

Technical SPECIFICATIONS

ON THE ELECTRICITY PROCUREMENT

1. Goal

Establishing the organizational, conduct, qualification and adjudication requirements of the auction for the procurement of electricity (including balancing energy) during the contractual period 01.04.2021-31.03.2022, in accordance with the electricity procurement procedure, [Annex to the Electricity Market Rules](#), approved by ANRE decision no.283/2020 as of 7 august 2020.

The invitation to auction shall be addressed to all pre-qualified Suppliers.

2. The subject matter of the auction

Î.C.S. "Premier Energy" S.R.L. plans to procure electricity according to the specification presented in pct.5, which includes the delivery period and tender products.

The quantity of electricity delivered will be established by the Transmission System Operator Î.S."Moldelectrica" (TSO) as the difference between the quantity of electricity actually delivered to the power grid of the of the distribution system operator (DSO) in accordance with the electricity metering equipment, installed at the TSO border with DSO, the amount of electricity to cover the technological consumption and electricity losses from the DSO distribution network (calculated according to the data of the DSO), the amount of electricity supplied, in accordance with the other parts of Î.C. S. "Premier Energy" S. R. L. and the quantity of electricity consumed by consumers in the distribution area of the DSO from other Suppliers.

3. Tender calendar

The calendar of the electricity procurement process include the following stages:

No.	Stage	Deadline
1.	Inviting the interested Parties to submit their applications to be included into the list of pre-qualified Suppliers	05.02.2021
2.	Receiving pre-qualification requests from the interested Parties	19.02.2021
3.	Publication of the of pre-qualified Suppliers and Technical Specifications on the official web site	23.02.2021

4.	Sending the invitation to auction for submission of offers	23.02.2021
5.	The receipt, opening and assessment of offers	16.03.2021
	Repeated Auction	
6.	Sending the invitation to auction for submission of offers	16.03.2021
7.	The receipt, opening and assessment of offers	22.03.2021
8.	Notification of the auction results to the participants	22.03.2021
9.	Negotiation of contractual conditions and conclusion of contracts	23.03.2021
10.	New effective contracts	01.04.2021

4. The way of conducting the auction

The participants in the auction may submit their offers at the headquarters of Î.C.S. "Premier Energy" S.R.L., address mun. Chisinau, str. A. Doga, no.4, MD-2024, in a sealed envelope, until 22.03.2021 and the opening time of the offers for each product.

Alternatively, the offers can be sent by email to the address Reglementari_Furnizare@premierenergy.md (protected with a password) until 22.03.2021 and the opening time of the offers for each product.

The meeting dedicated to the opening, validation and assessment of the offers, with the participation of the pre-qualified Suppliers, will take place in the headquarters of Î.C.S. "Premier Energy" S.R.L., address mun. Chisinau, str. A. Doga, no.4.

The opening, validation and assessment of the offers will be conducted on 22.03.2021 in 3 stages with the physical presence of the bidders and/or with their participation via the electronic means of communication, according to the following schedule:

- 12⁰⁰ (GMT +2) Product 1 - for the total required quantity of electricity, including balancing energy;
- 13⁰⁰ (GMT+2) Product 2.1 - basic load;
- 14⁰⁰ (GMT+2) Product 2.2 - for the peak (residual) load, including balancing energy.

A teleconference will be organized on ZOOM platform in order to facilitate the participation via the electronic means of communication. The details regarding the connection to the teleconference organized on ZOOM platform will be sent in due time by email. During the meeting dedicated to opening the offers, attended by the pre-qualified suppliers, each bidder will send the password to the file with the offer submitted by email. Immediately after each stage of opening the initial offers, the second round of auction will be held, during which the bidders can improve their offer by submitting sealed envelopes/offers, including by email.

After the completion of the second round of the auction, a final round of open negotiations can be held, during which the bidders can come up with lower prices than the potential winning offers, identified as a result of the completion of the second round of the auction.

5. Technical specification of products

The electricity will be supplied at the DAF border with the Republic Of Moldova.

For the evaluation of products 2.1 and 2.2, the methodology described in Annex no. 3 to the template of the electricity sale-purchase contract from the Annex to the Technical Specifications.

a) Delivery period

01 APRIL 2021-31 MARCH 2022

b) The tendered products

Product 1: Total estimated quantity of electricity

This product also includes balancing energy.

month	MW	MWh
apr.21	336	156.805
may 21	316	168.076
Jun.21	337	155.737
Jul.21	375	190.177
aug.21	383	201.458
sept.21	392	197.984
oct.21	358	178.738
nov.21	326	147.342
dec.21	302	136.210
Jan.22	398	179.558
feb.22	361	168.896
mar.22	343	154.427
TOTAL	x	2.035.409

Product 2.1: Estimated baseline load

month	MW
apr.21	104
may 21	117
Jun.21	104
Jul.21	142
aug.21	152
sept.21	147
oct.21	126
nov.21	79
dec.21	44
Jan.22	97
feb.22	103
mar.22	89

Product 2.2: Estimated peak load (residual)

This product also includes balancing.

month	MW	MWh
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apr.21	232	81.657
may 21	199	81.071
Jun.21	233	80.791
Jul.21	233	84.466
aug.21	230	88.180
sept.21	245	92.205
oct.21	233	85.305
nov.21	247	90.316
dec.21	258	103.455
Jan.22	301	107.242
feb.22	259	99.949
mar.22	254	87.881
TOTAL	x	1.082.518

c) The characteristic load schedules for the winter and summer period, MW

Hour	Winter			Summer		
	Working	Saturday	Sunday	Working	Saturday	Sunday
0-1	135	141	138	194	200	203
1-2	117	121	116	173	178	179
2-3	107	110	103	162	165	167
3-4	103	104	97	156	158	160
4-5	106	104	95	152	154	155
5-6	119	110	99	151	150	148
6-7	160	128	110	172	163	154
7-8	223	162	129	213	194	172
8-9	276	217	164	263	235	200
9-10	306	260	194	295	267	223
10-11	311	280	211	310	285	238
11-12	308	287	216	317	296	245
12-13	300	284	217	317	301	250
13-14	298	278	214	321	300	252
14-15	293	270	209	321	296	249
15-16	292	266	208	318	290	245
16-17	296	273	218	313	287	245
17-18	307	293	246	303	283	244
18-19	313	302	262	291	278	242
19-20	300	290	258	281	271	240
20-21	279	269	247	277	268	245
21-22	255	246	228	291	281	263
22-23	216	213	195	278	274	256
23-24	172	175	156	234	237	221

6. Maximum price

Not applicable.

7. Financial guarantees

Not applicable.

8. Information required to be submitted in the offer

8.1. Source of electricity

The offers submitted by the bidders shall specify the way of ensuring the sources of electricity (own power plants, purchases on the electricity market, import indicating the country of origin).

8.2. Electricity price

8.3. Payment terms

8.4. Signing the declaration on one's own responsibility (Annex 2)

9. Evaluation criteria for the offers

Individual offers submitted by bidders shall include specific references where the quantity in the offer is not divisible. Otherwise the quantity in the offer will be considered divisible.

If the offer with the lowest price guarantees only the partial coverage (<100%) of the Buyer's energy demand (for technical or other objective reasons), the Buyer will accept (in the ascending order) and the following offer for the completion of 100 % of the amount of electricity tendered.

The offers with the lowest homogenised price expressed in national currency per MWh for each individual product and delivery period shall be considered as potentially winning offers. When calculating the homogenized price, the delivery and payment conditions will be taken into account, as well as the price currency of the offers by applying the official exchange rate established by the National Bank of Moldova for the opening day of the offers.

In order to determine the winning offer (s), the full cost of electricity for the resulting contractual period for Product 1 will be assessed in relation to the possible combinations of the results for products 2.1 and 2.2, provided that the offers expressed remain valid. The offers that will lead to the minimum total cost of electricity for the contractual period will be announced as the winning ones.

10. Template of the sale contract

The template of the electricity sale contract is set out in Annex 1. The terms of the contract can be negotiated with the winners of the auction. The payment conditions are to be part of the energy sale offer. If necessary, the contract can be drawn up bilingually.

11. Statement on own responsibility

Annex 2 contains the template of statement on own responsibility that will be completed by each participant in the auction.

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ANNEX 1. Template of the electricity sale-purchase contract

CONTRACT no. _____

mun. Chisinau

_____._____.2021

_____, hereinafter referred to as "*Supplier*", with the headquarters in mun. _____, str. _____, represented by _____, Administrator, acting based on the Statute, on the one hand, and **Î.C.S., Premier Energy " S. R. L.**, hereinafter referred to as "*Buyer*", with the headquarters in mun. Chisinau, str. A. Doga 4, represented by _____, Administrator, acting based on the Statute, on the other hand

hereinafter jointly referred to as the *Parties* and individually *Party*, have concluded this Contract on the following:

1. SUBJECT MATTER OF THE CONTRACT

1.1. The purpose of this *Contract* is the delivery by the *Supplier* of electricity and capacity (including balancing energy in the case of Product 1 and Product 2.2.) to cover the consumption needs of the *Buyer* during the period of 01 April 2021 to 31 March 2022 (inclusive), under the conditions provided for in the text of this Contract and its annexes.

The *Supplier* will provide the *Buyer* with electricity and capacity from _____ (indicate the source).

1.2. The *Buyer* undertakes to receive and pay for the electricity and capacity purchased in accordance with the terms of this *Contract* and its annexes.

1.3. The obligations of the *Parties* shall be deemed to be fulfilled only after actual the delivery by the *Supplier* to the place of delivery indicated in point 1.4 of the *Contract*, the electricity in the quantity and capacity established under the terms of this *Contract* and the corresponding payment made by the *Buyer* for the electricity actually received under the terms of this *Contract*.

1.4. The place of the electricity supply shall be the electricity measurement points indicated in Annex no.1.

2. TECHNICAL CONDITIONS OF DELIVERY AND RECEIPT OF ELECTRICITY

2.1. The supply of electricity is carried out through power lines of all voltage classes, indicated in Annex no. 1, which is an integral part of this *Contract*.

2.2. The services of dispatching and transmission of electricity, in connection with the execution of this *Contract*, shall be provided in accordance with the conditions of the

Contract on the provision of electricity and capacity transmission services, concluded between the *Buyer* and the *Î.S. "Moldelectrica"*. All technical aspects of the electricity transmission related to power systems shall be coordinated with *Î.S. "Moldelectrica"* (Transmission System Operator-TSO).

The electricity distribution services, as to the execution of this Contract, shall be provided in accordance with the Contract on the provision of electricity and capacity distribution services concluded between the *Buyer* and the *Î.C.S. "Premier Energy Distribution" S. A.* All technical aspects of electricity distribution related to the electricity distribution networks shall be coordinated with *Î.C.S. "Premier Energy Distribution" S. A.* (Distribution System Operator - DSO).

2.3. The calculation period for the supply of electricity is considered to be the calendar month from 00:00 of the first day until 24: 00 of the last day of supply, in accordance with Central European Time (here and further in the text of the contract is indicated Central European Time (CET), which corresponds to Coordinated Universal Time (UTC) plus one hour, without switching to daylight saving time).

The *Parties*, under the terms of this Contract, have agreed to keep track of the electricity supplied in accordance with the CET.

2.4. The *Buyer* submits to the *Supplier*, at the latest by the 21st of the month preceding the calculation, the monthly delivery request, specifying the forecasted volume of electricity that will be purchased during the calculation period and the forecast of the daily consumption schedules for the calculation period.

2.4.1. *The Supplier*, by the 25th of the month preceding the calculation period, after coordination with its contractor, will confirm to the *Buyer* and TSO the possibility of delivering electricity.

2.4.2. The delivery is carried out in accordance with the daily consumption schedules, coordinated between the *Supplier*, the *Buyer* and the TSO.

2.4.3. Neither of the *Parties* has the right to unilaterally change the coordinated daily consumption schedules.

2.5. The Parties, under the conditions of this Contract, shall accept the following scheme of presentation and coordination of the forecast of the daily consumption schedule:

2.5.1. The *Buyer* presents by 11:00 hrs by e-mail to the *Supplier* and TSO the forecast of the daily consumption schedule for the day of delivery according to the table below, for coordination.

The day of submitting the curve	Delivery period
Monday	Wednesday, Thursday, Friday
Wednesday	Saturday, Sunday, Monday, Tuesday

2.5.2. TSO coordinates the technical possibilities for the delivery of the presented schedule and sends it by fax or e-mail to the *Supplier*. Until 15: 00 hrs of the day before the day of delivery, the *Supplier* coordinates the daily consumption schedule and sends it by fax or e-mail to the *Buyer*. From this point on, that schedule is considered coordinated.

2.5.3. The *Buyer* has the right to correct, presenting by 12:00 hrs two days before the day of delivery, the daily consumption schedule modified in relation to the one requested or previously coordinated. The *Supplier*, by 15:00 hrs of the next day, shall send the *Buyer* a response on the coordination of the change.

3. QUANTITY OF THE ELECTRICITY SUPPLIED

3.1. The calculation period constitutes the calendar month during which the supply of electricity is carried out.

3.2. The quantity of electricity actually delivered under to this Contract, shall be determined by the TSO as the difference between the quantity of electricity actually delivered to the power grid of the DSO (co-ordinated by the TSO and DSO in accordance with the protocols on reading the electricity metering equipment, installed at the border of the TSO with DSO), the amount of electrical energy to cover the technological consumption and the electricity losses from the distribution networks of the DSO (calculated according to the data of the DSO), the amount of the electricity delivered to it in accordance with other Contracts of the *Buyer*, and the amount of electricity consumed by the consumers in the area of distribution of the DSO from other Suppliers.

