

# Technical Specifications

## on the procurement of electricity to cover technological consumption and electricity losses

### 1. Purpose of the auction

Establishing the organizational, conduct, validation and adjudication requirements of the electricity procurement tender for the period 01.04.2021-31.03.2022 to cover the technological consumption and electricity losses (including balancing energy), according to the provisions of the electricity procurement procedure, Annex to the [Electricity Market Rules](#), approved by ANRE decision no.283/2020 of 7 august 2020.

The invitation to tender shall be addressed to all pre-qualified suppliers.

### 2. The subject matter of the tender

Î.C.S "Premier Energy Distribution" S. A. plans to procure electricity according to the technical specification presented in pct.5, which includes the delivery period and the auction product.

The quantity of electricity delivered will be determined and confirmed by the Transmission System Operator "S" Moldelectrica " (TSO) as the difference between the quantity of electricity recorded by the metering equipment, installed at the border of TSO with Î.C.S. "Premier Energy Distribution" S. A. (*Buyer*), and the data, determined and presented by the *Buyer*, on the quality of electricity distributed in the address of consumers connected to the *Buyer's* network.

### 3. Tender calendar

The schedule for the process of procuring the electricity required to cover the technological consumption and electricity losses includes 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 list 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	<b>23.02.2021</b>
5.	The receipt, opening and assessment of offers	<b>16.03.2021</b>
6.	Notification of the results of the auction to the participants and ANRE, negotiation of contractual conditions and conclusion of contracts	17.03.2021
7.	New effective contracts	<b>01.04.2021</b>

#### 4. The way of conducting the auction

The participants in the auction shall submit their offers at the premises of Î.C.S. "Premier Energy Distribution" S. A., address mun. Chisinau, str. A. Doga, no.4, MD-2024, in sealed envelope, by 16.03.2021, 10<sup>00</sup> hours (GMT + 2).

As well, when the participants do not have the opportunity to submit the offers at the address specified, the password-protected offer will be sent to the email address [Reglementari\\_Distributie@premierenergy.md](mailto:Reglementari_Distributie@premierenergy.md), by 16.03.2021, 10<sup>00</sup> hours (GMT + 2).

The opening, validation and assessment of the tenders will take place on 16.03.2021, 10<sup>00</sup> hours (GMT +2), in the premises of Î.C. S. "Premier Energy Distribution" S. A. (address: mun. Chisinau, str. A. Doga, no.4) with the physical presence of pre-qualified suppliers and/or their participation via electronic means of communication.

A teleconference will be organized on ZOOM platform in order to facilitate the participation via 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.

The opening, validation and assessment of the offers will be carried out in 3 stages in the presence of bidders on 16.03.2021 starting at 10<sup>00</sup> hrs (GMT+2).

After opening the initial bids, 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, the final round of open negotiations will take place, 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.

##### a) Delivery period

**01 APRIL 2021-31 MARCH 2022**

##### b) Total estimated quantity of electricity

This product will also include balancing energy.

month	MW	MWh
-------	----	-----

apr.21	13	6.643
may 21	12	6.660
Jun.21	52	25.734
Jul.21	65	33.674
aug.21	44	23.601
sept.21	22	11.237
oct.21	28	14.573
nov.21	57	29.206
dec.21	99	53.149
Jan.22	9	4.927
feb.22	9	4.500
mar.22	24	12.455
<b>TOTAL</b>	<b>x</b>	<b>226,360</b>

### c) Characteristic load curves for the winter and summer period

Hour	Winter, MW			Summer, MW		
	Working	Saturday	Sunday	Working	Saturday	Sunday
0-1	22	20	21	30	31	30
1-2	20	18	19	27	28	27
2-3	19	17	18	26	26	26
3-4	19	17	18	25	25	25
4-5	19	17	18	25	25	24
5-6	20	17	18	25	24	23
6-7	24	19	19	28	26	24
7-8	29	21	20	34	30	27
8-9	34	25	23	41	36	30
9-10	37	28	25	45	40	33
10-11	38	30	27	47	43	35
11-12	38	31	28	48	44	36
12-13	37	31	28	48	44	37
13-14	37	31	28	49	44	37
14-15	37	30	27	49	44	37
15-16	36	30	27	48	43	36
16-17	37	31	29	47	42	36
17-18	38	32	31	46	42	36
18-19	37	32	31	44	41	36
19-20	36	30	30	43	40	35
20-21	34	29	29	42	40	36
21-22	32	27	28	44	41	38
22-23	29	25	26	42	40	37
23-24	25	22	23	36	36	33

## 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).

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.

### 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**

The bids with the lowest homogenised price expressed in national currency per MWh for each individual product and delivery period shall be considered as potentially winning bids. 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.

To determine the winning offer(s) will be assessed the full cost of electricity for the contractual period. 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.

### **Contact person:**

name: Gotisan Tatiana

tel: +373 22 431 042

mob: +373 62 161 621042

e-mail: [Reglementari\\_Distributie@premierenergy.md](mailto:Reglementari_Distributie@premierenergy.md)

## 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 Distribution" S.A.**, 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) 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).

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.

<b>The day of submitting the curve</b>	<b>Delivery period</b>
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 and confirmed by the TSO as the difference between the quantity of electricity registered by the metering equipment, installed at the border of the TSO with *Buyer*, and the data, determined and presented by the *Buyer*, regarding the quantity of electricity distributed to the consumers connected to the *Buyer's* network.

3.3. The *Supplier*, based on the information presented by the TSO, shall draft the Protocol of electricity delivery-reception (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 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* and TSO.

#### **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 power 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.
- 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*, then they need to be coordinated with the *TSO*.

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 day 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 4 (four) copies with the same legal force, one copy for each party and one copy for ANRE and Î.S. "Moldelectrica".

10.8. This contract shall enter into force on 01.04.2021 after its signature and coordination/approval by ANRE and Î.S. "Moldelectrica", 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 Distribution" S.A.**

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

### SIGNATURES OF THE PARTIES:

**SUPPLIER:**

**BUYER:**

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

\_\_\_\_\_

\_\_\_\_\_

**COORDINATED:**

**Î.S. "Moldelectrica"**

\_\_\_\_\_

to the contract no. \_\_\_\_\_

as of \_\_\_\_.\_\_\_\_.2021

**List of power 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 Distribution" S.A.**

---

**COORDINATED:****Î.S. "Moldelectrica"**

---

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 Distribution" S.A.**, 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 3 (three) copies, with the same legal force, one copy for each party and one copy for Î.S. "Moldelectrica".

**SIGNATURES OF THE PARTIES:**

**SUPPLIER:**

**BUYER:**

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

\_\_\_\_\_

\_\_\_\_\_

**COORDINATED:**

**Î.S. "Moldelectrica"**

\_\_\_\_\_

## 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: