Government shall withdraw the eligibility status in event of one (1) year of delay from the Commercial Operation Target Date caused by Eligible Producer’s default, i.e. six months after the full penalty equal to the Performance Guarantee becomes due, in accordance [with the Support Agreement].

## The Government shall immediately withdraw the eligibility status to the Eligible Producer, and retain the Performance Guarantee in the event the Eligible Producer delivers a Facility which does not satisfy technical qualifications and equipment specifications set forth in [Appendix 9] and/or uses obsolete equipment older than 36 months in breach of Section 34.2 (d).

**PART 5
APPENDICES**

1.

**PROPOSAL DECLARATION FORM**

**Tender Process**: Development and operation of a Solar PV Facility, with installed capacity [•], of which up to 60 MW (inclusive) will get support measures (“**Supported Capacity**”), to be located at a site selected by the Investor within the Republic of Moldova ( “**Procedure**”).

In connection to above-mentioned Procedure, we, the undersigned [•], in the capacity of [•] declare that:

* upon having examined the Tender Documents, we accept without reservation the requirements, deadlines and conditions stated in the Tender Documents;
* we fulfil all legal, economic, financial and technical requirements stated in the Tender Documents;
* our Qualification Proposal, Technical Proposal and Financial Bid is valid for the period stated in the Tender Procedure Documents, and will remain binding on us if we are designated as Selected Investor;
* the total installed capacity for the proposed Project is [•], and the Supported Capacity for which we seek support measures in this individual proposed Project (“**Offered Capacity**”) is [•],
* we authorize the Tender Committee to verify the information and documents attached to this Tender;
* we understand that the Tender Committee may cancel the Tender Procedure at any time, that Tender Committee is not bound to accept any Proposal that it may receive and that Tender Committee invites the Investors to submit their Proposals for the Project without incurring any liability to Investors, in accordance with the Tender Documents. We agree and understand that the Tender is subject to the provisions of the Tender Documents. In no case shall we have any claim or right of whatsoever nature if the Project is not awarded to us.

Date of Declaration:
Investor or Lead Member of the Consortium:

Signature:

Seal:

1.

**FORM OF POWER OF ATTORNEY**

*(form to be completed from the Investor)*

Today, on [ date], before me the Public Notary [public notary data], the undersigned Mr / Mrs [name, surname], born on [date], in [place, country], with his/her passport no [passport no], in the capacity of [position] with the [ Investor / Consortium], hereby grants this power of attorney, to Mr / Mrs [name, surname], born on [date], in [place, country], with his/her passport no [passport no] (“**Representative”**), to represent the [Investor / Consortium member] in the tender procedure “Development and operation of a Solar PV Facility, with a certain installed capacity, of which up to 60 MW (inclusive) will get support measures (“**Supported Capacity**”), to be located at a site selected by the Investor within the Republic of Moldova ( “**Procedure**”), organized by the Tender Committee in accordance with the Regulation on Renewable Energy Tenders.

The appointed Representative shall:

* + 1. represent the Investor / Consortium in the Tender Procedure before the Tender Committee;
		2. execute and deliver any and all Tender Documents, including but not limited to appendixes and financial bid forms, as prepared by the Investor / Consortium and deliver them to the Tender Committee, as per the requirements of the Tender Documents;
		3. sign on behalf of the Investor / Consortium any and all Tender Documents to be submitted;
		4. represent the Investor / Consortium in the correspondence, any questions and answers procedure with the Tender Committee;
		5. represent without limitation, the Investor/ Consortium in connection to all matters, as per the Tender Documents and the procedure.

The Investor / Consortium shall remain liable before the Tender Committee and any institutions in the Republic of Moldova for any and all actions of the Representative.

I, the Public Notary [name, surname], hereby certify the execution of this Power of Attorney before me, in the free will of the party who has granted this Power of Attorney, and I do certify this document in accordance with the Law.

The Investor / Consortium Lead Member

1.

**STATEMENT OF CLEAR CRIMINAL RECORD**

*(to be completed from the Investor)*

Statement of the Investor participating in the competitive process which will take place on [•] as announced by the Ministry of Energy of Moldova.

I, the undersigned [•] in the capacity of [•] of the Investor [•] hereby state that:

* The Investor [•] has not been convicted of a criminal offense,
* The Investor [•] has not been convicted by a final court decision, relating to its professional activity.

Date of statement: [•]

Representative of the Investor

Signature

1.

**AFFIDAVIT FOR FOREIGN INVESTORS**

*(To be completed from the foreign Investors, or each foreign Consortium members)*

For the participation in the competition procedure [please insert the name of the procedure here] of the Ministry of Energy of the Republic of Moldova

To: The Tender Committee

Date: [•]

[*Name of Investor / Lead Member of Consortium*] hereby represents and warrants that, as of the date of this letter [*Name of Investor / Lead Member of Consortium*] [and each member of our Consortium (if applicable)]:

* is duly registered, active, and it is not in bankruptcy or liquidation proceedings;
* has not been convicted of fraud, corruption, collusion or money laundering or for a criminal act committed in the course of professional activity performance;
* is not undergoing criminal investigation related to fraud, corruption, collusion or money laundering at the date of submission of the Tender and for the last three (3) years before submission of the Tender;
* is not disqualified from bids or public procurement process in the Republic of Moldova;
* has not been debarred pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decision of 9 April 2010 (www.crossdebarment.org) or be not included in any sanctions lists promulgated by the UN Security Council or its Committees, or any other recognized international sanctions list; or in any other way be not involved in activities (directly or through any subsidiary) that are not in compliance with the sanctions promulgated by the UN Security Council or its Committees or national sanctions in the Republic of Moldova);
* has not had any unsettled tax liabilities, social security liabilities or liabilities in respect of judgments awarded in criminal or misdemeanor proceedings in the period of no less than three years prior to the date of the Tender Documents publication;
* acknowledges that a similar statement will be required to be issued at each stage of this Procedure.

Respectfully,

*Investor / Lead Member of Consortium*

*Authorised Signature Name*

1.

**CORPORATE INFORMATION ON THE INVESTORS**

|  |
| --- |
| **Investor Information** |
| Name: |  |
| Type: (Corporation, Partnership etc.) |  |
| Commercial registration no.: |  |
| Legal seat: |  |
| Address of principal office: |  |
| Telephone number: |  |
| Fax number: |  |
| Email address: |  |
| Primary area of business: |  |
| Shareholder certificate (attach separately) |  |

|  |
| --- |
| **Consortium Member Information(if applicable, fill in details for all members identifying the Lead Member)** |
| Name: |  |
| Type: (Corporation, Partnership etc.) |  |
| Commercial registration no.: |  |
| Legal seat: |  |
| Address of principal office: |  |
| Telephone number: |  |
| Fax number: |  |
| Email address: |  |

|  |
| --- |
| **Consortium Member Information****(if applicable, fill in details for all members identifying the Lead Member)** |
| Primary area of business: |  |
| Shareholder certificate (attach separately) |  |

**LIST OF CONFIDENTIAL INFORMATION**

(Note down the information you wish to remain confidential)

|  |  |  |  |
| --- | --- | --- | --- |
| **Type, nature of information to be kept confidential** | **Number of pages and points in the tender documents you wish to remain confidential** | **Reasons for keeping this information confidential** | **Time limit for keeping this information confidential** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

1.

**FORM OF BID SECURITY**

(Logo and the letterhead of the Bank)

Date: [•]

Beneficiary: Tender Committee / Ministry of Energy of Republic of Moldova

In the name of: [Name and address of Investor, or Consortium)

**Tender Process**: Development and operation of a Solar PV Facility, with installed capacity [•], of which up to 60 MW (inclusive) will get support measures (“**Supported Capacity**”), to be located at a site selected by the Investor within the Republic of Moldova ( “**Procedure**”).

With reference to the aforementioned Procedure, we have been informed that [•] (hereinafter called the “**Investor**") has been requested by you to submit before the Tender Committee the Tender Security in the amount [140 MDL/kW ***of Offered Capacity]*** as a condition for securing the Tender to the Tender Committee in relation to the Project. Furthermore, we understand that, according to your conditions, Tender must be supported by a Tender security.

The bank irrevocably undertakes to transfer in the account of Ministry of Energy of the Republic of Moldova the bank guarantee of the Investor in the amount of [140 MDL/kW ***of Offered Capacity***] (within 15 (fifteen) calendar days from the submission of the first request in writing by the Tender Committee or the Ministry, without demanding any explanations, provided that the request identifies the non-fulfilment of one of the following conditions:

* the Investor withdraws or modifies its Tender during the Tender’s Validity Period;
* the Investor does not provide the Contract Performance Guarantee and/or does not sign the Support Agreement within the terms specified in Appendix [•];
* the Investor has offered or tried to offer any kind of recompense to employees of the Tender Committee that are related to the Project in breach of the Anti-Corruption rules of the Tender Documents,
* the Investor has made false declarations in its Tender;
* the Investor does not make payments in accordance with the Tender Documents within the period established by the Tender Committee;
* the Investor becomes the Selected Investor, and it fails to extend its original Tender Security Validity Period until the date on which the Contract Performance Guarantee has been delivered in accordance with the Support Agreement.

This guarantee shall remain in force up to the provision of the Contract Performance Guarantee under the Support Agreement [•] and including [•], and any demand in respect thereof should reach the Bank not later than the above date.

[Signature and stamp of the Bank]

1.
2.

**TECHNICAL CRITERIA AND EQUIPMENT SPECIFICATION**

All the relevant and applicable international and local standards shall be applied. The following list of minimum relevant standards shall be considered as a non-exhaustive reference:

* **Solar PV Panels**
1. The PV modules should be in the following compliance with the following standards:
	* IEC61215/IEC61730/IEC61701/IEC62716/UL61730.
	* ISO 9001: Quality Management System.
	* ISO 14001: Environmental Management System.
	* ISO14064: Greenhouse Gases Emissions Veri­fication.
	* ISO45001: Occupational Health and Safety Management System.
	* Certification CE.
	* Certification TÜV SÜD.
	* Certification TÜV Rheinland.
	* PV CYCLE
* **Invertors**
1. The **Invertors** should be in the following compliance with the following standards:
	* IEC 61683: Efficient measures
	* IEC 62109, IEC 61727 and IEC 62116.
	* ISO 9001: Quality Management System.
	* IEC 60068-2 / IEC 62093: Environmental analysis
	* ISO 14001: Environmental Management System.
	* ISO14064: Greenhouse Gases Emissions Verification.
	* IEC 62103/ 62109-1&2: Electric safety
	* IEC 61000-6-2, IEC 61000-6-4 and other binding parts IEC 61000: Electromagnetic compliance (EMC)
	* IEEE1547/IEC 62116/ UL1741 or the equivalent of the BIS Standards: Network isolation
	* ISO45001: Occupational Health and Safety Management System
	* Certification CE.
	* Certification TÜV SÜD.
* **Supporters**
1. The **Supporters** should be in compliance with the following standards:
	* ISO 9001: Quality Management System.
	* ISO 14001: Environmental Management System.
	* ISO14064: Greenhouse Gases Emissions Veri­fication.
	* ISO45001: Occupational Health and Safety Management System
	* Certification CE.
	* Certification TÜV SÜD.
* **Cables**
1. The **Cables** should be in the following compliance with the following standards:
	* DIN VDE 0295 class 5 and IEC 60228 cl. 5
	* IEC 60754-1 or DIN EN 60754-1
	* VDE 0482 Part 332-1-2, IEC 60332-1-2
	* EN 50262
	* EN 60947, ROHS, UL, CE
	* ISO 9001: Quality Management System.
	* ISO 14001: Environmental Management System.
	* ISO14064: Greenhouse Gases Emissions Veri­fication.
	* ISO45001: Occupational Health and Safety Management System
	* Certification CE.
	* Certification TÜV SÜD.
* **Transformers and all other electrical parts**
1. The **Transformers and all other electrical parts** should be in the following compliance with the following standards:
	* IEEE1547/IEC 62116/ UL1741 or the equivalent of the BIS Standards: Network isolation
	* Certification CE 1035.
	* Certification UL LISTED E508730
	* Certification Cere IEC 62817:2014+A1:2017
	* Certification Bureau Veritas ISO 9001, ISO 14001, ISO 45001.
	* Certification DNV-GL
	* 60269 CE, UL, RoHS
	* ISO 9001: Quality Management System.
	* ISO 14001: Environmental Management System.
	* ISO14064: Greenhouse Gases Emissions Veri­fication.
	* ISO45001: Occupational Health and Safety Management System
	* Certification CE.
	* Certification TÜV SÜD.
* **Other standards to be considered:**
	+ IEC 61400-40 Electromagnetic Compatibility (EMC),
	+ IEC 61400-415 Terminology.
	+ The PV modu IEC 61400-01 Design requirement;
	+ IEC 61400-12-1 Power performance measurements;
	+ IEC 61400-13 Measurement of mechanical loads;
	+ IEC 61400-14 Declaration of sound power level and tonality;
	+ IEC 61400-24 TR Lightning protection;

**Quality specifications of the PV technology**

There is no restriction on deploying the most advanced technologies in moving single-axis and/or bifacial modules. At the following table are presented the main minimum specific quality requirements for PV Pannels:

|  |  |  |
| --- | --- | --- |
| 1 | Efficiency higher than | 20.00% |
| 2 | Temperature | -40 degrees Celcius to +45 degrees Celcius |
| 3 | Impact Resistance | 32 mm diameter hail at 23 m/s |
| 4 | Tempered Glass | High-transmission tempered anti-reflective |
| 5 | Junction Box | IP-68, Rehne ZJRH 05-8 or Zerun Z4S or Staubli Evo2, 3 bypass diodes |
| 6 | Weight lower than | 35 kg |
| 7 | Reduction of efficiency of solar PV after 25 years not to lower than | 20% for 25 years |
| 8 | Performance panels expected useful life higher than | 25 years |
| 9 | Measured at Standard Test Conditions (STC): | Irradiance of 1000 W/m2, AM 1.5, and cell temperature 25 degrees Celcius. |

1. ***Module efficiency.*** > 20% as by factory datasheet.
2. ***Quality of the surface of the Modules***. Bankable guarantees from manufacturer, Mechanical guarantee > 10 years. LID/PID immune. Yield degradation < 20% in year 25. salt corrosion & ammonia test certificate (IEC 61701 & 62716). Mechanical testing by 61730 and degradation testing by 61250.

***Quality of bearing structures***. The structure of the PV modules should withstand atmospheric conditions and maximum wind and snow values as per site conditions. Both the structure above and below ground, must withstand intense oxidation conditions Foundation piles in in-factory pre-cut HDG with > 90 mc coating. Rafters and beams supporting the panels in AL 6005T5. Nuts and bolts in 316L self-locking. Galvanic insulator between bimetal joints.

1. **Inverters**
2. PV plants inverters must comply with the latest versions of the IEC Standards, and meet the requirements for safety, health and environmental protection according to CE requirements, as follows:

|  |  |
| --- | --- |
| **Parameters** | **Standards** |
| Efficiency | higher than 96% |
| Degree of protection | IP 66 |
| Cooling | Regulated air cooling |
| Ambient temperature range | -25 °C up to +45 °C  |
| Permitted humidity | 0 to 100 % |
| WLAN / Ethernet LAN | Yes |
| Datalogger and Webserver | Yes |
| Compliance with LVRT  | According to the instructions/ manuals/ regulations of CERC |
| Connection to the network | Respective CERC manuals (including compliance with LVRT) and the Network Code, amended and reviewed periodically |
| Assesed capacity | The nominal / assesed power output of the inverter (if different power values are mentioned at different temperatures, then the power rating will be taken at 50 ° C) in kW will be considered as the rated capacity of the inverter. |

1. Inverters with transformers (central power blocks) must be galvanically insulated and used for grounding solar PV modules if required.
2. The lifetime of the Inverter(s) should be at least higher than 5 years and should bepredicted in relation to the life of the plant.
3. **Transformers**
4. The Power Transformers shall comply with the relevant distribution (if the PVplant will be connected to distribution OSHEE system) or with relevant transmission (if the PV plant will be connected to transmission OST system) national grid code(s).
5. **Balance of Plant**
6. The DC cables should not be exposed to direct sunlight at any point during the day.
7. Switchgear: Shall comply with the requirements set forward in the PPA, GCA and the OST technical specifications.
8. **Authorized testing centers**
9. PV modules and inverters located in photovoltaic parks must have a valid certificate of their qualification according to the above IEC Standards issued by one of the serious Testing Centers in Moldova. In the case of module types / equipments for which such testing equipment does not exist in Moldova, certificates will be accepted from the International Accreditation Laboratory (ILAC).
10. **Warranty**
	* PV modules used in grid-connected solar power plants should be guaranteed for the maximum output point, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
	* Modules must be guaranteed for at least 10 years for failures due to defects in materials and craftsmanship.
	* Mechanical structures, electrical work and general solar power network mastery must be guaranteed for a minimum of 5 years.
	* The inverters / PCUs installed in the solar plant must have a 5 year warranty.
11. **Identification and Traceability**
12. Every PV module used in any solar power project must use a Radio Frequency Identification Tag (RFID). The following information should be mentioned in the RFID used in each module (This may be inside or outside the laminate but must be able to withstand harsh environmental conditions):
	* 1. Name of the manufacturer of the PV Module.
		2. Name of the manufacturer of the Solar Cells.
		3. Month and year of production (separately for the solar cell and the module)
		4. Country of origin (separately for the solar cell and the module.)
		5. I-V Curb for the module in the stadard testing condition (1000 W / m2, AM 1.5, 250C.)
		6. Power, Im, Vm and FF for the module.
		7. Unique Serial Number and Model Number for the Module.
		8. Date and year of receiving of PV IEC module qualification certificate.
		9. The name of the testing laboratory issuing the IEC certificate.
		10. Other relevant information on solar cell and module traceability according to ISO 9000.
		11. Developers and site owners will be required to maintain a list of RFID Modules along with the above parametric data for each module.
13. **Monitoring the Performance**
14. The following will be done in order to monitor the performance:
	* The developer should keep the ID Module list along with the performance data specific to each module. These data shall be submitted to the Authority upon request.
	* Developers need to install the equipment needed to continuously measure solar radiation in module layout, ambient temperature, wind speed and other weather parameters and simultaneously measure DC power generation as well as power generated by plant. They will be required to submit these data to the Authority online and / or through a report on a regular basis each month for the entire duration of the PPA.
	* The developer should provide access to the Authorized Representative of the Authority for the installation of any additional monitoring equipment to facilitate the on-line transfer of data.
	* All of the above mentioned data will be made available for the entire PPA duration.
	* The SCADA plant should be an Open Communication Platform (OPC) compliant with DNP3 standards and Modbus control interfaces over TCP / IP that have the provision to add protocol converters to implement the secure communication protocol standard for securing online data in real time (including but not limited to radiation, plant generation (instant / daily / monthly / yearly), day peak generation, wind speed, temperature, etc.) to the Authority.
	* Fiber Optic Ethernet network (Ethernet management switches in each control room) must be provided between the main control room and the inverter control rooms.
	* Internet monitoring should be available and it should not be machine dependent. Web-based monitoring should provide the same on the screens as in the factory. It should also be possible to download reports from a remote client (online) in PDF or Excel format.
15. **Safe Disposal of Solar PV Modules**
16. The solar power developer will ensure that all solar PV modules and other electrical and electronic equipment from their plant after the "end of life" (when they become damaged / non-operational / non-repairable) are disposed of / discarded in accordance with relevant laws / regulations of the Moldovan Government and EU Directive 2012/19/EU on waste electrical and electronic equipment (WEEE).

*\* NOTE: Appropriate stadards of IEC are included in:*[*http://www.solarabcs.org/codes-standards/IEC/index.html*](http://www.solarabcs.org/codes-standards/IEC/index.html)

A. **Terms of reference of the Pre-feasibility Study**

The pre-feasibility study, will address the following areas according to Good Industry Practice to ensure: adequacy of the design, quality of equipment and materials, reliability of technical and economical assumptions and suitability of the site.

| **Doc. N.**  | **TECHNICAL DATA** |
| --- | --- |
|
| ***Section A - Resource Solar Energy Assessment***  |
| *A.1* | *Independent Producible Energy Report for P50, P25, P75, P90, P99* |
| *A.2* | *Second Independent Producible Energy Report - (Optional)* |
| ***Section B - Datasheet and track record for equipment*** |
| *B.1.1* | *PV Modules – Datasheet presenting minimum criteria presented above* |
| *B.1.2* | *PV Modules - Supplier letter about PV module conformity to tender requirements* |
| *B.1.3* | *PV Modules - Warranties and certificates* |
| *B.2.1* | *Inverter – Datasheets presenting minimum criteria presented above* |
| *B.2.2* | *Inverter - Supplier letter about PV module conformity to tender requirements* |
| *B.2.3* | *Inverter - Warranties and certificates* |
| *B.3.1* | *Mounting structure- Datasheet presenting minimum criteria presented above* |
| *B.3.2* | *Mounting structure - Supplier letter about PV module conformity to tender requirements* |
| *B.3.3* | *Mounting structure - Warranties and certificates* |
| *B.4* | *Electrical equipment - HV XXXkV/YYYkV Cable – Datasheet presenting minimum criteria presented above* |
| *B.5.1* | *Electrical equipment - XXXkV/YYYkV Circuit Breaker - Datasheet* |
| *B.5.2* | *Electrical equipment - XXXkV/YYYkV Circuit Breaker - Test report* |
| *B.5.3* | *Electrical equipment - XXXkV/YYYkV Circuit Breaker - Certificates of satisfactory execution* |
| *B.6.1* | *Electrical equipment - XXXkV/YYYkV Isolator – Datasheet* |
| *B.6.2* | *Electrical equipment - XXXkV/YYYkV Isolator - Test report* |
| *B.6.3* | *Electrical equipment - XXXkV/YYYkV Isolator - Certificates of satisfactory execution* |
| *B.7* | *Electrical equipment - Lightning – Datasheet presenting minimum criteria presented above* |
| *B.8* | *Electrical equipment - HV Trafo – Datasheet presenting minimum criteria presented above* |
| *B.9* | *Electrical equipment - MV Trafo – Datasheet presenting minimum criteria presented above* |
| *B.10* | *Electrical equipment - Auxiliary transformer (PV plant) - Datasheet* |
| *B.11* | *Electrical equipment - Auxiliary transformer (Delivery point) - Datasheet* |
| *B.12* | *Electrical equipment - Emergency Diesel generator - Datasheet* |
| *B.13* | *Electrical equipment - HV Cable protection – Datasheets* |
| *B.14* | *Electrical equipment - DC wiring – Datasheets* |
| *B.15* | *I&C Systems - SCS/SCADA – Datasheets* |
| *B.16* | *I&C Systems - Data Logger – Datasheets* |
| *B.17* | *I&C Systems - HMI in the driving room – Datasheets* |
| *B.18* | *I&C Systems - Weather Station – Datasheets* |
| *B.19* | *I&C Systems - Control Platform – Datasheets* |
| *B.20* | *I&C Systems - Data Transfer – Datasheets* |
| *B.21* | *I&C Systems - Measuring System – Datasheets* |
| ***Section C - Qualification of Contractors, Suppliers and Subcontractors*** |
| *C.1* | *EPC Supplier - General information and list of references* |
| *C.2* | *O&M Supplier - General information and list of references* |
| *C.3* | *PV Modules Supplier- General information and list of references* |
| *C.4* | *Inverter Supplier- General information and list of references* |
| *C.5* | *Other main equipment Supplier- General information and list of references* |
| *C.6* | *Independent engineer - General information and list of references* |
| *C.7* | *Sub-contractors - General information* |
| ***Section D – Additional Technical Information*** |
| *D.1* |  *PV Plant general description* |
| a. Description of the conceptual design of the PV plant: Main technical characteristics of PV panels, invertors, supporters, low, medium and high voltage transformers, power connections and other systems.  |
| b. Description of PV central management  |
| c. Main components: HV cables, Trafo MV/HV, PV Modules, Inverters, CUs, MV Table, Trafo LV/MV and mounting structures |
| d. Description of interfaces |
| e. Equipment and electrical system(conceptual design of electrical system, design of reactive power balance and main electrical equipment including auxiliary systems) |
| f. Control and instrumentation systems(general description of control system, description and layout of control rooms, description of STEG interconnection, telecommunication equipment, measuring system, description of meteorological stations and sensors, description of fire detection, description of control and protection system) |
| g. Civil Engineering(Site preparation, access road, internal roads, fence, parking area, buildings, foundations, ventilation and air conditioning, drainage system and protection against concrete and steel structure corrosion) |
| h. List of Standards, Codes and Regulations considered for the PV plant design  |
| *D.2* | *General overview of PV plant with temporary areas* |
| *D.3* | *General layout of PV plant*  |
| *D.4* | *General arrangement of PV plant* |
| *D.5* | *Structure of control system* |
| *D.6* | *Structure of alarm system and fire protection* |
| *D.7* | *Structure of telecommunication system* |
| *D.8* | *Structure of measuring system* |
| *D.9* | *General diagram of protection* |
| *D.10* | *SLD (Global, LV, MV, HV)* |
| *D.11* | *Layout of technical buildings* |
| *D.12* | *PV plant construction report* |
| a. General description of construction and hand-over phases (including description of HSE measures, description of required equipment, etc.) |
| b. Planning of human resources for construction and hand-over phases(including the number and qualification of workers, the on-site minimum period expected, the total number of local workers required, the manhours estimation, the qualification and experience of local and foreign workers, the name and CVs of the Project Manager, Site Manager and Works Director ) |
| *D.13* | *PV Plant O&M report* |
| c. O&M PV plant general description(including activities program and an organizational structure) |
| d. System conceptual description/ PV module cleaning procedure |
| e. Personnel list(including the number of O&M teams, a weekly schedule, the number and qualification of technical and administrative staff, the number of foreign staff and CVS of key personnel) |
| f. General overview of the approach to follow for backup material and inspection activities |
| *D14* | Main energy, investment and financial parameters * Multi Year Energy yield (P50) as well as for P25, P75, P90, P99
* Land area needed
* Preliminary power connection with Distribution or Transmission System Operators and the respective investment needed.
* Capital costs up to commercial commissioning
* Operations and maintenance costs
 |
| *D.15* | *Draft of HSE management plan (during construction and O&M phase)* |
| *D.16* | *Administrative procedure plan* |
| ***Section E – Summary of Preliminary Environmental and Social Evaluation*** |
| *E.1* | *Topography (general description and maps)* |
| *E.2* | *Hydrology and hydrogeology (general description and maps)* |
| *E.3* | *Flooding Risk including events related to possible sea level rise* |
| *E.4* | *Flora, fauna and ecosystems* |
| *E.5* | *Natural Habitat, Priority Biodiversity Features and Critical Habitat*  |
| *E.6* | *Protected Areas (general description and maps)*  |
| *E.7* | *Land use and ecosystem services*  |
| *E.8* | *Cultural resources* |

1.

**TERMS OF REFERENCE FOR PRELIMINARY ESIA**

The purpose of the Preliminary ESIA is to carry out an **initial high-level assessment** of impacts based on existing information, supplemented with additional surveys where the Investor feels they will complement the assessment. However, any survey must be completed within the Bidding timeframe. The Preliminary ESIA will also identify the type and extend of further studies required to be completed as part of the full ESIA.

The key objectives of the Preliminary ESIA include (but are not limited to) the following:

* Identify relevant national environmental, health and safety laws and regulations, European Union environmental and social standards and EBRD’s“Environment and Social Policy”, or other equivalent IFIs standards, taking into consideration any international conventions applicable to the Project~~.~~
* Describe the project and any associated facilities. Identify and assess alternative options to the proposed Project;
* Assess the current environmental and social baseline of the planned Project area and its surroundings, including environmental and social issues associated with any previous use of the areas planned to be occupied by the Project;
* Summarise the key potential environmental and social impacts (both positive and negative) associated with the Project, and the associated risk of accidents;
* Conduct preliminary public consultation process in accordance with national requirements.

**Report Structure – The preliminary ESIA will include the following elements:**

1. **Introduction** - An overview of the Project, purpose and structure of the ESIA report~~.~~
2. **Project description** – The Project description will summarise: the Project area of influence and specific location(s) at which Project activities will take place; Project design, size, lifespan; and other relevant features of the Project as well as associated facilities and activities – this must include any relevant transmission (or distribution) lines for power evacuation and the connection points to the grid. Maps will be included as relevant in order to illustrate the geographic location of the project and its key components especially related to topography, cadastral, settlement areas, monuments of nature, protected zones, culture and archaeological sites. The pre-feasibility study for the project will be conducted in parallel to the preliminary ESIA study. The data provided by pre-feasibility study Consultant will be used for preliminary ESIA (when they become available).
3. **Legal and Policy Framework -** Summary of the key applicable local, regional and national environmental and social laws and regulatory requirements of the jurisdictions in which the Project operates, including those laws implementing host country obligations under international law. Outline local/national assessment and permitting requirements and include a description of the status of permitting requirements for the project. The consultant will also comment on whether the national environmental permitting process aligns with the EU EIA directive or any other relevant EU directives.
4. **Environmental and Social Baseline –** Description of the current state of the physical, biological and socio-economic environments present in the Project impact area – including transmission (or distribution) line routings. The environmental and social baseline for the Preliminary ESIA will be based on recent data (within the last 5 years) and will consist of a combination of already gathered and available studies through local governmental and possibly non-governmental organisations as well as additional field studies as required. Consistent with requirements of the EU Habitats Directive and Birds Directive, the assessment will also identify any nature protection areas that could be affected by the Project. This will include protected areas equivalent to the Natura 2000 network / Emerald sites and other similar sites such as Key Biodiversity Areas and Important Bird Areas. The baseline will also include the findings of initial biodiversity screening using the Integrated Biodiversity Assessment Tool (“IBAT”).
5. **Initial Impact Assessment** - In accordance with the Applicable Requirements, the Consultant will screen the project for potential environmental and social impacts and risks of the Project across its lifecycle (preconstruction, construction, operations, decommissioning/closure, reinstatement). Included in the impact assessment scope will be any associated facilities. The preliminary EISA will include an identification of the likely significant impacts of the proposed Project and associated facilities on the physical, biological and socio-economic environment. The preliminary ESIA will include a significance rating for each residual impact (without and with application of mitigation measures). The impact study will also identify potential improvement opportunities and define technically and financially feasible measures to avoid, or where avoidance is not possible, minimise, mitigate or compensate adverse impacts (as per the Mitigation Hierarchy). Measures to enhance Project benefits will also be identified.
6. This initial assessment shall identify the red flags, i.e. the most significant issues that may a) require further detailed assessment at the full ESIA stage, and b) result in significant environmental and social costs.
7. **Mitigation and Enhancement Measures** – Summarise mitigation measures to be implemented for the identified significant impacts. An environmental and social management plan is not part of the preliminary ESIA.
8. **Summary and Recommendations -** Overall summary of the preliminary ESIA and any confirmed key impacts or mitigation to be implemented, including their costs. The preliminary ESIA should also identify any potential ‘red-flag’ issues that may result in significant costs, but would need to be confirmed in the full ESIA. The recommendations will also include a scope of work for full ESIA and clearly outline the timeframe for completion of the ESIA and all associated studies, including any seasonal surveys. The scope of work must include at least the elements of a full ESIA per Appendix 11 ***(Terms of Reference for full Environmental and Social Impact Assessment Study (post-Award)).***
9.

**TERMS OF REFERENCE FOR FULL ESIA**

**(Environmental and Social Impact Assessment Study) – to be completed post-Award**

[**N.B.** *For the sake of clarity, this Appendix is provided for information purpose and to allow Investors to anticipate implementation requirements post-award. This is to be completed after an Award Decision by the Tender Committee, and which is a condition precedent under the Project Agreements*]

A full ESIA compliant to Moldovan legislation and in accordance with Good Industry Practices, will be prepared after the Award Decision and will follow the same structure as the preliminary ESIA but will also include an assessment of residual impacts, a detailed Environmental and Social Management Plan (and its associated plans, such as Resettlement Action Plan). Further site surveys will be carried out if identified by the preliminary ESIA. The final ESIA, mitigation protocols and Environmental and Social Management Plan (ESMP) will be prepared following the completion of all additional studies.