The quantity of electricity delivered in the base load schedule and the peak load (residual) schedule shall be determined by the TSO in accordance with the methodology described in Annex no.3 of this Contract.

3.3. The *Supplier*, based on the information presented by the TSO, shall draft the delivery protocol of the electricity supplied (according to the template indicated in Annex no. 2). Based on this protocol, the *Supplier* prepares the final payment orders and invoices.

3.4. No later than _____ of the month following the calculation, the *Supplier* shall send the *Buyer* by email and in the original the Protocol of electricity delivery-reception coordinated with the TSO and the DSO, and the final payment orders.

3.5. Within one working day as of the date of receipt of the Protocol of *electricity* delivery-reception indicated in point. 3.4 of this Contract, the *Buyer* signs and sends, by post or by courier, a copy of the Protocol to the *Supplier*, TSO and DSO.

4. PRICE AND COST OF THE ELECTRICITY

4.1. The price of one kWh of electricity delivered by the *Supplier* to the *Buyer* in accordance with the provisions of this Contract, is _____.

4.2. The price of electricity fixed in point 4.1 is valid only for the terms of this Contract and cannot serve as a basis for the terms of other contracts.

4.3. The cost of the electricity supplied under the terms of this Contract, which will constitute the payment obligation of the *Buyer*, shall be determined as the product of the quantity of electricity actually delivered in the calculation period (in accordance with Point 3.2 of this Contract) and the price of one kWh of electricity, determined in accordance with point.4.1.

5. PAYMENT ORDER

5.1. The order of payment for the electricity delivered in accordance with the terms of this Contract, are established as follows:

5.1.1. The *Buyer* will make by the date _____ of the calculation period, based on the order of payment submitted by the *Supplier* to the *Buyer* at least two days before the payment deadline, the payment of ____% of the quantity of electricity coordinated on the basis of the supply confirmation letter for the calculation period.

5.1.2. The *Buyer* shall make, by the date _____ of the calculation period, based on the orders submitted by the *Supplier* to the *Buyer* at least two days before the payment deadline, the payment of the next instalment in the amount of ____% of the quantity of electricity coordinated based on the supply confirmation letter for the calculation period.

5.1.3. The final settlement for the electricity delivered during the calculation period will be made by the *Buyer*, based on the Protocol of electricity delivery-reception (pct.3.3 of this contract), the final payment order submitted for the payment by the *Supplier* to the *Buyer* at least two days before the payment deadline, excluding the amounts paid in accordance with p.5.1.1 and 5.1.2, but not later than the 14th of the month following the calculation. If the advance payments according to pct. 5.1.1 and 5.1.2 exceed the cost of electricity supplied during the calculation period according to the Protocol of electricity delivery-reception signed by the *Parties*, the *Buyer* has the right to request the return of the overpaid advance or the reduction of subsequent payments in the amount of the overpaid advance.

5.2. Under the Protocol of electricity delivery-reception, and with the completion of final settlements by the *Buyer* in accordance with pct. 5.1.3, the *Supplier* shall send to the *Buyer* the invoice for the quantity of electricity actually supplied during the calculation period.

5.3. The payments for electricity, delivered during the calculation period, in accordance with p. 5.1.1 - 5.1.3 of this Contract, shall be made by bank transfer of money to the *Supplier's* settlement account, in Moldovan Lei (MDL) according to the official MDL/USD exchange rate established by the NBM for the day on which the respective payments were made.

5.4. The date of payment will be considered the date of debiting the *Buyer's* account. To certify the date of payment, the *Supplier*, after receiving each payment from the *Buyer* under this agreement, will send to the *Buyer's* address within 2 (two) bank days as of the date of receipt of each payment, a copy of the statement from his bank account, certified with the stamp and signature of the persons entitled to sign of the *Supplier*.

5.5. The total amount transferred to the *Supplier's* settlement account must coincide with the amount indicated in the invoice issued by the *Supplier* and accepted by the *Buyer*.

5.6. All bank commissions (expenses) in the *Supplier's* Bank shall be paid by the *Supplier*, and in the *Buyer's* Bank, by the *Buyer*.

5.7. If the amount of payments made in advance by the *Buyer*, in accordance with the provisions of p. 5.1.1-5.1.2 of this Contract for electricity supplied during the calculation period exceeds the amount reflected in the Invoice, the amount of the overpayment will pass to the account of future payments for electricity supplied, or, upon the written request of the *Buyer*, that amount will be transferred to the *Buyer's* settlement account. The *Supplier* will make the refund of the overpayment within 2 bank days as of the moment of receipt of the respective request of the *Buyer*. The amount of overpayment is reflected by the *Supplier* in the subsequent payment accounts.

5.8. In the event of interruption of electricity supplies in accordance with the terms of this Contract or in the event of its suspension, the *Parties* will make all mutual payments for electricity supplied in the calculation period within 5 days from the moment of interruption of supplies.

5.9. All financial obligations under this Contract shall be deemed to be executed only after all mutual payments have been made between the *Parties* and the mutual verification protocol has been signed.

6. JUSTIFICATION DUE TO AN IMPEDIMENT

6.1. Neither of the *Parties* shall be liable for the failure or improper performance of its obligations under this Agreement, if this is due to an impediment set out in point. 6.2. of this Contract, under the conditions of art. 904 Civil Code of the Republic Of Moldova.

6.2. Failure by a *Party* to perform the obligation shall be justified if it is due to an impediment beyond its control and if the Party could not reasonably be required to avoid or overcome the impediment or its consequences.

The following events can be considered as justifying impediments: war, hostilities, blockades, embargoes, and other international sanctions, fire, flood, other natural disasters, and natural disasters, temporary, or the adoption by the authorities of the countries in which it is established, *parties* of acts, which prevent the performance by the *Parties* of their contractual obligations, or other events beyond the control of the Parties.

6.3. The event can be recognized as an impediment only in the event that its objective existence has led to the impossibility of fulfilling the obligations of the contract. The events leading to the un-profitability and difficulty of fulfilling the obligations shall not be proven as an impediment.

6.4. The *Party* referring to the existence of the impediment is obliged within 2 (two) days as of the moment of occurrence of such circumstances to inform the other Party in writing.

6.5. The notification shall contain data on the nature of the impediment, where appropriate the assessment of the influence of these circumstances on the performance by the Parties of their contractual obligations, the period of performance of the obligations.

6.6. In the event that the action of the events mentioned affects the period of fulfillment of the obligations of one of the *Parties*, then the period, established in the Contract, is extended for a period proportional to the action of the event concerned, but not more than 2 (two) calendar months.

6.7. Failure to notify or delayed notification deprives that *Party* of the right to invoke any of the events listed above, whereby it would be released from liability for failure to perform the obligations of this Contract.

6.8. The facts listed in the notification must be attested by an opinion by the Chamber of Commerce and industry or other competent body of the country in which the events occurred.

6.9. If the action of the indicated events lasts more than 60 (sixty) days, the Parties must make a decision on the fulfillment of contractual obligations, signing for this purpose an additional agreement.

6.10. If the *Parties* do not agree on a decision on the execution of contractual obligations, each *party* is entitled to waive their subsequent performance, in which case neither of the *parties* will be obliged to indemnify the other *party* for damages in connection with the waiver.

7. OBLIGATIONS AND LIABILITY OF THE PARTIES

7.1. In the event of withholding payments for the electricity delivered, with a period exceeding 3 (three) calendar days, the *Supplier* is entitled to calculate to the *Buyer* a penalty in the amount of ____% of the unpaid amount for the actual volume delivered to the *Buyer* by the *Supplier* in accordance with the conditions of this Contract calculated for each day of late payment starting from the fourth day of late payment, and the *Buyer* is obliged to make these penalties based on a separate payment account, sent to the *Buyer* by the *Supplier* by fax or e-mail (with subsequent remittance of the respective original payment invoice) within 5 working days as of the moment of its submission. This provision shall apply only if the *Supplier's* contractor has submitted such penalties.

7.2. Making payments of those penalties does not release the *Buyer* of current payments for the supply of electricity in accordance with the terms of this Contract.

7.3. The *Parties* undertake to exercise maximum diligence for the proper fulfilment of their contractual obligations. In the event of non-performance or improper performance of the obligations arising from this Contract, the *Party* at fault will reimburse to the other *Parties* all damages thus caused.

7.4. In the event of a change in the requisitions of the *Parties*, they undertake the obligation to inform each other of this fact within 5 days as of the moment of the appearance of the information about those changes at one of the *Parties*, and to complete that Annex to this Contract.

8. SETTLEMENT OF DISPUTES

8.1. All disputes, divergences, claims in connection with this Contract or that may arise during the performance of this Contract will be settled by the *Parties* through amicable negotiations under the law of the Republic of Moldova.

8.2. If the *Parties* do not reach a common agreement then the dispute will be submitted to the final examination by the competent judicial courts of the Republic of Moldova.

9. CONDITIONS FOR THE INTERRUPTION OF ELECTRICITY SUPPLIES

9.1. The delivery of electricity under this Contract may be interrupted or reduced, as to the volume, indicated in the delivery request and the coordinated daily consumption schedule, with the simultaneous notification of the *TSO* and *DSO* in the following cases:

- a) The occurrence of the events referred to in Chapter 6.
- b) By mutual agreement of both *Parties*.
- c) In case of breach by the *Buyer* of the terms and conditions of payment, provided in this Contract.

- d) In the event of repair works of a breakdown nature or technical damage to the power lines connecting to the source indicated in p.1.1.
- e) In the event of a reduction or interruption of electricity supplies from the source indicated in p.1.1.

9.2. In all cases of reduction or interruption of electricity supplies to the *Buyer*, the *Parties* shall take all measures depending on them to resume electricity supplies as quickly as possible.

9.3. The *Supplier* is obliged to inform the *Buyer* and the TSO about the limitation or interruption of electricity supplies, with a notice of 5 (five) calendar days, until the beginning of the limitation or interruption of electricity supply.

10. OTHER PROVISIONS

10.1. The contract, its content and the content of all annexes are confidential and may not be disclosed or used by the *Parties* without the written consent of the other *Parties*, except:

- Transmission System Operator - Î.S. "Moldelectrica", with regard to the technical aspects of this contract.
- Distribution System Operator - Î.C.S. "Premier Energy Distribution" S. A., with regard to the technical aspects of this contract.
- Branch Ministry - Ministry of Economy and Infrastructure of the Republic of Moldova;
- Regulatory Authority - National Agency for Energy Regulation;
- Other state structures entitled under the current legislation to request information on the conditions of this contract. In such cases, the party to whom the contractual terms will be required to be disclosed under the law will notify the applicant of the confidentiality of the information, and at the same time will inform the other Contracting "Party" of the disclosure requested by a third party.
- consultants / legal representatives of the "Parties", who in turn assume the obligation of confidentiality with respect to the information received.

10.2. Neither of the *Parties* has the right without the written consent of the other *Party* to transmit to third Parties its obligations and rights to perform the terms of this contract.

10.3. Any amendment, supplement or annex to this Contract shall be deemed valid if it is made in writing and signed by the authorized representatives of both *Parties*. The original copy of the signed documents on the modification or completion of the Contract shall be transmitted to the other *Party* by registered letter, fax or direct during the negotiations of the representatives of both *Parties*. In this case, the receipt of the notice by fax represents a confirmation for the *Party* that received this notice of the existence of the document signed by the opposite *Party*, provided that the document in the original is submitted within 2 (two) days.

10.4. If the date or last day of the deadline for the performance of any procedure related to the performance of the obligations under this Contract corresponds to the holidays or days off, then the date or last day of the deadline for the performance of the procedures indicated above shall be considered as the following working day.

10.5. If the amendments, annexes and additions to this Contract concern the interests of the TSO or DSO, then they need to be coordinated with them.

10.6. In the case of the reorganization of one of the contracting *Parties*, the *Party* carrying out the reorganization shall inform, in accordance with the legislation in force, the other party about the start of the procedure for the organization and over a period of 10 days as of the date of completion of the reorganization shall provide to the other party a statement from the state Register of enterprises and organizations on a successor to the rights of the latter, and the executor of the Contract. In the event of a reorganization of one of the Contracting Parties, all rights and obligations arising from the Contract shall be transferred to their rightful successor, without affecting in any way the validity of this Contract. All payments, correspondence and other actions related to the execution of this Contract shall be made in the name and on behalf of the rightful successor of the reorganized party.

10.7. The contract was concluded in the official language, in 5 (five) copies with the same legal force, one copy for each party and one copy for ANRE, Î.S. "Moldelectrica" and Î.C.S. "Premier Energy Distribution" S. A.

10.8. This contract shall enter into force on 01.04.2021 after its signature and coordination/approval by ANRE, Î.S. "Moldelectrica" and Î.C.S. "Premier Energy Distribution" S. A., and will be valid until 31.03.2022 (inclusive), with the possibility of extension of validity by the mutual agreement of the *Parties*.