1. **Applicable Requirements**
2. The ESIA will be conducted in line with the following requirements:
	* Moldovan National legislation, including in particular the Law No. 86/2014, as amended and other Applicable Laws of relevance. To the extent Moldovan regulations differ from EU Substantive environmental standards, the Project will meet whichever is the more stringent. National legislation will also cover the topics of safety zones and clearances around project infrastructure, e.g., right of ways, and electromagnetic field.
	* Good international industry practice for the development of utility scale photo voltaic solar facilities and transmission lines for example World Bank Group General Environmental, Health, and Safety (EHS) Guidelines (2007), IFC Utility-Scale Solar Photovoltaic Power Plants: A Project Developer’s Guide (2015), IFC Environmental, Health and Safety Guideline for Electric Power Transmission and Distribution and IUCNs Mitigating biodiversity impacts associated with solar and wind energy development - Guidelines for project developers (2021).
	* Environmental and social standards and requirements of potential lenders, such as International Financial Institutions (IFIs) and commercial banks adhering to the Equator Principles[[1]](#footnote-2) (if applicable); and
	* All relevant national and international requirements for the protection of the health and safety of the public and workers.
3. **Scope of the ESIA**
4. The ESIA will build on the preliminary ESIA and will include the following components.
	1. **Executive Summary**
5. A concise summary description of the Project, its rationale, the existing operations and overall setting, significant environmental and social impacts. The Executive Summary will also include all mitigation and enhancement measures, monitoring proposals, and document the Company’s commitment to implementing these.
	1. **Project Description**
6. Updated precise description of the Project within its geographical, environmental and socio-economic context. This will include information on whether and how the Project is part of a wider development plan / programme. The Project description will include but is not limited to information on:
	* the Project footprint and land acquisition needs for the Project;
	* layout of the plant and transmission lines and grid connection;
	* detailed description of technologies involved in the successive steps of the construction process – this will include details of the solar PV plant equipment and specifications of transmission towers, their designs and conductor layouts;
	* vehicular traffic associated with the plant during construction;
	* workforce and accommodation requirements during construction and operations phase;
	* identification of the sources of equipment and construction materials (including water for both construction and operational phases);
	* summary of O&M activities;
	* summary of decommissioning procedures.
	* A systematic comparison of feasible alternatives to the Project in terms of location, Project technology or design in terms of potential environmental and social impacts. This will include the ‘do-nothing’ option.
	1. **Legal Requirements**
7. Detailed description of the policy, legal and administrative context of the ESIA, identifying relevant national environmental and social legislation (including legislation relating to energy and climate, environmental protection, air quality, land acquisition, health and safety, workers rights, etc) as well as the environmental and social requirements of the lenders and applicable regional/global conventions or agreements. The legal requirements and timeframe for public consultation (including relevant EU requirements), Project appraisal and implementation will be outlined. The applicable project environmental standards for air quality, noise, water discharge, vibration, etc will also be described, taking into account national standards and international guidelines, whichever is the most stringent.
8. A detail analysis shall be done also related to compliance of projects with the EBRD Performance Requirements (PR) on Environmental and Social Impact Assessment. Through its environmental and social appraisal and monitoring processes, EBRD seeks to ensure that projects being financed: i) are designed and operated in compliance with applicable regulatory requirements and good international practice; ii) are socially and environmentally sustainable; and iii) respect the rights of affected workers and communities. EBRD has adopted a comprehensive set of specific Performance Requirements (PR) that clients are expected to meet, covering key areas of environmental and social impacts and issues. EBRD’s document “Environment and Social Policy” and related Performance Requirements detail the commitments of the Bank to promote in the full range of its activities, environmentally sound and sustainable development.
	1. **Baseline Conditions**
9. A description of relevant aspects of the physical and natural environment and socio-economic conditions in areas affected by all project components (including PV plant and transmission lines as well as any ‘associated facilities’ to include, inter alia:
	* Air quality and noise.
	* Topography.
	* Soils and Geology.
	* Geohazards.
	* Biological and ecological resources (fauna, flora, biodiversity, protected species, critical habitats, ecosystems).
	* Biological environmental trends including loss of habitat; invasive alien species; overexploitation; nutrient loading and pollution; and topics relevant to climate change adaptation.
	* Climatic factors and climate change (e.g. greenhouse gas emissions, including from land use, land use change & forestry, sectors of population more affected by climate change).
	* Cultural heritage, including tangible and intangible cultural heritage as well as monument of nature, protection zones and archaeological heritage.
	* Health & safety (public and worker) & healthcare infrastructure.
	* Land (past and current use, legacy land acquisition issues).
	* Landscape (including cultural landscapes) and visual aspects.
	* Socio-economic status and livelihoods of the population, and ecosystem services.
	* Vulnerable groups & Gender aspects.
	* Water (infrastructure & accessibility, quantity and quality, surface and groundwater).
	* Traffic and transportation infrastructure (public and site).
10. In depth studies are expected to be conducted on biodiversity if identified as part of the preliminary ESIA.
	1. **Stakeholder Consultation**
11. Details of the stakeholder engagement programme as part of the ESIA and results of engagement including:
	* Analysis of key stakeholder groups potentially affected by the Project and other interested parties.
	* Detail on the specific stakeholder engagement activities carried out with these stakeholder groups throughout the study including figures on participation in these activities.
	* Details and analysis of the specific concerns, questions and opportunities for improvement of the Project raised by stakeholders throughout the process of engagement.
	* Details on retroaction to consulted stakeholders in relation to Project impacts and mitigation measures.
	* Plans for consultations during the construction and operational phases of the Project
	1. **Impact Assessment**
12. Identification and characterisation of positive and negative environmental and social impacts (direct, indirect & cumulative) in terms of the magnitude, likelihood, duration, extent, reversibility of the impact and the sensitivity of the resource or receptor. Quantitative data must be employed to the greatest extent possible. This part will also identify opportunities for environmental and social enhancement and identify key uncertainties and data gaps. The following Project stages must be considered in this evaluation where appropriate:
	* Design Phase.
	* Pre-construction and construction phase.
	* Operation and maintenance.
	* Closure and decommissioning.
	* Residual environmental and social impacts.
13. Impacts, for example, could be related to the following (but not limited to):
	* + Construction impacts such as noise, dust, waste and wastewater management and disposal, use of hazardous materials, contractor / labor camp management, impacts to water sources, etc.
		+ Occupational health and safety risks and issues during construction and operation.
		+ Labor management issues, including grievance management, recruitment, child and forced labor, etc.
		+ Impacts on population (e.g., physical resettlement, economic displacement, right of way etc., including differential impacts on women and men, and differential impacts on vulnerable households and people).
		+ Traffic safety during construction.
		+ Impacts to natural habitats and wildlife (including aquatic and terrestrial species, migratory species known to exist/move in the project’s area of influence).
		+ Deforestation.
		+ Slope stability and erosion.
		+ Cumulative environmental and social impacts, if any, taking into account current and proposed activities in and near the project’s Area of Influence (e.g. other energy facilities, transmission lines, substations, other land uses, etc.)
		+ Summary of impacts in terms of gender equality and women's empowerment issues in the region.
		+ Summary of community health, and safety concerns, particularly those related to labor influx including introduction of HIV and other sexually transmitted diseases, gender-based violence and the sexual exploitation of children.
		+ Any additional environmental and social impacts, if any.
	* Quantitative Modellingstudies may be prepared when data are sufficient to support such modelling and such modelling results are critical to conclusions regarding potential impacts and/or the identification of required mitigation and monitoring measures.
	1. **Management and of Impacts**
14. An outline of the feasible cost-effective measures to avoid, minimise, mitigate or compensate for environmental and social impacts to acceptable levels and address other environmental and social issues, such as the need for worker health and safety improvements, inter-agency coordination, community involvement, institutional strengthening or training within the executing agency/ governmental agencies/Client or at the community level. Additionally, an outline of any measures that would enhance environmental and social aspects within the area affected by the Project and the existing operations and characterisation of the nature of any residual environmental and social impacts or issues that have not been addressed. A description of the financial provisions for potential risks (for example escrow accounts and insurance cover to provide for *inter alia* abandonment and decommissioning, site remediation and oil spills and other emergencies). Both the existing operations and the following Project stages must be considered where appropriate:
	* Design
	* Construction
	* Implementation and maintenance
	* Closure and decommissioning
	* Residual environmental and social impacts
	1. **Monitoring and Implementation**
15. A description of how environmental and social impacts and issues will be monitored and managed in practice; including an indication of how the Project will be monitored by the Contractor and supervised by lenders and governmental agencies. Instrumental monitoring requirements shall be clearly described along with their schedule and costs. Estimates will be provided for capital expenditure and operation and maintenance costs where possible. The following stages must be considered where appropriate:
	* Design Phase
	* Pre-construction and construction phase
	* Operation and maintenance
	* Closure and decommissioning
	* Residual environmental and social impacts
	1. **Environmental and Social Management Plan**
16. A record of all measures required to address environmental and social impacts and issues as well as monitoring and supervisory activities associated with these should be consolidated in tabular form. This should also indicate institutional responsibilities, timeframes and associated costs.
17. The level of detail and complexity of the ESMP will be commensurate with the project’s impacts and issues addressing risks, impacts and opportunities specific to the project. The ESMP will define desired outcomes as measurable events to the extent possible with elements such as targets and performance indicators that can be tracked over defined time periods. Recognizing the dynamic nature of the project development and implementation process, the ESMPs will be responsive to changes in project circumstances, unforeseen events, regulatory changes and the results of monitoring and review, and will be updated from time to time.
18. ESMP shall describe and prioritise the actions needed to implement mitigation measures, corrective actions, and monitoring measures necessary to manage the impacts and risks identified in the Assessment. In addition, maintenance or establishing of a Social and Environmental Management System will need to be assured, that addresses the management of these impacts, risks, and corrective actions required to comply with applicable host country social and environmental laws and regulations, and requirements of the applicable Performance Standards and EHS Guidelines, as defined in the ESMP. The management plan identifies the specific environmental or social aspect of the project being addressed, the potential impacts of concern, the measures or actions that need to be taken to avoid or reduce the impacts, the basis of the requirement (national or local standard, EU & EBRD or other international standard, best management practice, etc.), an indicator that can be used to monitor implementation, and the party responsible for the action.

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| **ROADMAP**1. The present roadmap template has been drawn in accordance with p. 40 sbp. 10 of the Government Decision No. 690/2018 approving the Regulation on the conduct of tenders for the status of the eligible large producers.
2. In the absence of one or more documents listed in the tender documentation under p.43 sbp. 2-6 of the Government Decision No. 690/2018, the investor undertakes to submit the present roadmap with the assumption of the obligation to obtain, on the basis of an action plan according to the requirements set out in the tender documentation, the necessary documents for the development, construction and operation of the power plant producing electricity from renewable energy sources, at the stage of submission of the bid.
3. In accordance with p. 74 of the Government Decision No. 690/2018, during the opening and qualification examination of technical offers, the Tender Committee checks (a) if all documents required by the roadmap as appropriate are attached to the technical offer; and (b) whether the roadmap has been drawn up according to the model and contains the information required by the tender documentation.
4. In accordance with p. 107 of the Government Decision No. 690/2018, the large eligible producer has to the obligation:

to submit a quarterly report to the Ministry of Energy on the progress made in the implementation of the roadmap submitted under paragraph 43 sbp.7 of the Government Decision No. 690/2018.submit to the Ministry of Energy and the National Agency for Energy Regulation a report on the implementation of the power plant construction project for the production of electricity from RES according to the construction schedule, as well as the information referred to in Article 37 para. 6) of Law No. 10/2016 and, where applicable, the implementation of the roadmap. |

**Table 1 Roadmap supplementing tender documents**

**on granting support status to**

**Producers developing solar photovoltaic plants**

**[with Supported Capacity up to 60 MW]**

**to be installed at sites selected by them**

|  |  |
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| 1. **Documentary evidence for connection to the grid**

**as per sbp. 2 of the Government Decision No.690./2018 and point 38.2 of the tender documents** |  |
|  **№** | **Qualification Criteria****Requirement** | **Timeline** | **Process steps/action plan** | **counterpart** |
| 1a. | For cases where there is no need the developer bears electrical grid reinforcement or upgrade works, the Investor shall submit submit a **technical connection notice** issued by the system operator to whose networks the corresponding power plant will be connected; or where possible a binding offer issued by the grid operator; or | July-August 2024NB: To be further discussed with the grid operators how feasible it is for developers to be able to obtain a grid connection in such a short timeframe as per the auction calendar, and whether a preliminary form or binding offer could be issued for the bid submission |  | System operator;the Tender Committee |
| 1b | For cases where there is a need the developer bears electrical grid reinforcement or upgrade works, the Investor shall submit **a legal document concluded between the system operator and the developer**, whereby the latter undertakes to bear costs associated with the reinforcement or upgrade of the existing transport or distribution grids. | July-August 2024 |  | System operator; the Tender Committee |
| 1. **Documentary evidence for land eligibility requirement, as per sbp. 3 of the Government Decision No.690/2018 and point 35.2 of the tender documents**
 |  |
|  **№** | **Qualification Criteria****Requirement** | **Timeline** | **Process steps/action plan** | counterpart |
| 2a. | Proposed layout of the Facility, and passage of the Transmission Line, as well as access roads | July-August 2024 |  | the Tender Committee |
| 2b | a list of land plots to be used for developing and locating the Facility and for the passage of the Transmission Line | July-August 2024 |  | the Tender Committee |
| 1. **Documentary evidence for land eligibility requirement as per sbp. 4 of the Government Decision No.60/2018 and point 35.2 of the tender documents**
 |  |
|  **№** | **Qualification Criteria****Requirement** | **Timeline** | **Process steps/ action plan** | **Competent authority** |
| 3a. | The original and copies of documents that proof ownership rights / or rights of use of those land plots listed under 2(b).These may include without limitation ownership transfer agreement over the plot of land, lease agreements, agreements providing land free of charge by the local government, sale and purchase agreement, superficies, agreements conferring servitude rights or rights of way for the Transmission Line, or any other agreements transferring real rights over the relevant land plots), as well updated extracts from the Real Estate Register | July-August 2024 |  | the Tender Committee |
| 3b | Depending on the land plots to be used for the Facility development, where applicable confirmation of a change in the purpose of the agricultural land plot and / or a decision to approve the replacement category of the assignment made in accordance with the Regulation on the transfer, change of purpose and exchange of land, approved by Government Decree No. 1170 of October 25, 2016, as amended.  | July-August 2024 |  | the Tender Committee |
| 1. **Documentary evidence for environmental protection requirements**

**as per sbp. 6 of the Government Decision No. 690./2018 and point 37.2 of the tender documents** |  |
|  **№** | **Qualification Criteria****Requirement** | **Timeline** | **Process steps** | **Competent authority** |
| 4a. | The environmental agreement or, where applicable, the preliminary environmental impact assessment decision by the Environmental Agency or any other Competent Authority, including the environmental impact assessment program, in accordance with the Law No. 86/2014, as amended or any other Applicable Laws of relevance in environmental matters, and | July-August 2024NB: In event based on the EIA program, an in-depth impact assessment and a biodiversity assessment are required in accordance with Law No. 86/2014, this in-depth EIA may take up to 2 years and therefore has been moved to post-award obligations. If applicable, the in-depth EIA needs to be taken into account with regard to the deadlines for the commissioning of the Facility. The EIA program, and Preliminary ESIA where applicable, shall identify the main risks, assessments and timelines |  | the Environmental Agency or any other Competent Authority;the Tender Committee |
| 4b | a Preliminary Environmental Impact Assessment in accordance with [Appendix 11].  | July-August 2024 |  | the Environmental Agency or any other Competent Authority;the Tender Committee |

Investor

.................................

(authorized signature)

1.

**FINANCIAL BID FORM**

To: Tender Committee

**Tender Process**: Development and operation of a Solar PV Facility, with installed capacity [•], of which up to 60 MW (inclusive) seeks support measures (“**Supported Capacity**”), to be located at a site selected by the Investor within the Republic of Moldova (the “**Procedure**”).

I, the undersigned [•], hereby declare that:

The **Electricity Price**, which shall serve as levelized fixed tariff for the mandatory offtake of electricity produced from the Supported Capacity in the PPA and as strike price enabling financial settlement of a sliding premium by reference to the difference between the strike price and the reference electricity market price for output from the Supported Capacity in the Contract for Differences, as part of the support measures for the term 15 years from the Commercial Operation Date in accordance with the Support Agreement, is:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*specified in 4 decimal places in numbers and words*) Moldovan Lei / MWh, without VAT.

The Offered Capacity is [•] MW.

Investor name [•]

Representative of the Investor

Signature

Seal

Date: [•]

1.

**CONTRACT PERFORMANCE GUARANTEE**

The Contract Performance Guarantee shall:

1. be an unconditional and irrevocable on-demand bank guarantee on terms and conditions that comply with the requirements set out in paragraphs 2 to 9 and is in form and substance satisfactory to the Tender Committee;
2. be for the account of the Eligible Producer and name the [Tender Committee and the Government] as the beneficiary thereof;
3. be effective from the date not later than the [Conditions Precedent Longstop Date] and be maintained by the Eligible Producer until the earlier of the date falling forty-five (45) Business Days after:
	1. the Commissioning of the Facility in accordance with the Support Agreement, and
	2. the termination of the Support Agreement;
4. be denominated in [Moldovan Lei] (adjustable based on an USD currency exchange) and have a minimum amount available for draw of [700,000 MDL per MW for the Supported Capacity of a Project];
5. become drawable on first demand solely against delivery of a demand certificate to the issuer notifying the issuer that the Eligible Producer is in breach of its obligations under the Support Agreement;
6. include feasible and practical drawing procedures in the reasonable view of the [Tender Committee and the Government], provided that it shall not contain any condition to drawing other than the confirmation by the issuer that any drawing certificate required to be delivered in connection with a drawing appears to comply on its face with the requirements of such Contract Performance Guarantee;
7. be issued by a bank or other financial institution which is reasonably acceptable to the [Tender Committee and the Government] and which is situated in a country reasonably acceptable to the [Tender Committee and the Government];
8. provide that the beneficiary thereof may make multiple drawings upon it; and
9. in the case of a demand guarantee, expressly state that it shall be subject to the “*ICC Uniform Rules for Demand Guarantees, 2010 revision*, *ICC Publication n° 758*",, and to the extent not inconsistent with the "*ICC Uniform Rules for Demand Guarantees, 2010 revision, ICC Publication n° 758"* and subsidiarily the laws of the Republic of Moldova.
10.

**ESTIMATED TIMETABLE**

|  |  |  |
| --- | --- | --- |
|  | **Milestone** | **Date** |
| I | Tender Documents Publication  | April 2024 |
| II | Investors Conference  | April – May 2024 |
| III | Consultation Process  | June-July 2024 |
| IV | Last date for accepting clarification requests on the Tender Documents | (tbd) |
| V  | Proposal Submission Deadline | August - September 2024 |
| VI | Announcement of Qualified Investors  | **within two weeks of bid submission window closure** |
| VII | Opening of Financial Bids and announcement of Selected Projects  | **within 1 week of bid submission window closure** |
| VIII | Deadline to execute Support Agreement | **within 30 days of publication of award** |

1. Available at: https://equator-principles.com/ [↑](#footnote-ref-2)