10.9. If, after the conclusion of this Contract, changes occur in the circumstances conditioned by the entry into force of new regulatory documents, as well as changes in existing ones, establishing new rules or other issues related to the clauses of this Contract, then:

10.9.1. The contract will be mandatory modified/completed by the *Parties*, in order to be adjusted to the new normative regulations. If the *Parties* fail to comply with the obligation to adjust the contract to the new regulations, the contract will terminate by written notice sent by either *Party*.

10.9.2. The contract will terminate automatically, if its execution is impossible as a result of the entry into force of the new normative regulations and/or the execution of the *Contract* is incompatible with the new normative regulations.

11. LEGAL ADDRESSES AND DETAILS OF THE Parties

SUPPLIER:

BUYER:

Î.C.S. "Premier Energy" S.R.L.

MD-2024, mun. Chisinau, str. A. Doga, 4

SIGNATURES OF THE PARTIES:

SUPPLIER:

BUYER:

Î.C.S. "Premier Energy" S.R.L.

COORDINATED:

Î.S. 'Moldelectrica'

**Î.C.S. "Premier Energy
Distribution" S. A.**

Annex no. 1

to the contract no. _____

as of _____._____.2021

**List of lines and points through which the *Supplier* shall
deliver the electricity to the *Buyer***

1. The *Supplier* will deliver the electricity to the *Buyer* at the electricity metering points indicated below.

No	Overhead power lines and connections	U_{nom} , kV	Substations where metering equipment is installed	Note
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

SIGNATURES OF THE PARTIES:

SUPPLIER:

BUYER:

Î.C.S. "Premier Energy" S.R.L.

COORDINATED:

Î.S. 'Moldelectrica'

**Î.C.S. "Premier Energy Distribution"
S. A.**

to the contract no. _____

as of _____._____.2021

Protocol no. ____
for the electricity delivery-reception

_____, hereinafter referred to as "*Supplier*", with the headquarters in mun. _____, str. _____, represented by _____, Administrator, acting based on the Statute, on the one hand, and **Î.C.S., Premier Energy " S. R. L.**, hereinafter referred to as "*Buyer*", with headquarters in mun. Chisinau, str. A. Doga, 4, represented by _____, Administrator, acting based on the Statute, on the other hand

have concluded this Annex to contract no. _____ as of ____2021 (hereinafter - Contract) according to p. 3.3 of the Contract, regarding the following:

1. The quantity of electricity actually delivered by the *Supplier* to the *Buyer*, in the month _____ constitutes _____ kWh.
2. In other cases, not provided for in this Annex, the Parties shall be guided by the provisions of the Contract and its Annexes.
3. The Annex has been drafted in 4 (four) copies, with the same legal force, one copy for each party and one copy for Î.S. "Moldelectrica" and Î.C.S. "Premier Energy Distribution" S. A.

SIGNATURES OF THE PARTIES:

SUPPLIER:

BUYER:

Î.C.S. "Premier Energy" S.R.L.

COORDINATED:

Î.S. 'Moldelectrica"

**Î.C.S. "Premier Energy
Distribution" S. A.**

to the contract no. _____

as of _____._____.2021

Determination of the quantity of electricity delivered in the Base load schedule and Peak load (residual) schedule

Graphically, the Base load is a band-standardized energy product for the physical delivery of electricity, the supply of which begins on the first day of the reference month at 00.00 hrs and ends on the last day of the reference month at 24:00 hrs.

Graphically, Peak load (residual) is an energy product obtained by the difference between the load graph of the electricity actually delivered under this contract and the base load graph, for the physical delivery of electricity, the supply of which begins on the first day of the reference month at 00.00 hrs and ends on the last day of the reference month at 24:00 hrs.

As input data the following are used:

1. Load curve profile of ÎCS "Premier Energy" SRL is similar to the load curve profile, with hourly recording of electricity entered into the distribution border of ÎCS "Premier Energy Distribution" SA.
2. Calculations are made for each calendar month, which is specified as the calculation period.
3. Electricity with hourly recording actually registered in a calculation period at the entrance to the distribution border of ÎCS "Premier Energy Distribution" SA, $W_{FD(t)}$.
4. Total quantity of electricity actually delivered during the calculation period to the electricity grid of ÎCS "Premier Energy Distribution" SA, W_{FD} .
5. Quantity of electricity actually delivered during the calculation period by the central Supplier, with hourly registration, $W_{FC(t)}$.

The quantity of electricity $W_{FC(t)}$ is determined according to the relationship below:

$$W_{FC(t)} = K \times (W_{CET1(t)} + W_{CET2(t)} + W_{CET\ Nord(t)} + W_{SER\ PED(t)} + W_{SER\ ME(t)} + W_{SER\ RN(t)}) \quad (1)$$

Where,

- $W_{CET1(t)}$ - quantity of electricity with hourly registration delivered during the calculation period by CHP Source 1;
- $W_{CET2(t)}$ - quantity of electricity with hourly registration delivered during the calculation period by CHP Source 2;
- $W_{CET\ Nord(t)}$ - the quantity of electricity with hourly registration delivered during the calculation period by CHP Nord;
- $W_{SER\ PED(t)}$ - the quantity of electricity with hourly registration delivered during the calculation period by the RES connected to the electrical networks of ÎCS "Premier Energy Distribution" SA;
- $W_{SER\ ME(t)}$ - the quantity of electricity with hourly registration delivered during the calculation period by the RES connected to the electricity networks of ÎS "Moldelectrica";

- $W_{SER RN(t)}$ the quantity of electricity with hourly registration delivered during the calculation period by the RES connected to the electrical networks of SA "RED Nord" SA;
- 6. Mandatory quota K , determined by the central supplier for the calculation period;
- 7. Quantity of electricity with hourly registration delivered during the calculation period to ÎCS "Premier Energy" SRL by RES and other sources at negotiated prices $W_{SPN PE(t)}$;
- 8. Total quantity of electricity actually delivered during the calculation period to ÎCS "Premier Energy" SRL by RES and other sources at negotiated prices $W_{SPN PE}$;
- 9. The quantity of electricity with hourly registration delivered during the calculation period by NHE Costești to ÎCS "Premier Energy" SRL at negotiated prices $W_{NHEC(t)}$;
- 10. The quantity of electricity actually consumed during the calculation period by the consumers of ÎCS "Premier Energy" SRL W_{PE} .

Further on, the load curve of ÎCS "Premier Energy" SRL will be determined using the load curve profile with hourly recording of the electricity entered into the distribution border of the ÎCS "Premier Energy Distribution" SA according to the calculation relationship indicated below.

$$W_{PE(t)} = \frac{W_{FD(t)} + W_{SPN PE(t)}}{W_{FD} + W_{SPN PE}} \times W_{PE} \quad (2)$$

The amount of hourly recorded electricity actually delivered during the calculation period under this contract shall be determined with the relationship (3).

$$W_{PE \text{ livrata } (t)} = W_{PE(t)} - W_{FC(t)} - W_{SPN PE(t)} - W_{NHEC(t)} \quad (3)$$

From the analysis of the load curve obtained by the relation (3) and taking into account the definition of graph, Base load and graph, Peak load (residual) in this Annex, the corresponding quantity of electricity shall be determined graph, Base load and $W_{Sarcina \text{ de bază}}$ graph, Peak load (residual)) $W_{Sarcina \text{ de vârf}}$:

$$W_{Sarcina \text{ de bază}} = P_{Sarcina \text{ minima}} \times t \quad (4)$$

where,

$P_{Sarcina \text{ minima}}$ - the minimum value of the load determined from the relationship (3) during the calculation period,

t - number of hours in the calculation period,

$$W_{Sarcina \text{ de vârf}} = W_{PE \text{ livrata}} - W_{Sarcina \text{ de bază}} \quad (5)$$

where,

$W_{PE \text{ livrata}}$ - the quantity of the energy delivered in the calculation period, according to the contract.

The method described in this Annex could be adapted according to the number and origin of suppliers / producers.

SIGNATURES OF THE PARTIES:

SUPPLIER:

BUYER:

Î.C.S. "Premier Energy" S.R.L.

COORDINATED:

Î.S. 'Moldelectrica"

**Î.C.S. "Premier Energy
Distribution" S. A.**

ANNEX 2. Template of declaration on own responsibility

Declaration on own responsibility

_____ states the following:
(company name),

1. Before signing this declaration, I have read and agree with the technical specifications of auction.
2. All the data presented in this application and in the annexes mentioned in them are truthful and correct and that they meet all the conditions provided by law for carrying out the activities, which are the subject of this auction.
3. I agree that the Buyer may, whenever deemed necessary, carry out the necessary investigations with the competent bodies and obtain data from the competent records. The acquired data will be used exclusively for the needs of the Buyer.
4. I agree with the content of the general terms and conditions of electricity delivery, as well as with the provisions of the contract that will be adapted to the conditions presented in the offer. If selected, I undertake to enter into a contract within the time limit set out in the Electricity Procurement Procedure.

Date:

Name and position of signatory:

Signature: