

N.	The content of the objection/proposal/recommendation/argument	Existing editorial	The proposed new wording	Tenders Commission comments
1	It is proposed to redact the definition of <i>Proposed Site</i>	Proposed Site means the site identified and selected by the Investor for the development of a Project as part of its Technical Bid in accordance with this tender procedure. A Proposed Site shall be considered as a separate site if it corresponds to a single network connection point, and it is allocated to the Project according to the related construction authorization(s).	“Proposed Site” means the site identified and selected by the Investor for the development of a Project as part of its technical offer in accordance with this tender procedure. A location is considered a single distinct location if it corresponds to one or more connection points, connected from the same power line feeder, and is allocated to the Project according to a single	<p><b>It is rejected</b></p> <p>The proposed amendment is unclear. We inform you that, in accordance with the provisions of Article 34, Paragraph (1), Letter a) of Law No. 10/2016 on promoting the use of energy from renewable sources, large eligible producers may benefit from the fixed-price support scheme if they own or will own a power plant(s) with an installed/cumulative power greater than the capacity limit established under Article 10, Paragraph (1), Letter e). These provisions are also incorporated in the term "Project" within the tender documentation.</p>

			construction authorization..	
2	It is proposed to redact the definition Power plant	<b>Power plant</b> means an installation or a set of technical installations, including photovoltaic electricity production equipment and related infrastructure, including photovoltaic panels located on a proposed Site in the Republic of Moldova (but excluding the assets of the system operator).	<b>Power plant</b> means an installation or a set of technical installations, including photovoltaic electricity production equipment and related infrastructure, including photovoltaic panels located on a proposed Site in the Republic of Moldova (but excluding the system operator's assets) <b>with one or more points of connection from the same power line feeder.</b>	<b>It is rejected .</b> For the above reasons.

3	<p>Based on the experience of European countries, a shareholder can own multiple companies, each specializing in a different area, such as solar energy or wind turbines. To enhance clarity, the proposal suggests adding the phrase “having the same shareholder” to the definition of "Investor." Furthermore, several investors in the Republic of Moldova already qualify as majority shareholders across multiple enterprises registered locally and operating in the renewable energy sector.</p>	<p>Investor means a participant either as a individual, a citizen of the Republic of Moldova, registered as an undertaking, or a legal entity registered in the Republic of Moldova as an undertaking, or a foreign individual or foreign legal entity registered as undertaking, or a group of legal entities and/or individuals registered in the Republic of Moldova and/or abroad (or, as applicable, citizens of the Republic of</p>	<p>"Investor" means a participant in the auction as either a natural person, a citizen of the Republic of Moldova, registered as an enterprise; a legal person registered in the Republic of Moldova as an enterprise; a foreign natural or legal person; or a group of natural persons and/or legal entities registered in the Republic of Moldova and/or abroad (or, as applicable, citizens of the Republic of Moldova or foreigners)</p>	<p><b>The proposal is rejected.</b> If a group of companies wishes to participate, they must associate and participate in a consortium, regardless of whether they share the same shareholder. The proposed amendment introduces uncertainty regarding the Investor’s legal structure.</p>
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		<p>Moldova or foreign), associated in the Consortium, who requests to be granted the Eligible Producer status in the tender procedure and which assumes the obligation to ensure the financing, construction and operation of one or more Power Plants, with an installed capacity greater than the capacity limit set by the Government in accordance with the Renewable Energy Law.</p>	<p>having the same shareholder or associated in a Consortium, who seeks to obtain Large Eligible Producer status in the bidding process and commits to financing, constructing, and operating one or more power plants with an installed capacity exceeding the capacity limit set by the Government according to the Renewable Energy Law.</p>	
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4	<p>To reflect real situations in the field, it is proposed to draft a definition for "Connection Installation." In practice, there are cases where a photovoltaic park is built on a single cadastral number but connected via the same 10kV overhead line (LEA10kV) feeder from adjacent pylons with different numbers. A single construction authorization and construction project are used, and this approach is chosen for technical and economic reasons to avoid using high-capacity transformers and extended electrical connections (LECs).</p>	<p>Connection installation means an electrical installation through which the connection is made between the electrical network and the Power Plant or the user installation.</p>	<p>The connection facility means <b>one or more</b> electrical facilities through which the connection is made between the electrical network and the Power Plant or the user facility.</p>	<p><b>It is accepted.</b> The point will be modified</p>
5	<p>It is proposed to draft point 7.3, which will have the following content:</p>	<p>The fact that the same Investor submits several Offers is not considered a conflict of interest situation.</p>	<p>point 7.3 The fact that the same Investor or <i>an Investor who is a majority shareholder with a 100% share</i> of the share capital in several companies submits several offers is not considered a conflict of</p>	<p><b>It is rejected</b> The current definition is clear and adequate, and the proposed addition could create confusion.</p>

			interest situation	
6	It is proposed to draft point 26.3, which will have the following content:	An Investor may rely on the credentials or experience of an enterprise of its group of enterprises to meet the qualification criteria only provided that it can demonstrate that it has Effective Control of that enterprise. For this purpose, he will present supporting documents that confirm the existence of Control, including, but not limited to: extracts from advertising registers, articles of	point 26.3 An Investor may rely on the credentials or experience of a company in the group of companies of which it is a part to meet the qualification criteria only on the condition that it can demonstrate that <b>they have the same partner</b> or have Effective Control over that company. For this purpose, he will present the supporting documents, which confirm the existence of the Control, including, but	<b>It is rejected</b> The current definition sufficiently addresses all scenarios of joint control by employing the terms "Control" and "Consortium." The addition could introduce unnecessary ambiguity.

		association, agreements between associates that establish the control by the Investor or any of the members of the Consortium over the respective enterprise.	not limited to: extracts from the advertising register, constitutive documents, the agreement between the associates that establish the control by the Investor or any of the members of the Consortium over the respective enterprise.	
7	It is proposed to draft point 35.1 of the photovoltaic power plant tender documentation	point 35.1 To participate in the auction procedure, the Investor must comply with the provisions of this Tender Documentation and submit the necessary documents and information to	point 35.1 To participate in the auction procedure, the Investor must comply with the provisions of this Auction Documentation and submit the necessary documents and information to	<p><b>It is rejected</b> This requirement is already addressed in point 26.3 of the Bidding Documentation.</p> <p>26.3. An Investor may rely on credentials or experience of an undertaking from the group of undertakings to which it belongs to meet the Qualification Criteria only if it can demonstrate that it has effective Control over the respective undertaking. To this end, it shall provide supporting documents confirming the existence of the Control, including, but not limited to: excerpts from public registers, acts of incorporation, agreements between members establishing control by the Investor or any members of the</p>

		confirm the following: h) The Investor must have experience in the development and operation of a photovoltaic power plant with an installed capacity greater than or at least equal to 1 (one) MW of installed capacity;	confirm the following: h) The investor as <b>an individual applicant or the group of companies to which the investor belongs must</b> have experience in the development and operation of a photovoltaic power plant with an installed capacity greater than or at least equal to 1 (one) MW of installed capacity ;	Consortium over the respective undertaking. .
8	It is proposed to draft point 35.1 of the wind power plant tender documentation	point 35.1 In order to participate in the auction procedure, the	point 35.1 In order to participate in the auction procedure, the	<b>It is rejected Same consideration.</b>

		<p>Investor must comply with the provisions of this Tender Documentation and submit the necessary documents and information to confirm the following:</p> <p>h) The Investor must have experience in the development and operation of a wind power plant with an installed capacity greater than or at least equal to 4 (four) MW of installed capacity;</p>	<p>Investor must comply with the provisions of this Tender Documentation and submit the necessary documents and information to confirm the following:</p> <p>h) The Investor <b>as an individual applicant or the group of companies to which the investor belongs</b> must have experience in the development and operation of one/some wind power plants with an installed capacity greater than or at least equal to</p>	
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			4 (four) MW of installed capacity;	
9	If in the tender documentation the prescribed deadline is not indicated in working days, are all these deadlines calculated in calendar days?	<i>Full text of tender documentation</i>		Yes, all deadlines are considered calendar days unless explicitly stated as "working days."
10	Given the fact that a selection criterion was introduced in the tender documentation regarding the demonstration of the experience of each Investor, the participation of natural persons as Investors is not at all possible. In the current Investor concept, a foreign natural person can participate in the auction individually, while a natural person who is a citizen of the Republic of Moldova needs to be registered as an enterprise. In this sense, we come up with the proposal regarding the exclusion of natural persons from the notion of Investor or the equalization of foreign natural persons	p. 3.1. the notion of "Investor" Investor means a participant in the auction as either a natural person, a citizen of the Republic of Moldova, registered as an enterprise, or a legal person registered in the Republic of Moldova as an enterprise, or a foreign natural or legal person, or a group of natural persons and /or legal entities	Investor - means a participant in the auction as either the entity registered in the Republic of Moldova as an enterprise, or a foreign legal entity, or a group of legal entities registered in the Republic of Moldova and/or abroad, associated in the Consortium, which requests to is offered the status of large eligible	The definition of "Investor" has been updated as follows: Investor means a participant either as a individual, a citizen of the Republic of Moldova, registered as an undertaking, or a legal entity registered in the Republic of Moldova as an undertaking, or a foreign individual or foreign legal entity registered as undertaking, or a group of legal entities and/or individuals registered in the Republic of Moldova and/or abroad (or, as applicable, citizens of the Republic of Moldova or foreign), associated in the Consortium, who requests to be granted the Large Eligible Producer status in the tender procedure and which assumes the obligation to ensure the financing, construction and operation of one or more Power Plants, with an installed capacity greater than the capacity limit set by the Government in accordance with the Renewable Energy Law.

		<p>registered in the Republic of Moldova and/or abroad (or, as the case may be, citizens of the Republic of Moldova or foreigners), associated in the Consortium, who request to be offered the status of Large Eligible Producer in the bidding process and who undertake the obligation to ensure the financing, construction and operation of one or more Power Plants, with an installed capacity greater than the</p>	<p>Producer in the bidding process and which undertakes the obligation to ensure the financing, construction and operation of one or more Power Plants, with an installed capacity greater than the capacity limit established by the Government in accordance with the Energy Law renewable."</p>	
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		capacity limit established by the Government in accordance with the Renewable Energy Law.		
11	The notion of the project company includes entities established as a result of the designation of the participant in the auction as the declared winning Investor. In relation to the fact that potential investors present in the Republic of Moldova and developing projects in this field are already present with registered project companies, we propose	p. 3.1. the notion of "Project Society"  Project company means an entity established in accordance with the legislation of the Republic of Moldova by a foreign natural or legal person or the members of the Consortium - persons foreign individuals or legal entities, as a result of	"Project company means an entity established in accordance with the legislation of the Republic of Moldova by a foreign natural or legal person or the members of the Consortium - foreign natural or legal persons, for the development of a project."	<b>It is rejected</b> The term "project company" has been removed from the tender documents to simplify the framework and ensure uniformity in definitions.

		their designation as the declared winning Investor.		
12	We believe that in the event that a project Company participates as an Investor, in such cases the Investor's Representative should be its main partner, who also established it for the development of a Project. In this sense, we propose to modify the notion of "Investor's Representative" in the following wording:	<p>p. 3.1. the notion of "Investor's Representative "</p> <p>The Investor's representative means the executive body (administrator(s)), the chairman the board of directors of the legal entity, or any other person entitled to statutory representation of the legal entity pursuant to the act of incorporation of the legal entity,</p>	<p>"Representative of the Investor means the executive body (administrator(s)), the chairman of the board of directors of the legal entity, or any other person with the right to statutory representation of the legal entity based on the act of incorporation of the legal entity, or <b>the statutory representative s of the main associate in the case The</b></p>	<p><b>It is rejected</b></p> <p>Suggested changes to limit the definition of "Investor's Representative" were declined, as the current definition provides flexibility and does not impose extra restrictions. The main partner can still appoint a representative if required.</p>

		and in the case of the Consortium - of the Consortium Leader, as established in the agreement of participation, to sign the application, the Technical Offer and the Financial Offer, to represent the Investor at the meetings of the Tender Commission, to deliver the passwords of the files, as well as to confirm the Bids marginal or provide any information requested by	<b>project company</b> , and in the case of the Consortium - the Consortium Leader, as established in the participation agreement, to sign the application, the Technical Offer and the Financial Offer, to represent the Investor at the meetings of the Tender Commission, to deliver the file passwords, as well as to confirm Marginal Bids or provide any information requested by the Tender Committee."	
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		the Tender Commission.		
13	In point 6.4. reference is made to Section 31 of the Bidding Documents. We believe that the reference is erroneous and reference should be made to Section 32 of the Bidding Documents, which refers to the applicable procedure in case of withdrawal of an Offer after the deadline for their submission.	p. 6.4. If an Investor who submitted two or more Bids, including through its Project Companies, withdrew one of the Bids after the Submission Deadline bids, it and its Project Societies will be sanctioned as laid down in Section 31 of this Bidding Document.	p. 6.4. If an Investor who has submitted two or more Offers, <b>including through To its project companies</b> , withdrew one of the Offers after the Submission Deadline bids, it and its Project Societies will be sanctioned as laid down in <b>Section 32</b> of this Bidding Document.	<b>It is rejected</b> The phrase "project company" was excluded from the text of the tender documentation. The request to adjust the reference from Section 31 to Section 32 was accepted,
14	In relation to the fact that the Investors have registered several Project Companies, in order to avoid the erroneous treatment of some legal situations, we consider it necessary to modify point 7.3. from the tender documentation in the following wording:	p. 7.3. The fact that the same Investor submits several Offers is not considered a conflict of	"7.3. The fact that the same Investor submits several Offers, <b>including through</b>	<b>It is rejected</b> The rules prevent an investor from submitting individual and consortium bids simultaneously, to avoid conflicts.

		interest situation	<b>several Project Companies,</b> is not considered a conflict of interest situation ."	
15	The current wording stipulates that the offer and the documents related to the offer will be written in Romanian or English. Since several technical documents will be in English, at the same time basic documents in Romanian, it is proposed to give participants the opportunity to submit offers in Romanian and/or English.	p. 9.1. The Offer and the documents related to the Offer, as well as all correspondence between the Investor and the Auction Commission, will be written in Romanian or English.	The Offer and documents relating to the Offer, as well as all correspondence between the Investor and The tender commission will be drafted in Romanian <b>and/or</b> English .	<b>It is accepted.</b> The flexibility to submit documents in both languages facilitates international participation, while ensuring compliance with legal requirements for official documents
16	According to point 32.2. from the tender documentation, the Investor has the right to withdraw the Bids submitted at any time by written notification until the deadline for submitting the Bids. At the same time according to point 25.5. letter a) and the conditions for executing the Guarantee for the Offer from Annex no. 5 (letter a)), this can be executed if Investor 3 has withdrawn his Offer during its validity period. In order to comply with the	p. 25.5. letter a) The guarantee for the offer is executed, if: a) The investor withdrew his Offer during its validity period; and Appendix no. 5 letter a)	p. 25.5. letter a) The guarantee for the offer is executed, if: a) The investor withdrew his Offer during its validity period, <b>after the deadline for submission of</b>	<b>It is rejected</b> The validity period of the offer is 180 days. point 32.2 provides for 2 situations when the guarantee for the offer is retained, if he withdraws his offer, depending on the moment of withdrawal: I - <b><i>after the deadline for submission of Offers and until their opening meeting , for the withdrawn offer</i></b> II - after the opening of the offers, with the withdrawal of the guarantee <b><u>for all the offers submitted</u></b> by the investor.

	<p>provisions of point 32.2. it is proposed to complete the reference points with the following text: "after the deadline for submitting the Offers and until their opening meeting."</p>	<p>The investor withdrew his Offer during its validity period</p>	<p><i>Offers and until their opening meeting ;</i></p> <p>and Appendix no. 5 letter a) The investor withdrew his Offer during its validity period <i>after the deadline for submission of Offers and until their opening meeting</i></p>	<p>In this case, the proposed wording does not refer to the second time interval, which is actually a more drastic one - for all the investor's offers.</p>
17	<p>According to point 32.3. from the tender documentation, the sanctions for the withdrawal of the Offer after the deadline for their submission occur against the Investor for the withdrawn Offer, while according to Proposition 2 of point 34.2., such sanctions will apply to all the Offers submitted by the Investor. We consider such sanctions too harsh for the Investor who has submitted several Offers, and we propose that such sanctions be applicable only for withdrawn Offers. In this sense, we come up with the proposal to modify sentence 2 of point 32.4. from the tender</p>	<p>p. 32.4. The withdrawal of one or more Offers of the same Investor, after the opening meeting of the Offers, is sanctioned by finding that the Investor has failed to fulfill his obligations,</p>	<p>The withdrawal of one or more Offers of the same Investor, after the opening meeting of the Offers, is sanctioned by finding that the Investor has failed to fulfill his obligations, depriving him</p>	<p><b>It is rejected</b></p> <p>In the context where an investor can submit several bids, the exclusion of the application of sanctions for all bids cannot be accepted. Such an exclusion would allow the investor to manipulate the process by withdrawing the lowest bid without suffering the consequences. The application of sanctions to all bids submitted is necessary to prevent such practices and to ensure the transparency and fairness of the bidding process.</p>

	documentation in the following wording: "Sanctions will apply to all Bids withdrawn by the Investor."	depriving him of all his rights to the award of Eligible Producer status and forfeiture of the Bid Security in favor of the Government, without further formalities or legal action. Sanctions will apply to all Bids submitted by the Investor.	of all his rights to be awarded the status of eligible Producer and losing the Guarantee for the tender offer in favor of the Government, without other formalities or legal actions. Penalties will <b>only apply to withdrawn bids</b>	
18	What is the maximum duration of the "necessary term" that can be offered by the Tender Commission according to point 34.3. from the tender documents?	p. 34.3. In order to verify that the Investor meets the qualification requirements of the Technical Offer and/or in case of non-material deviations from the requirements of the Technical		The deadline is determined on a case-by-case basis by the Tender Commission, with reference to Point 20.2 which specifies a range of 5-10 working days for non-material deviations.

		Offer that can be remedied without substantially changing the Technical Offer, the Auction Commission has the right to request the Investors to submit additional information and appropriate corrections, if applicable, providing a necessary deadline for submitting the additional information requested.		
19	According to the current wording, the Authorized Representative does not need to confirm that he has not been criminally convicted by a final court decision for activities considered as corrupt practices within the meaning of this Tender Documentation, money laundering, crimes	p. 35.1. LIT e) The Investor and the Investor's Representative (with the exception of	The Investor and the Investor's Representative ( <i>including the Authorized Representative</i>	<b>It is rejected</b> The admissibility criteria are checked in connection with the Investor, his associates and statutory representatives. The Authorized Representative can be a simple agent (with power of attorney)

	<p>against security and public order. We believe that the Investor's Authorized Representative should not be exempt from this verification. In this sense, the exemption of the Authorized Representative is proposed to be excluded from the reference point.</p>	<p>the Authorized Representative ) have not been criminally convicted by a final judgment of a court for activities considered as corrupt practices within the meaning of this Tender Documentation , money laundering, crimes against security and public order. Neither the Investor, nor the Investor's Representative, nor its direct or indirect shareholders, parent companies, subsidiaries, Beneficiaries, any of their</p>	<p>) have not been criminally convicted by a final judgment of a court for activities considered as corrupt practices within the meaning of this Tender Documentation , money laundering, crimes against security and public order. Neither the Investor, nor the Investor's Representative, nor its direct or indirect shareholders, parent companies, subsidiaries, Beneficiaries, any of their administrators and directors,</p>	
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		administrators and directors, are or have been subject to the list of prohibitions of economic operators, or of any international sanctions imposed by the United Nations or the European Union;	are or have been subject to the list of prohibitions of economic operators, or of any international sanctions imposed by the United Nations or the European Union;	
20	<p>Regarding this point we have 2 clarifications:</p> <p>1. What will be the procedure for proving the effective beneficiaries of the Investor if, due to its complex structure, it is not possible to identify such beneficiaries? At the moment, according to the current legislation in such cases the administrator of the Company founded by the Investor is declared as the effective beneficiary;</p> <p>2. In the English version of the tender documentation it is indicated "Beneficiary owners of the Investors ", without specifying the term "Ultimate beneficiary owners ", thereby misleading potential</p>	p. 35.1. LIT d) The real beneficiaries of the Investors		<p>1. In cases where the beneficial owners cannot be identified due to complex structures, the company administrator will be deemed to be the beneficial owner.</p> <p>2. <b>It is rejected</b> The English version is identical to the Romanian one: "Real Beneficiary means the natural person(s) or legal entity(ies) <b>who holds Control over the Investor</b> , in the last instance, namely: ..." "Beneficial owner means the individual(s) or legal entity(ies) <b>who ultimately have Control over the Investor</b> , specifically: ..." (</p>

	Investors. We believe that these provisions are to be standardized with the Romanian language version.			
21	<p>Regarding this point we have 2 clarifications:</p> <p>1. Taking into account that the Investor for the purposes of this documentation can also be a project company registered in the Republic of Moldova, we consider it necessary to specify that the experience in the development and operation of a photovoltaic power plant should be presented at the level of the group of companies from which the Investor is a part.</p> <p>2. According to this point, the obligation of the Investor to demonstrate minimum experience in the development and operation of a photovoltaic power plant with an installed capacity greater than or at least equal to 1 (one) MW of installed capacity is provided. We consider the experience of 1 MW irrelevant to build a 50 MW project for example. That is why it is imperative to impose the minimum bid capacity experience.</p>	p. 35.1. LIT h)		<p><b>1. It is rejected.</b> See point 26.3 of the Tender Documentation</p> <p><b>2. is rejected.</b> Proposal to require greater experience for larger projects was declined to maximize competitive participation, thus broadening investor interest.</p>
22	In order to clarify the language regarding the demonstration of the previous technical experience of the Investor, it is proposed to amend the paragraph in the following wording: "	p. 35.2. LIT it) To demonstrate previous technical experience, the Investor must	l) To demonstrate previous technical experience, the Investor must	<p><b>It is rejected</b> The current provision provides a necessary level of detail to demonstrate the Investor's experience.</p>

		<p>present the following supporting documents • the list of photovoltaic power plants that have been developed by the Investor and that use renewable energy;</p> <p>• valid commissioning certificates or any other similar document;</p>	<p>present the following supporting documents: • the list of photovoltaic power plants that have been developed, financed, built and put into operation by the Investor or companies belonging to it and that use renewable energy; • valid commissioning certificates or any other similar document."</p>	
23	<p>It is proposed to exclude the point in order to present information such as that the Investor appeared as a service provider, as being irrelevant.</p>	<p>p. 35.2. paragraph 1) For each photovoltaic power plant, the Investor must provide:</p> <p>1) Operation and</p>	<p>For each photovoltaic power plant, the Investor must provide:</p> <p>1) Operation and maintenance agreement,</p>	<p><b>It is rejected</b></p> <p>The current provision provides a necessary level of detail to demonstrate the Investor's experience.</p>

		<p>maintenance agreement, asset management agreement or other agreements relevant, in which the Investor appears as a service provider or contractor;</p>	<p>asset management agreement or other relevant agreements, in which the Investor appears as a contractor</p>	
24	<p>Although according to points 43.1. and 43.2. Investors are notified of the date, time and place of the opening meeting and evaluation of the Financial Offers, subsequently it is indicated that the Financial Offers will be treated confidentially, without publishing the data from the Qualified Offers at the stage of evaluation of the Financial Offers. Such a procedure would not be a transparent one, we believe that all qualified participants at the evaluation stage of the Financial Offers have the right for the offers to be opened in a public meeting, with the simultaneous announcement of the data from the Financial Offer to all qualified participants. At the same time, it is necessary to ensure the informational</p>	<p>p. 43.3. The Tender Committee will treat all Financial Offers confidentially.</p>		<p><b>It is rejected</b></p> <p>According to point 6 paragraph 7 of the Regulation on the organization and conduct of auctions approved by GD 690/2018, the Tender Commission respects the confidentiality of information that constitutes a commercial secret and that became known in the process of organizing the auctions.</p> <p>In order to avoid cases when, as a result of a request for clarification, some commercial data is provided, then the Commission is obliged to respect their confidentiality.</p> <p>At the same time, the presentation of offers exclusively in digital format is provided for in GD no. 690/2018, and the inclusion of such a provision exceeds the normative framework in force.</p>

	security of the files sent with a password by the participants in the auction, such that these files were not compromised during the evaluation period of the offers until their opening. In this sense, it is proposed to examine the opportunity to introduce the control mechanism by sending financial Offers and on paper, sealed in an envelope. Which will be opened by the Tenders Commission in the framework of the public opening meeting of the Financial Offers in parallel with the digitally transmitted files.			
25	In case of reconfirmation of capacities and price according to p. 47.5. from the tender documentation, can the Investor change the initially proposed price?	p. 47.5.		Investors may reconfirm the initially proposed price if the available allocation changes. Adjustments to this procedure adhere to Point 97 of GD 690/2018 and Section 45 of the Tender Documentation.
26	It is proposed to exclude the text: "8)" from the reference paragraph, on the grounds that it refers to the post-operation (decommissioning) period of the Power Plant. The obligations assumed by the construction permit, the environmental agreement or other permitted documents are independent of the status of eligible producer, non-compliance of which implies sanctions according to the law regardless of whether the holder benefits from the support scheme or not.	p. 52.1. para. 5) The respective investor did not fulfill the obligations established in Part IV, respectively at points 3), 4), 5), 7), 8) of Section 50 of this Tender Documentation ;	The respective investor did not fulfill the obligations established in Part IV, respectively in points 3), 4), 5), 7) of Section 50 of this Tender Documentation ;	<b>It is rejected</b> This aspect is already provided for in the Government Decision (GD), and its exclusion or non-exclusion does not influence the content of the tender documentation. Therefore, that provision remains automatically applicable without requiring further changes in the tender documents.

27	<p>One of the grounds for withdrawing the status of large eligible producer according to point 52.1. paragraph 7) of the tender documentation is when the new owner of the Power Plant has not fulfilled the obligation provided for in point 127 of the Regulation on tenders. According to point 127 of the Regulation to which reference is made, the new owner is to notify the Auction Commission regarding the changes that have occurred. We request clarifications regarding the procedure for verifying the new owner regarding compliance with the requirements established for the previous owner and compliance with the conditions indicated in the winning bid.</p>	<p>p. 52.1. paragraph 7) the new owner of the Power Plant did not fulfill the obligation provided for in point 127 of the Regulation on tenders.</p>		<p>According to point 127 In the event of a change in the owner of the power plant for the production of electricity from SRE, owned by an existing large eligible producer, the new owner is obliged to submit to the National Agency for Energy Regulation the necessary documents to update the data included in the Register of large eligible producers , as well as to notify the Tenders Commission. In order to maintain the status of eligible large producer, the new owner must meet the requirements established for the previous owner and indicated in the winning bid.</p> <p>At the same time, we reiterate that according to the latest amendments to art. 11 lit. e <sup>1</sup> ) from Law no. 10/2016, which entered into force on 10.10.2024, the Ministry of Energy monitors the fulfillment by large eligible producers of the obligations established in the Regulation on the conduct of tenders for offering the status of large eligible producer, approved by the Government. Therefore, each case will be examined individually by the Ministry of Energy.</p>
28	<p>We have 2 clarifications and proposals for this annex:</p> <ol style="list-style-type: none"> <li>1. The Beneficiary's exact data must be indicated, especially the address;</li> <li>2. In the model of the guarantee offered, reference is made to the Ministry of Finance, which is to indicate the account for the transfer of the funds. We believe that the Beneficiary should present all the data to the Bank, that it should not be an additional document.</li> </ol>	<p>Appendix no. 5</p>		<ol style="list-style-type: none"> <li>1. <b>It is accepted.</b> The annex has been completed with the legal address of the beneficiary.</li> <li>2. <b>It is rejected .</b> No such account currently exists. If the offer guarantee transfer becomes necessary, the Ministry of Finance will open a designated account.</li> </ol>
29	<p>The maximum deadlines indicated in the table are excessively long, which put a big question mark on the timely completion of a Project. For example, the conditioning of</p>	<p>Annex no. 7 table</p>		<p>The terms are indicative, and each investor is to set their own terms, provided they do not exceed the general term.</p>

	<p>obtaining a technical approval for connection within a maximum period of 30 months, with the construction period of the Power Plant being 36 months, represents an excessive and unrealistic period. The same situation with the term regarding the holding of documents for the land, 24 months is a very long term, it is not realistic that the construction works will be carried out in the remaining term of 12 months. It is proposed to reduce the maximum terms presented in the table with other more realistic terms. We would also like to give the example of the CfD auctions launched in Romania: although it is allowed to participate in the auction without holding a connection permit, there is still the obligation that it be obtained within a maximum period of 6 months from the awarding and the purchase contract of electricity is not signed without ATR. We understand that even if exceptions are made to participate without ATR, but only for cases where the procedure is initiated by the investor and it is a matter of time for it to be issued. Likewise, the Government ensured that no PPA was signed without ATR, thus ensuring that the support scheme was only offered to real projects.</p>			
30	<p>The amount reflected is a bit confusing, because point 57 of HG no. 690/2018</p>	<p>Section 25.1. The investor</p>		<p><b>It is accepted</b></p>

	<p>specifies that the amount of the guarantee for the offer for each 1 kW of installed power cannot exceed 1% of the value of the specific investment taken into account upon approval by the National Agency for Energy Regulation of ceiling prices for the respective auction. First of all, the ANRE Decision no. 106/2024 does not specify the value of the specific investment, accordingly, the investors do not know all the details that were the basis of this decision. Secondly, ANRE Decision no. 106/2024 does not exactly specify that the approved ceiling prices and other calculation details specifically relate to the auction that will be held in 2025. And finally, it should be mentioned the confusion between the value of the offer guarantee from ANRE Decision no. 106/2024 (30.6 lei/kW) and that from the tender documentation (153 lei/kW).</p>	<p>will include in the application file a Guarantee for the Offer in the amount of 153 Moldovan lei/kW for the offered Capacity.</p>		<p>The tender documentation has been updated to specify the guarantee amount.</p> <p>The guarantee for the offer in the auction (wind) is calculated individually, with a reference value of 258 Moldovan lei for each kW of offered capacity.</p> <p>The guarantee for the offer in the auction (solar) is calculated individually, with a reference value of 153 Moldovan lei for each kW of offered capacity.</p>
31	<p>A new point is proposed to allow investors to submit financial guarantees in an internationally circulating currency as well.</p>	<p>25. Bid Security <b>New point</b></p>	<p>Point 25.2<sup>1</sup>. In the case of the submission of an offer guarantee by a recognized intentional financial institution, it can also be submitted in</p>	<p><b>It is accepted.</b></p> <p>A new point has been inserted with the following content Point 25.2.1: "In the case of a bid guarantee provided by a recognized international financial institution, the guarantee may be submitted in USD or EUR. The guarantee amount will use the exchange rate published by the National Bank of Moldova on the submission date."</p>

			USD, and the amount of the guarantee will take into account the corresponding exchange rate published by the NBM on the date of submission of the offer guarantee.	
32	In the case of groups of companies, the experience of one company in the group is sufficient to demonstrate the ability to implement projects. We do not see it necessary for this company to be part of the consortium because the beneficial owner/shareholder is the same person/s.	35. Investor admissibility criteria Pct. 35.1 To participate in the auction procedure, the Investor must comply with the provisions of this Auction Documentation and submit the necessary documents and information to confirm the following: h) The Investor	In order to participate in the auction procedure, the Investor must comply with the provisions of this Tender Documentation and submit the necessary documents and information to confirm the following: h) The Investor as an individual applicant or the group of	<b>It is rejected.</b> If participation as a group is intended, the companies must associate and participate as a consortium, even if they share the same shareholder. To demonstrate capacity, Section 26.3 allows an Investor to rely on the credentials of a company within their group, provided there is effective Control over this entity. Supporting documents must be provided to confirm Control, including extracts from relevant registers, constitutive documents, or agreements showing investor control or any consortium member's control over the entity.

		<p>must have experience in development and operation a/some photovoltaic power plant with an installed capacity greater than or at least equal to 1 (one) MW of installed capacity;</p>	<p>companies to which the investor belongs must have experience in the development and operation of a/some photovoltaic power plants with an installed capacity greater than or at least equal to 1 (one) MW of installed capacity;</p>	
33	<p>In order to ensure a transparent procedure regarding the prior approval by the Council for the promotion of investment projects of national importance, it would be welcome if an annex specified the list of documents that must be presented by the Investor, as well as the term in which The Council must submit its response</p>	<p>35.2. Supporting documents: In order to comply with the admissibility criteria above, the Investor must present the following supporting</p>		<p><b>It is rejected</b> The list of necessary documents is provided in point 5 of the Regulation on the method of examination and prior approval of investments of importance for the security of the state, according to Government Decision no. 585/2016 regarding the Council for the promotion of investment projects of national importance, approved by Annex no. 3 of HG 585/2016. Considering that this Council is a collegial body established by Government Decision, the inclusion of the list of documents in the tender documentation would represent an unjustified interference in the activity of the Council, thus affecting its autonomy and regulated operation.</p>

		documents: k) Prior approval of investments by the Council for the promotion of investment projects of national importance, or as the case may be, confirmatory documents by which the Council for the promotion of projects investments of national importance declare that the Project does not require prior investment approval.		
34	If an investor's status as a large eligible producer is revoked for not submitting the performance bond on time, then it would be more appropriate for the released capacity to be assigned to other investors,	47.4. If, within 30 days from the date of signing the CAEE, the	47.4. If, within 30 days from the date of signing the CAEE, the	<b>It is rejected.</b> This provision is regulated according to point 102 letter c) from the Regulation approved by HG 690/2018 which provides that the Auction Commission notifies the investors from the list of qualified investors, but who have not been established as winners

	<p>as there is still enough time for plant construction.</p>	<p>Investor does not submit the Guarantee of good execution of the contract, it is considered null, and the status of large eligible Producer is considered withdrawn from the moment of the offer, without the need for the approval of a Government decision in this sense.</p>	<p>Investor does not submit the Guarantee of good execution of the contract, it is considered null and the status of large eligible Producer is assigned to the following Investors ranked in ascending order of prices, with the approval of a new decision by the Government in this regard.</p>	<p>of the auction, about the released capacity and offers a period of 5 days for the reconfirmation of the capacities and the price , in compliance with the provisions of point 97, in the following cases: c) one or more investors do not submit the guarantee of good execution of the contract within the term stipulated by this Regulation, in this sense the Tenders Commission proposes to the Government to amend the decision on offering the status of large eligible producer.</p>
35	<p>A new point is proposed to allow investors to submit financial guarantees in an internationally circulating currency as well.</p>	<p>48. Guarantee of good performance <b>New item</b></p>	<p>48.1 <sup>1</sup> . In the case of the submission of a Good Performance Guarantee by a recognized intentional financial institution, it</p>	<p><b>It is accepted.</b> <sup>1</sup> has been introduced "In case of issuing a Good Performance Guarantee by a recognized intentional financial institution, it can also be submitted in USD or EUR, and the amount of the guarantee will take into account the corresponding exchange rate published by the National Bank of Moldova on the date of depositing the guarantee of good execution."</p>

			can also be submitted in USD, and the amount of the guarantee will take into account the corresponding exchange rate published by the NBM on the date of submission of the offer guarantee.	
36	It is unclear how the reflected amount was determined, because in point 118 paragraph 1) of GD no. 690/2018 it is specified that the value of the guarantee of good execution of the contract for 1 kW of installed capacity cannot exceed 5% of the value of the specific investment taken into account when ANRE approves the ceiling prices for the auction in question. ANRE decision no. 106/2024 does not contain the value of the specific investment. Accordingly, investors are not privy to all the details behind this decision. Also, ANRE Decision no. 106/2024 does not exactly specify that the approved ceiling prices and other calculation details specifically relate to the targeted auction	Appendix 10. GOOD EXECUTION GUARANTEE The good execution guarantee of the contract must: Pct.5. be established in Moldovan lei and have a minimum amount available for drawing of 765,000		<b>It is accepted.</b> The tender documentation has been amended, with the express indication of the reference value for the calculation of the performance guarantee  Tender documentation (wind) 5 To be established in Moldovan lei and to have a minimum amount available for drawing of 1290 Moldovan lei for each 1 kW of the Supported Capacity of a Project. In case of issuing a Good Performance Guarantee by a recognized intentional financial institution, it can also be submitted in USD or EUR, and the amount of the guarantee will take into account the corresponding exchange rate published by the National Bank of Moldova on the date of depositing the good performance guarantee execution.  Tender documentation (solar)

	that will be held in 2025. The value of the guarantee of good execution of the contract is established for 1 kW of installed capacity , while in this point (annex) a guarantee per MW of the supported/installed Capacity is established. And finally, it should be mentioned the confusion between the value of the good execution guarantee from ANRE Decision no. 106/2024 (306.1 lei/kW) and that from the tender documentation (765,000 lei/MW).	Moldovan lei per MW for the Supported Capacity of a Project;		5 To be established in Moldovan lei and to have a minimum amount available for drawing of 765 Moldovan lei for each 1 kW of the Supported Capacity of a Project. In case of issuing a Good Performance Guarantee by a recognized intentional financial institution, it can also be submitted in USD or EUR, and the amount of the guarantee will take into account the corresponding exchange rate published by the National Bank of Moldova on the date of depositing the good performance guarantee execution.
37	About the offer guarantee: What is the minimum period of validity of the bid guarantee, given the possible delays in the bidding process? Is an extension of this warranty acceptable if the procedure extends over a longer period than specified?			The validity period of the Bid Guarantee means a period of 180 calendar days <b>from the deadline for submission of bids</b> , a period that may be modified or extended in accordance with the relevant section of this Tender Documentation. In the case of the Investor who participates in the tender procedure based on a Roadmap, the validity period of the Offer Guarantee is extended accordingly. The offer with shorter validity will be rejected by the Tender Commission as non-compliant. Therefore, if the procedure extends over a longer period than specified, the guarantee for the offer will have to be extended.
38	Eligibility of the land: • Are there additional requirements beyond the ownership or use documents (as per Section 37) that could influence the eligibility of the land on which the solar panels are installed?			The tender committee will only request the supporting documents provided in section 37.
39	Environmental protection: • Are there specific environmental assessment standards for PV projects that must be			The environmental agreement is issued by the Environmental Agency in accordance with the provisions of Law no. 86/2014 regarding environmental impact assessment.

	met? How soon should Section 38 environmental consent be obtained?			<p>The Commission does not have powers to expose itself on the deadline for obtaining the Environmental Agreement, as it belongs to the exclusive powers of the Environmental Agency.</p> <p>At the same time, the Tenders Commission provided in the documentation that in the absence of the environmental agreement, the investor may not include this act in the roadmap. Thus, the investor is obliged to obtain it in the near future in order to succeed in the construction of the power plant within the stipulated 36-month period.</p> <p>We urge you to contact the Environment Agency for advice on the procedure for issuing the environmental consent.</p>
40	Network connection: • If there are delays in obtaining the network connection approval (Section 39), what penalties can occur and what is the procedure for resolving them? Is it possible to negotiate the term of delivery of energy to the grid in such cases?			<p>The connection to the grid is to occur within the general term of 36 months for the construction of the power plant.</p> <p>At the same time, the Ministry of Energy is working on a GD project by which the public service obligation will be imposed on system operators for a period of 6 years in order to facilitate the granting of connection approvals as a priority to large eligible producers. The HG project can be consulted by accessing the link <a href="https://particip.gov.md/index.php/ro/document/stages/consultare-publica-a-proiectului-de-hotarare-privind-impunerea-obligatiei-de-serviciu-public-operatorului-sistemului-de-transport-and-operators-of-electricity-distribution-systems-in-connection-with-access-to-the-electricity-network-of-large-eligible-producers/13345">https://particip.gov.md/index.php/ro/document/stages/consultare-publica-a-proiectului-de-hotarare-privind-impunerea-obligatiei-de-serviciu-public-operatorului-sistemului-de-transport-and-operators-of-electricity-distribution-systems-in-connection-with-access-to-the-electricity-network-of-large-eligible-producers/13345</a></p>
41	Price ceiling: • Is there a procedure to adjust the price offered per kWh if there will be changes in market regulations during the 15-year contract?			<p>Art. 37 of Law no. 10/2016 stipulates that During this period of time (15 years), the National Agency for Energy Regulation adjusts the fixed/exercise prices established in the auction and the fixed tariffs according to the evolution of the exchange rate of the national currency against the US dollar, in accordance with the methodology approved by the Agency.</p>
42	The Rules for Marginal Projects: • If the bid is marginal and the bid capacity is			<p>The rule of adjusting the bid to reach the auctioned capacity in the case of a marginal bid applies when the sum of the capacities</p>

	<p>exceeded, how exactly does the bid adjustment rule to reach the bid capacity apply (Section “Evaluation of Bids”)?</p>			<p>offered by investors exceeds the total capacity available in the auction. Here are the essential steps by which this adjustment is implemented but please refer to Annex 9 of the Tender Documentation for all the details:</p> <ol style="list-style-type: none"> <li>1. <b>Identification of the marginal investor:</b> After classifying the financial offers, it is possible to reach the situation where there is only one "marginal investor", that is, an investor whose offer, if fully accepted, would lead to exceeding the total available capacity.</li> <li>2. <b>Price reconfirmation request and capacity adjustment:</b> The auction commission requests the marginal investor to reconfirm the electricity price offered, adjusted according to the total capacity offered. This reconfirmation must be done within a maximum of 48 hours. Thus, the marginal investor has the possibility to accept the adjustment of the supported capacity to fit the total available capacity, keeping the same price that he originally offered.</li> <li>3. <b>Confirmation or refusal of the adjustment:</b> If the marginal investor accepts the adjustment, he confirms this by means of an electronic document signed with an electronic signature, according to the legislation in force. Otherwise, the tender committee may request the same from the next ranked investor who is considered marginal in the new context.</li> <li>4. <b>Proportional adjustment of the offered capacity (in case of equal offers):</b> If several investors offer identical prices (equal offers) and the full allocation of their capacities would exceed the bid capacity, the auction commission first organizes a price negotiation round , in which peer investors can revise their financial offer downwards. If the equality is not eliminated by price</li> </ol>
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				<p>negotiation, the auction commission proportionally adjusts the capacities offered by each of them. The adjustment is made by reducing the capacity of each investor by the same percentage so that the total capacity is exactly reached.</p> <p>5. <b>Marginal Bid Validation:</b> Investors who accept the adjustment can install their full original proposed capacity, but only the adjusted capacity will be supported, according to the auction rules. Investors may confirm or reject the revised offer in accordance with point 3.</p> <p>Essentially, the adjustment of the marginal offer is achieved either by reconfirming the price at a reduced capacity by the marginal investor, or by a proportional adjustment of the offered capacities in the case of equal offers (if the equality is not eliminated by price negotiation). This mechanism ensures the exact allocation of the total tendered capacity, without exceeding the imposed limit.</p>
43	<p>Penalties for non-compliance with deadlines: • What types of specific penalties apply if the project is not completed within the 36-month deadline (under Section 43)? What are the steps to get an extension?</p>			<p>The deadline for starting commercial operations means the date on which 36 (thirty-six) months have passed since the publication in the Official Gazette of the Republic of Moldova of the Government's decision on granting the status of large eligible producer. The term can be extended by the Government, by up to 24 months, if the respective Power Plant cannot be put into operation for valid reasons, not attributable to the large eligible Producer, in accordance with the provisions of art. 37 para. (1<sup>1</sup>) from Law no. 10/2016.</p> <p>If the investor has not built and commissioned the Power Plant within 36 months of being granted the status of Large Eligible Producer or within the deadline extended by the Government, the status of Large Eligible Producer is withdrawn, and the performance guarantee is executed in benefit of the beneficiary.</p>

44	Additional documentation: • There are other additional documents required, in addition to those mentioned in Appendix no. 5 and 8, which might be required depending on the nature of the project or local requirements?			There are no other financial guarantees that will be requested in the bidding process other than the bid guarantee (annex 5) and the performance guarantee (annex 8)
45	Extension of the deadline for the performance bond: • If there are delays in obtaining the necessary financing or authorizations, is there a possibility to extend the deadline for submitting the performance bond? What is the maximum duration allowed for this extension?			<p><b>It is accepted.</b></p> <p>A provision will be introduced by which, at the request of the investor, the deadline for submitting the Good Performance Guarantee with a maximum of 10 working days.</p> <p>The deadline for presenting the performance guarantee is not extended. If, within 30 days from the date of signing the CAEE, the Investor does not submit the Guarantee of good execution of the contract, it is considered null, and the status of large eligible Producer is considered withdrawn from the moment of the offer, without the need for the approval of a Government decision in this sense.</p> <p>At the same time art. 117 of GD 690/2018 provides that at the request of the large eligible producer, the Tenders Commission can order the extension of the deadline for submitting the guarantee of good execution of the contract by no more than 10 working days. Therefore, all the consequences arising from the late submission of the performance bond are borne by the investor.</p>
46	.Costs of imbalances: • How are the penalties for imbalances between produced and forecasted energy regulated? What is the method of calculating the costs associated with positive or negative imbalances, especially for PV plants?			Art. 84 of the Law on electricity no. 107/2016 <sup>1</sup> establishes the functions and the obligations of participants in the electricity market in relation to balancing, which stipulates that <i>"In order to ensure the balance between production, import and consumption, to ensure the execution of transactions unobstructed by the sale -</i>

<sup>1</sup>[https://www.legis.md/cautare/getResults?doc\\_id=144974&lang=ro#](https://www.legis.md/cautare/getResults?doc_id=144974&lang=ro#)

			<p><i>purchase of electricity, the separation of financial transactions from the physical supply and for the purpose of their correct settlement, the participants in the electricity market (participant in the electricity market - natural person or legal person who sells or buys electricity on the energy market electric companies in accordance with the provisions of this law and the Electricity Market Rules ) are obliged to assume financial responsibility for the payment of the imbalances they generate in the electric networks . For the purposes of this article, participants in the electricity market are considered parties responsible for balancing.</i></p> <p><i>The rules intended to ensure balancing, as well as to solve the problems arising from the challenge of imbalances in the electricity networks, the rights and obligations of the participants in the electricity market, including the operator of the transmission system and the operator of the electricity market, are established in this article, in the Norms technical regulations of electrical networks and in the Electricity Market Rules <sup>2</sup>."</i></p> <p>At the same time , according to art. 37, paragraph (7-11) of Law no. 10/2016 establishes that</p> <p>(7) When calculating energy imbalances electrical for calculation period , position net measured by the producers eligible within to the balancing group of the central provider is adjusted by the central supplier to the position net agreement if this is located in</p>
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<sup>2</sup>[https://www.legis.md/cautare/getResults?doc\\_id=143585&lang=ro#](https://www.legis.md/cautare/getResults?doc_id=143585&lang=ro#)

				<p>ranges +/- 8%, in EVENT USE sources wind , and +/- 4%, in EVENT USE sources photovoltaics .</p> <p>(8) The positive imbalance price for the amount of electricity produced by the eligible producer in excess of the upper limit established according to paragraph (7) is limited to less than 50% of the fixed tariff or the fixed price, or, as the case may be, the exercise price of the eligible producer.</p> <p>(9) The price of the negative imbalance for the amount of electricity that must be purchased by the eligible producer as a deficit compared to the lower limit established according to para. (7) is limited to more than 200% of the fixed tariff or the fixed price, or, as the case may be, the exercise price of the eligible producer.</p> <p>(10) The costs of the imbalances of the eligible producers who use the wind source or the photovoltaic source in the intervals established in paragraph. (7)–(9) is borne by the central electricity supplier and transferred to end-consumer suppliers through the regulated price for electricity from renewable sources.</p> <p>(11) The provisions of para. (7)–(10) apply to all eligible producers <b>until the existence of a liquid intraday market is established.</b></p>
47	<p>Equipment validity: • Accept equipment that is manufactured less than 36 months prior to installation, but not purchased directly from the original manufacturer? What are the requirements for certificates of conformity?</p>			<p>Equipment purchased through intermediaries is accepted, provided it is manufactured less than 36 months prior to installation and is of new production and has not been previously used.</p> <p>According to section 36 of the Documentation, the Technical Capacity is demonstrated by the presentation by the Investor of the Project description which will include a well-documented</p>

				<p>overview of the Project, highlighting the technical, economic, implementation and legal compliance aspects, in accordance with the provisions of Annex no. 6 and by presenting the supporting documents that will prove that the equipment of the Power Plants has not been used before and is of new production, manufactured less than 36 months before the commissioning of the respective Power Plant and corresponds to the Electricity Networks Code.</p> <p>36.2. Supporting documents: In order to satisfy the above requirement, the Investor, in addition to the description of the Project, must present the following supporting documents:</p> <p>a) Commitment statement issued by the Investor attesting to the compliance of the equipment and the design, construction, commissioning and operation of the Project with the national standards and technical requirements established in the Electrical Networks Code;</p> <p>b) Commitment statement that all the main equipment that will be used for the construction of the Project has not been used before and is of new production, manufactured less than 36 months before the commissioning of the Power Plant, i.e. no older than 36 months from the date of commissioning of the Power Plant;</p> <p>We draw attention to the fact that if the information regarding The equipment will be erroneous, the investor will bear the consequences, depending on the stage at which the false nature of the statements is demonstrated (from the rejection of the offer with the execution of the guarantee for the offer, to the withdrawal of the manufacturer's status and the execution of the guarantee of good execution.</p>
48	Capacity addition: • Is there a procedure for expanding the installed capacity after the initial project is completed? If additional solar capacity is desired, how			<p>It is important to establish what the investor means by "project completion"</p> <p>If until <u>the commissioning</u> - we reiterate about the existence of the provision of point 51.3 of the Tender Documentation which</p>

	could this situation be approached from a legal and technical point of view?			<p>establishes that " <i>If the capacity of the Power Plant/Power Plants put into operation is lower than 90% or higher than 100%, <b>The Investor's status as a Large Eligible Producer is withdrawn .</b></i> "</p> <p>If the capacity addition is made <i>after commissioning, during the 15 years</i> , the provisions of art. 38 of Law no. 10/2016</p>
49	.Risks related to legislative changes: • If legislative changes occur in the renewable energy sector (taxation, environmental regulations, etc.) during the course of the project , what is the mechanism by which these changes can affect the energy purchase contract and what measures can be taken to protect the investment?			<p>See clause 16.2 of the PPA. "If, after the conclusion of the Contract, there are legislative changes to the normative framework in force, which establish new rules for the production of electricity from renewable sources and/or new rules regarding the obligations associated with the procurement/sale of electricity from renewable sources, they will be directly applicable, with the notification binding of the parties about this fact.</p>
50	Post-contract responsibilities: • What responsibilities does the eligible producer have after signing the power purchase agreement (PPA)? Are there periodic performance reports or additional obligations regarding plant maintenance and operation?			<p>The post-contractual obligations are provided for in point 50 of the tender documentation, as well as in point 116 of the Regulation on the organization of tenders approved by HG 690/2018.</p> <p>All reports required to be submitted are described in the sections provided above.</p>
51	The scenario of not obtaining the environmental consent: • In the situation where the environmental consent is not obtained within the stipulated time, is there a possibility of extending the project implementation term? What sanctions could be applied in this case?			<p>The extension of the project implementation deadline is within the competence of the Tenders Committee , following the examination of the presented file.</p> <p>Each recipient of this Bidding Documentation must rely on its own investigations and evaluations to make its own conclusions regarding the project, including taking into account the provisions of applicable law. In making an investment decision, potential</p>

				<p>investors should rely on their own analysis of the project, including the merits and risks involved.</p> <p>Potential investors should not interpret the contents of this tender documentation as tax or legal advice. Any potential investor should consult its own legal, business, technical and tax advisors to determine the appropriateness and consequences of submitting a bid for a project in this tender.</p>
52	<p>Post-auction checks: • After the project is declared the winner and the contract is signed, what control or audit mechanisms are applied by the authorities to verify the compliance of the implementation with the plan presented in the technical offer?</p>			<p>According to art. 48 paragraph (8) of Law no. 107/2016 on electricity "In the case of connecting a power plant to the electrical grid , <i>the acceptance into operation of the power plant and the connection installation is confirmed by the correspondence act, issued by the state energy supervision body</i> , with the exception of the connection of the power plant that uses renewable energy sources, intended to cover its own electricity consumption, with installed power that does not exceed the contracted power for consumption and that belongs to a household consumer, in which case the admission into operation of the small capacity power plant that produces from renewable sources is confirmed by the statement of the authorized electrician."</p> <p>The certificate of conformity is issued on the basis of the Regulation on the admission into operation of electrical installations approved by ANRE.</p> <p>Therefore, if the project will not meet the technical requirements, it will not be put into operation and therefore there is a risk of losing the status of eligible large product.</p>
53	<p>Review of tendered capacity: • If, after the start of implementation, the final capacity of the solar plant differs slightly from the tendered capacity (below 5%), would this attract penalties or is such a variation allowed?</p>			<p>Permitted changes and the flexibility mechanism are set out in section 51 of the Tender Documents.</p>

54	Insurance and maintenance: • Is it mandatory to provide proof of insurance for the equipment and the solar plant? If so, what are the minimum requirements for technical breakdown or incident insurance policies?			The tender commission did not establish any evidence of equipment insurance. The risks related to the investment are the direct responsibility of the investor
55	. About the grid connection notice: • If it is found necessary to upgrade the electricity grid to allow the connection of my solar project, what is the exact procedure for bearing the costs? There are guarantees that these costs will be reasonable or partially covered			Point 39.2 letter b) of the Tender Documentation provides that "for the cases in which it is necessary for the Investor to bear works to consolidate or modernize the electrical network, he presents the evaluation developed by the system operator, which demonstrates the fact that the development of the electrical network is for his exclusive benefit, and the expense estimate drawn up by the system operator and approved by ANRE, in accordance with art. 28, para. (6 <sup>1</sup> ) from the Renewable Energy Law."
56	The deadline for obtaining environmental permits: • If the environmental assessment is delayed or not obtained within the indicated deadline, is there a possibility of extending the deadlines for starting the works? What would be the penalties for delays caused by environmental factors?			See the answer formulated for the question "The scenario of not obtaining the environmental agreement..." (point 51 of this document)
57	The rules for penalties in the event of an imbalance between forecasted and delivered energy: • In the case of production imbalances, how are the penalties calculated? Are they applicable on a fixed price basis or according to the market price of energy?			Art. 84 of the Law on electricity no. 107/2016 <sup>3</sup> establishes the functions and obligations of participants in the electricity market in relation to balancing, which provides that <i>"In order to ensure the balance between production, import and consumption, to ensure the execution of transactions unobstructed by the sale - purchase of electricity, the separation of financial transactions</i>

<sup>3</sup>[https://www.legis.md/cautare/getResults?doc\\_id=144974&lang=ro#](https://www.legis.md/cautare/getResults?doc_id=144974&lang=ro#)

			<p><i>from the physical supply and for the purpose of their correct settlement, the participants in the electricity market (participant in the electricity market - natural person or legal person who sells or buys electricity on the energy market electric companies in accordance with the provisions of this law and the Electricity Market Rules ) are obliged to assume financial responsibility for the payment of the imbalances they generate in the electric networks . For the purposes of this article, participants in the electricity market are considered parties responsible for balancing.</i></p> <p><i>The rules intended to ensure balancing, as well as to solve the problems arising from the challenge of imbalances in the electricity networks, the rights and obligations of the participants in the electricity market, including the operator of the transmission system and the operator of the electricity market, are established in this article, in the Norms technical regulations of electrical networks and in the Electricity Market Rules <sup>4</sup>."</i></p> <p>At the same time, according to art. 37, para. (7-11) of Law no. 10/2016 establishes that:</p> <p>(7) When calculating electricity imbalances for the calculation period, the measured net position of the eligible producers within the balancing group of the central supplier is adjusted by the central supplier to the contracted net position if it is within +/- 8% ranges, in the case of the use of wind sources, and +/- 4%, in the case of the use of photovoltaic sources.</p>
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<sup>4</sup>[https://www.legis.md/cautare/getResults?doc\\_id=143585&lang=ro#](https://www.legis.md/cautare/getResults?doc_id=143585&lang=ro#)

				<p>(8) The positive imbalance price for the amount of electricity produced by the eligible producer in excess of the upper limit established according to paragraph (7) is limited to less than 50% of the fixed tariff or the fixed price, or, as the case may be, the exercise price of the eligible producer.</p> <p>(9) The price of the negative imbalance for the amount of electricity that must be purchased by the eligible producer as a deficit compared to the lower limit established according to para. (7) is limited to more than 200% of the fixed tariff or the fixed price, or, as the case may be, the exercise price of the eligible producer.</p> <p>(10) The costs of the imbalances of the eligible producers who use the wind source or the photovoltaic source in the intervals established in paragraph. (7)–(9) is borne by the central electricity supplier and transferred to end-consumer suppliers through the regulated price for electricity from renewable sources.</p> <p>(11) The provisions of para. (7)–(10) apply to all eligible large producers <b>until the existence of a liquid intraday market is established.</b></p>
58	<p>Extending the validity of the bid guarantee: • If the auction lasts more than 180 days, is it possible to extend the bid guarantee? What is the procedure for extending this warranty and what happens if it cannot be extended?</p>			<p>The validity period of the Bid Guarantee means a period of 180 calendar days <b>from the deadline for submission of bids</b> , a period that may be modified or extended in accordance with the relevant section of this Tender Documentation.</p> <p>At the same time, according to section 30 of the Bidding Documentation "The Bidding Commission may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documentation in accordance with Section 11 of this</p>

				<p>Bidding Documentation, in which case all rights and obligations of the Commission of the auction and of the Investors, who were previously subject to the deadline, will subsequently be subject to the deadline extended by the Auction Commission.</p> <p>30.3. The auction commission will ask the Investor to confirm in writing the extension of the submitted Offer and to resubmit the Offer Guarantee with the new extended validity. The investor will confirm, in writing, within 10 working days the availability regarding the extension of the validity of the Offer and the Guarantee for the offer so that they are valid for the entire period of validity of the Offer calculated from the new deadline for submission of Offers.</p> <p>Therefore, if the procedure is carried out for a longer period than that specified, the guarantee for the offer will have to be extended. In the event that the guarantee period for the offer cannot be extended, the provisions of point 24.2 of the Tender Documentation will apply, which stipulates that the Tender with a shorter validity will be rejected by the Tender Commission as non-compliant</p>
59	<p>Post-commissioning obligations: • After commissioning of the PV plant, are there any additional reporting or maintenance obligations imposed on eligible producers? What kind of periodic checks or inspections should I anticipate?</p>			<p>The auction commission is responsible for the process of organizing and conducting the auctions.</p> <p>The investor must comply with the regulatory framework in force, as well as the contract signed with the renewable energy supplier. Considering that the support scheme is a year of state aid, you are obliged to provide the necessary information requested to the competent authorities.</p>
60	<p>The price offered for energy in case of market fluctuations: • If, during the 15-year contract, the market price fluctuates significantly, are there mechanisms to adjust the fixed price for the energy</p>			<p>Art. 37 of Law no. 10/2016 states that "During this time frame (15 years), the National Agency for Energy Regulation adjusts the fixed/exercise prices established in the auction and the fixed tariffs according to the evolution of the currency exchange rate national against the US dollar, in accordance with the methodology approved by the Agency."</p>

	<p>produced? Or does the price remain strictly fixed for the duration of the contract?</p>			<p>See clause 7.5 of the PPA: "The fixed price for electricity from renewable sources will be adjusted annually according to the Methodology for determining fixed tariffs and prices for electricity produced by eligible producers from renewable energy sources, approved by the Decision of the Board of Directors of ANRE no. 375/2017. In case of adjustment of the fixed price, the Parties will conclude an additional act in which they will stipulate the amount of the adjusted price, approved by the Decision of the ANRE Board of Directors".</p>
61	<p>Transfer of the project to another owner: • If the project is sold to another investor after obtaining the status of eligible producer, what are the legal and procedural steps for the transfer of this status and what obligations remain applicable to the new owner?</p>			<p>Art. 37 of Law no. 10/2016 provides for the rights and responsibilities of eligible producers. Thus, in the part related to the change of owner, there are the following requirements to be respected.</p> <p>(4<sup>3</sup>) The large eligible producer is entitled to alienate the power plant that is put into operation and produces electricity from renewable sources and on the basis of which it acquired its status. The buyer of the power plant informs the Government about the purchase of the eligible power plant. The buyer requests the central electricity supplier to modify the regulated contract for the purchase of electricity from renewable sources and/or the contract for differences. The buyer of the eligible power plant has the right to purchase, in accordance with the Electricity Market Rules, the electricity produced and delivered to the electricity network until the expiration of the 15-year term for which the mandatory purchase of electricity was guaranteed to the large eligible producer.</p> <p>(4<sup>6</sup>) In the event that a large eligible producer cannot honor its obligations towards creditors and/or financiers, which jeopardizes the realization of the project regarding the construction and commissioning of the power plant producing electricity from renewable sources, the respective producer is entitled, with the</p>

				<p>consent of creditors and/or financiers, to submit to the central specialized body of the public administration in the field of energy a request regarding its substitution with another entity. Attached to the application are all the necessary documents according to the Regulation on the conduct of auctions for the granting of the status of large eligible producer, as well as the written agreement of the creditors and/or financiers. The specialized central body of the public administration in the field of energy examines the application within 60 calendar days from the date of submission and, as appropriate, proposes to the Government the amendment of the decision on the granting of the status of large eligible producer, but without affecting the planned commissioning period in paragraph (11). The new entity proposed by the respective eligible producer must comply with the provisions of this law and meet the requirements established for the previous owner and indicated in the winning bid.</p>
62	<p>Procedure in case of failure to submit the performance guarantee on time: • What happens if the performance guarantee is not submitted on time for administrative or banking reasons? Is there a grace period before penalties are applied or before the loss of qualifying producer status?</p>			<p>The deadline for presenting the performance guarantee is not extended. If, within 30 days from the date of signing the CAEE, the Investor does not submit the Guarantee of good execution of the contract, it is considered null, and the status of large eligible Producer is considered withdrawn from the moment of the offer, without the need for the approval of a Government decision in this sense.</p> <p>At the same time art. 117 of GD 690/2018 provides that at the request of the large eligible producer, the Tenders Commission can order the extension of the deadline for submitting the guarantee of good execution of the contract by no more than 10 working days. Therefore, all the consequences arising from the late submission of the performance bond are borne by the investor.</p>
63	<p>Eligibility conditions in the case of a consortium: • If I am bidding with a partner</p>			<p>All necessary information regarding participation in the consortium is provided in section 26 of the Tender Documents</p>

	(as part of a consortium), what are the specific eligibility requirements for each member of the consortium? Are there additional requirements to those imposed on individual participants?			
64	Signing the Power Purchase Agreement (PPA): • What is the maximum deadline for signing the Power Purchase Agreement (PPA) after obtaining the status of eligible producer? What happens if for administrative reasons it cannot be signed within the set deadline?			<p>The deadline for signing the PPA is 10 working days from the entry into force of the Government's decision on offering the status of large eligible producer. See point 47.3 of the Tender Documentation.</p> <p>Also point, 48.3 provides that "If any of the eligible Producers does not sign the CAEE within 10 working days from the entry into force of the Government's decision on offering the status of large eligible Producer or does not provide the Good Performance Guarantee within of 30 days from the signing of the CAEE, the Investor loses the Guarantee for the offer."</p>
65	Project extension or modification issues: • If I want to modify the project after winning the tender, such as changing the location or adjusting the installed capacity, what is the legal procedure to do so? What type of notifications or approvals are required?			<p>The GD on granting the status of large eligible producer does not contain information about the location of the plant. Therefore, the change of location does not constitute grounds for withdrawing the status of large eligible producer. It is important to respect the deadline for putting the plant into operation.</p> <p>Regarding the capacity adjustment, the capacity adjustment procedure has been described above, as well as the consequences that can be generated by the capacity adjustment. The necessary approvals in this case differ from case to case.</p>
66	Requalification of eligible producer status: • If I encounter technical or financial difficulties that significantly delay the implementation of the project, is there a requalification procedure or a			<p>The status of eligible producer is considered to be offered from the date of entry into force of the GD regarding the offer of the status of large eligible producer.</p> <p>The commission can only extend the deadline for putting the plant into operation.</p>

	<p>postponement of the eligible producer status to avoid losing it?</p>			<p>Art. 37 paragraph (4<sup>6</sup>) of Law 10/2016 also provides that "In the event that a large eligible producer cannot honor its obligations towards creditors and/or financiers, a fact that endangers the realization of the project regarding the construction and commissioning of power plant producing electricity from renewable sources, the respective producer is entitled, with the consent of creditors and/or financiers, to submit to the central specialized body of the public administration in the field of energy a request regarding its substitution with another entity. Attached to the application are all the necessary documents according to the Regulation on the conduct of auctions for the granting of the status of large eligible producer, as well as the written agreement of the creditors and/or financiers. The specialized central body of the public administration in the field of energy examines the application within 60 calendar days from the date of submission and, as appropriate, proposes to the Government the amendment of the decision on the granting of the status of large eligible producer, but without affecting the planned commissioning period in paragraph (11). The new entity proposed by the respective eligible producer must comply with the provisions of this law and meet the requirements established for the previous owner and indicated in the winning bid."</p>
67	<p>Allocation of grid connection costs: • If significant grid connection works are required, are the costs for these works fully borne by the eligible producer or are there mechanisms whereby part of these costs can be covered by the grid operator?</p>			<p>Point 39.2 letter b) of the Tender Documentation provides that "for the cases in which it is necessary for the Investor to bear works to consolidate or modernize the electrical network, he presents the evaluation developed by the system operator, which demonstrates the fact that the development of the electrical network is for his exclusive benefit, and the expense estimate drawn up by the system operator and approved by ANRE, in accordance with art. 28, para. (6<sup>1</sup>) from the Renewable Energy Law."</p>

				To find out more details about the distribution of staples connection to the network, you should contact the Regulator (ANRE) or the system operator.
68	Penalties for non-compliance with the work schedule: • If I encounter delays in the execution of the installation works of the photovoltaic plant, what are the applicable penalties? Is there a margin of delay allowed before sanctions apply?			Delays are not allowed. The extension of the term is granted by the Tender Commission as the case may be. Failure to comply with the deadline for putting the plant into operation entails the withdrawal of the status of large eligible producer.
69	Validity period of the PPA contract in case of extensions: • If the project implementation period is extended due to objective factors (for example, delays in approvals or grid connection), the PPA contract signed with Energocom can be extended accordingly to ensure the entire duration of 15 years?			The PPA contract enters into force upon completion of construction and commissioning of the Power Station/Power Stations. (see point 47.3 of the Documentation)
70	Post-implementation performance monitoring: • Are there post-commissioning plant performance reporting obligations? For example, should periodic reports be provided related to actual production capacity, energy efficiency or maintenance?			All obligations of the Large Eligible Producer, including reporting are in section IV of the Tender Documentation which sets out the obligations after the granting of the Large Eligible Producer status.
71	Cases of force majeure: • In situations of force majeure affecting the development of the project, such as natural disasters or other unforeseen events, are there provisions to protect the investor from the loss of guarantees or the status of an eligible producer?			According to art. 37 paragraph (1 <sup>1</sup> ) of Law 10/2016 "After obtaining the status of large eligible producer in the auction or after confirming the status of small eligible producer, the producer is obliged to build and put into operation the power plant within 36 months from on the date of publication in the Official Gazette of the Republic of Moldova of the Government's decision regarding the granting of the status of large eligible producer or, as the case

				<p>may be, within 24 months from the date of confirmation of the status of small eligible producer, he is also obliged to comply with the other conditions established in within the auction or the respective procedure, established in accordance with this law and the regulations provided for in art. 35 para. (2) and in art. 36 para. (1). The deadline for putting the power plant into operation established in this paragraph can be extended by the Government, in the case of offering the status of large eligible producer in the auction, or by the National Agency for Energy Regulation, in the case of confirmation of the status of small eligible producer, by up to 24 months, if the respective power plant cannot be put into operation for valid reasons not attributable to the eligible producer, such as the lack of possibility to connect the power plant to the electricity grid due to non-compliance by the transmission system operator or the system operator of distribution of the terms regarding the development of the electrical network according to the development and investment plans or according to the procedure established in art. 28 paragraph (61), the delay by the system operator in the execution and commissioning of the connection facility according to the connection contract or in the conditions of a justifying impediment (force majeure conditions) and circumstances not attributable to the eligible manufacturer."</p>
72	<ul style="list-style-type: none"> <li>• If I am an economic agent with no experience, but I want to participate in the auction regarding the granting of the status of large eligible producer for investors who develop onshore wind power plants , with a supported capacity of up to 105 MW, how can I do it? do i</li> </ul>			<p>According to point 35.1 letter h), in order to participate in the tender procedure, the Investor must have experience in the development and operation of one/some wind power plants with an installed capacity greater than or at least equal to 4 (four) MW of installed capacity.</p> <p>In other words, there is the possibility to participate in the auction, in consortium with other investors who have the necessary experience .</p> <p>You can find more details about participating in the consortium in the Tender Documentation, by accessing the link :</p>

				<a href="https://energie.gov.md/sites/default/files/09.08_wind_clean_ro_ac_tualizat.pdf">https://energie.gov.md/sites/default/files/09.08_wind_clean_ro_ac_tualizat.pdf</a>
73	Is the proposed CAEE a Take or Pay contract for 100% of the electricity produced, regardless of the number of MWh produced?			<p>According to point 4.1. from the draft of the regulated Contract for the purchase of electricity from renewable sources for large eligible producers, " <i>The amount of electricity from renewable sources contracted represents the amount of electricity notified by the Producer and the Buyer and validated by the Electricity Market Operator, for the calculation period for each trading interval of the day of delivery, and sold/procured by the Parties, in kWh in the Delimitation Point according to the requirements of Law no. 107/2016, the Electricity Market Rules (hereinafter - RPEE) approved by the ANRE Board of Directors and the Decisions of the ANRE Board of Directors</i>".</p> <p>At the same time, according to 6.1. The obligations of the Buyer (the central energy supplier/Energocom) are:</p> <p><i>"a) to procure contracted electricity from the Producer at the Delimitation Point;</i></p> <p><i>b) to pay in full the invoices issued by the Producer for the amount of electricity from the contracted renewable source, at the fixed price approved by the Government Decision, within the term established in point 7.3. from this contract;"</i></p>
74	<b>Could you explain more precisely the mechanisms of imbalances mentioned in the attached draft CAEE?</b>			Art. 84 of the Law on electricity no. 107/2016 <sup>5</sup> establishes the functions and the obligations of participants in the electricity market in relation to balancing, which stipulates that <i>"In order to</i>

<sup>5</sup>[https://www.legis.md/cautare/getResults?doc\\_id=144974&lang=ro#](https://www.legis.md/cautare/getResults?doc_id=144974&lang=ro#)

				<p><i>ensure the balance between production, import and consumption, to ensure the execution of transactions unobstructed by the sale - purchase of electricity, the separation of financial transactions from the physical supply and for the purpose of their correct settlement, the participants in the electricity market (participant in the electricity market - natural person or legal person who sells or buys electricity on the energy market electric companies in accordance with the provisions of this law and the Electricity Market Rules ) are obliged to assume financial responsibility for the payment of the imbalances they generate in the electric networks . For the purposes of this article, participants in the electricity market are considered parties responsible for balancing.</i></p> <p><i>The rules intended to ensure balancing, as well as to solve the problems arising from the challenge of imbalances in the electricity networks, the rights and obligations of the participants in the electricity market, including the operator of the transmission system and the operator of the electricity market, are established in this article, in the Norms technical regulations of electrical networks and in the Electricity Market Rules <sup>6</sup>."</i></p>
75	<b>What guarantee will be proposed by Energocom or by the Republic of Moldova to ensure the payment of bills for a period of 15 years?</b>			<p>Art. 37 of the SER Law <sup>7</sup>establishes the rights and responsibilities of eligible producers, thus, <i>after participating in the auction and has obtained the status of eligible producer, the producer, for 15 years from the commissioning of the power plant, has the right to</i></p>

<sup>6</sup>[https://www.legis.md/cautare/getResults?doc\\_id=143585&lang=ro#](https://www.legis.md/cautare/getResults?doc_id=143585&lang=ro#)

<sup>7</sup>[https://www.legis.md/cautare/getResults?doc\\_id=144985&lang=ro](https://www.legis.md/cautare/getResults?doc_id=144985&lang=ro)

			<p><i>sell the entire amount of electricity delivered in the electricity networks at the fixed price established in the auction or, upon fulfillment of the stipulated conditions to art. 38<sup>1</sup> para. (1), is obliged to sell it on the market and receive, in addition to the market price, a variable premium or pay a variable premium, within the limits of the exercise price. In this time frame, the National Agency for Energy Regulation adjusts the fixed/exercise prices established in the auction according to the evolution of the exchange rate of the national currency versus the US dollar, in accordance with the methodology approved by the Agency according to art. 14 para. (2) from the SER Law.</i></p> <p>Also, on the proposal of the Auction Commission, the Government approves the results of the auction and offers the status of large eligible producer to the investors who were declared winners following the auction and approves a decision in this regard.</p> <p>Thus according point 111. of the Regulation on the conduct of tenders for the offer of the status of large eligible producer<sup>8</sup>, the Government Decision on the offer of the status of large eligible producer will contain the following information:</p> <ol style="list-style-type: none"> <li><i>1) approval of the auction results;</i></li> <li><i>2) the name of the investor declared the winner;</i></li> <li><i>3) the type of electricity production technology from SRE;</i></li> <li><i>4) the installed power of the power plant/power plants for the production of electricity from SRE;</i></li> </ol>
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<sup>8</sup>[https://www.legis.md/cautare/getResults?doc\\_id=143365&lang=ro#](https://www.legis.md/cautare/getResults?doc_id=143365&lang=ro#)

				<p>5) <i>the electricity production capacity from SRE, for which the status of large eligible producer is offered;</i></p> <p>6) <i>the deadline for putting into operation the power plant/power plants for the production of electricity from SRE;</i></p> <p>7) <i>the fixed price at which the respective large eligible producer will sell electricity from SRE, subject to adjustments by the National Energy Regulatory Agency, in accordance with the approved methodology and depending on the evolution of the exchange rate of the national currency against the US dollar, in accordance with art. 37 paragraph (1) of Law no. 10/2016 on the promotion of the use of energy from renewable sources;</i></p> <p>8) <i>authorization to install power plants from renewable sources with an installed power greater than 20 MW, according to Law no. 107/2016 regarding electricity, as the case may be.</i></p>
76	<p><b>Bid Scoring: Does having a mature project with reliable and secure data such as wind measurements, land ownership, technical and environmental studies that can accelerate park commissioning improve a project's bid position? Or are bids selected solely on the basis of the lowest proposed price for the sale of electricity?</b></p>			<p>Not.</p> <p>Offers are selected exclusively on the basis of the lowest price proposed for the sale of electricity.</p>

77	<p><b>Is combining WIND + PV + BESS hybrid projects a criterion for preferring one offer over another? BEESS would be an out-of-auction project and its profitability would be ensured by a trading system.</b></p>			<p>Not.</p> <p>The tender procedure regarding the granting of the status of large eligible producer is organized for investors who develop onshore wind power plants with a supported capacity of up to 105 MW and/or photovoltaic power plants with a supported capacity of up to 60 MW.</p> <p>Therefore, the investor's offer will refer exclusively to the price of electricity to be generated by the photovoltaic or wind power plant.</p>
78	<p><b>Is it possible for the same site to submit two joint bids for the solar and wind tenders, thereby allowing construction and connection prices to be split and thus reduced? this leads to the following question: Are solar and wind bids processed by the same jury at the same time?</b></p>			<p>Not.</p> <p>Bids will be processed separately for wind and solar PV projects by the same Tender Board, but at different times.</p> <p>Tenders should therefore be submitted separately for each individual project.</p>
79	<p><b>Can you specify the amount of the bid guarantee required?</b></p> <p><b>Article 25 stipulates that investors must submit an auction participation guarantee of 258 lei for each kW of capacity offered.</b></p>			<p>The correct value of the guarantee for the offer is 258 MDL per kW.</p> <p>This figure was calculated as 1% of the value of the specific investment considered by ANRE, which for this tender procedure is equal to 25,877 lei per kW for wind power plants <sup>9</sup>.</p> <p>Appendix no. 5 will be adjusted to avoid misinterpretations.</p>

<sup>9</sup>[https://www.legis.md/cautare/getResults?doc\\_id=142097&lang=ro](https://www.legis.md/cautare/getResults?doc_id=142097&lang=ro) Annex 1.

	<p>However, annex no. 5 also provides that the investor must submit a bid guarantee in the amount of " <i>insert the exact amount representing 1% of the value of the specific investment taken into account when ANRE approved the ceiling prices for the respective auction procedure for each 1 kW of capacity offered</i> ".</p> <p>What is the correct formula to consider?</p>			
80	<p><b>indexing CAEE tariffs :</b></p> <p>We understand that fixed price for power electricity from sources regenerator will be adjusted annual in accordance with the methodology for establishing fixed tariffs and energy prices electrical produced by the manufacturers eligible from sources renewable energy , approved by ANRE decision no. 375/2017. Therefore , indexing seems to depends on the changes COURSE official medium of exchange of the leu Moldavian against the US dollar . What will happen if Moldova joins the European Union and the Eurozone?</p>			<p>Art. 5 paragraph (3) of the SER Law provides that: <i>"The state policy in the field of energy from renewable sources is developed in such a way that the level and conditions related to the financial support granted to projects for the production of electricity from renewable sources through support schemes are reviewed in a way that does not adversely affect the rights conferred under of the law and which do not affect the economic viability of projects already receiving support in accordance with this law, with the exception of changes caused by the implementation of contracts for differences, in accordance with this law, as well as the transposition and implementation of European Union legislation adopted in the context of commitments assumed within the Treaty establishing the Energy Community. "</i></p> <p>Thus, at this stage it is premature to discuss the possible effects of integration into the European Union on fixed prices, but at that</p>

				stage the legislator will comply with the provisions of art. 5 paragraph (3).
81	<b>It is stated that the tender winners will initially sign a CAEE, but that the idea is to then migrate to a CFD: can you explain the government's approach in more detail?</b>			<p>The SER Law provides for the notion of " <i>contract for differences - a contract signed between the large eligible producer and the central electricity supplier, whereby the large eligible producer who sells the produced electricity on the wholesale market is assured of the positive or negative differences, through a variable premium, between the market price and the fixed price or the exercise price established within the auction procedures, in accordance with this law;</i>"</p> <p>Art. 38<sup>1</sup> paragraph (1) provides that " <i>Regulated contracts for the purchase of electricity from renewable sources concluded with large eligible producers established in the tender procedures before the conditions established in this paragraph are met are replaced by contracts for differences, with financial settlement, within 6 months, after meeting the following conditions:</i></p> <p><i>a) the day-ahead market is established and operational;</i></p> <p><i>b) the price for each trading interval on the market for the next day is set during the last 6 consecutive months. "</i></p> <p>Paragraph (1<sup>1</sup>) " <i>Large eligible producers are obliged to sell electricity from renewable sources on the wholesale market from the moment contracts for differences are concluded in accordance with paragraph (1)"</i></p>

				<p>Paragraph (3) of the SER Law states that <i>"The central electricity supplier and large eligible producers agree on the conclusion of the contract for differences, which provides for the preservation of the balance between benefits, rights and responsibilities, risks and compensations, as agreed between the parties when signing the contract regulated for the purchase of electricity from renewable sources. The provisions regarding the sale price of electricity obtained in the auction procedure are supplemented by provisions regarding the market prices recorded on the market for the next day and regarding the variable premium determined by the difference between the market price and the price of exercise established in the auction."</i></p>
82	<p>Could you kindly provide the implied rates and incentives provided to Investors of SPPs in Moldova or specifically to the Tender regarding the VAT amount paid for the CAPEX realized including the hardware, services and other related items. Is the direct exemption available?</p>			<p>Unfortunately, the Tender Commission is not entitled to offer support on technical or financial aspects, however, we advise you to address this requirement at the Invest Moldova Agency: <a href="https://invest.gov.md/">https://invest.gov.md/</a>.</p> <p>They will be happy to help you on this and other related matters .</p>
83	<p>Could you kindly provide the VAT refund mechanism if applicable? What is the application and refund timing?</p>			

84	Could you kindly provide the operational VAT exposure treatment? What is the generic approach for the IPPs?			
85	Please clarify the bid security amount and specification as in the document provided, is referred to two different amounts (1% under annex-5 and 258 lei / kW under Clause 25) Are all the banks including international banks with suitable rating are acceptable?			<p>The correct value of the bid security is 258 MDL per kW.</p> <p>This figures shoo been calculated as 1% of the specific investment value taken into account by ANRE, which for this tender procedure is equal to 25,877 MDL per kW for wind power plants</p> <p>Annex 5 will drink adjusted to avoid misinterpretation .</p> <p>The performance guarantee shall be an unconditional Bankia guarantee issued by any bank or recognized international financial institution outside Moldova with a credit rating of at least Baa3 or by a bank in the Republic of Moldova,</p>
86	<ul style="list-style-type: none"> <li>• Is there an annual indexation or revaluation of the electricity price guaranteed to the Investor? Please clarify the annual adjustment mechanism if any?</li> </ul>			<p>Article 37 of Law no . 10/2016 stipulated that During this period of time (15 years ), the National Agency for Energy Regulation shall adjust the fixed / exercise prices set in the auction and the fixed , signature According to the evolution of the exchange rate of the national currency against the US dollar , accordingly with the methodology approved by the Agency.</p>
87	<ul style="list-style-type: none"> <li>• A performance guarantee to be established in Moldovan lei and have a minimum amount available for drawing of 1,293,000 is explained under the tender document. Could you kindly provide the validity period and potential indexation of the figure provided?</li> </ul>			<p>performance guarantee shall be valid until the date of commissioning of the Power Plant (annex 10, point 4)</p>

88	<ul style="list-style-type: none"> <li>Please clarify the preferred land status of the Investor. Is rental accepted or whole ownership is mandatory</li> </ul>			<p>In the Republic of Moldova, foreign individuals are not allowed to hold land ownership rights. However, according to section 37.2 of the tender documentation, the investor must present copies of documents that confirm the legal right to hold the listed land parcels, including but not limited to deeds of ownership, surface agreements, concession contracts for public land, and, where applicable, valid extracts from the real estate registry.</p> <p>Therefore, rental (in the form of surfaces or concession) is accepted, and full ownership is not mandatory.</p>
89	<ul style="list-style-type: none"> <li>Please clarify if there are limitations or restrictions for the winning bidder's SPV shareholding structure to be established in the Republic of Moldova.</li> </ul>			<p>47.1. Individuals or legal entities who are not registered in the Republic of Moldova, including consortiums, who have been declared winners of the tender procedure, are obliged to complete the state registration process of legal entities in the Republic of Moldova (registration of a Project Company) within 60 calendar days of the announcement of the results by the Tender Commission. They must also submit a copy of the registration decision or an extract issued by the registration authority to the Tender Commission for approval of the decision to grant Eligible Producer status. This term may be extended, upon request, by the Tender Commission for up to 10 business days. If the investor does not comply within the extended term, the Tender Commission will apply the provisions of paragraph 45.1(b) from Section 45 of this Tender Documentation.</p>

90	<ul style="list-style-type: none"> <li>• Please clarify if there is a payment guarantee to be issued by the local authority for the payments of CAEE including but not limited to mechanisms such as Bank Letters sovereign guarantee or Escrow mechanism?</li> </ul>			<p>Art. 37 of the SER Law <sup>10</sup>establishes the rights and responsibilities of eligible producers, thus, <i>after participating in the auction and has obtained the status of eligible producer, the producer, for 15 years from the commissioning of the power plant, has the right to sell the entire amount of electricity delivered in the electricity networks at the fixed price established in the auction or, upon fulfillment of the stipulated conditions to art. 38 <sup>1</sup> para. (1), is obliged to sell it on the market and receive, in addition to the market price, a variable premium or pay a variable premium, within the limits of the exercise price. In this time frame, the National Agency for Energy Regulation adjusts the fixed/exercise prices established in the auction according to the evolution of the exchange rate of the national currency versus the US dollar, in accordance with the methodology approved by the Agency according to art. 14 para. (2) from the SER Law.</i></p> <p>Also, on the proposal of the Auction Commission, the Government approves the results of the auction and offers the status of large eligible producer to the investors who were declared winners following the auction and approves a decision in this regard.</p> <p>Thus according point 111. of the Regulation on the conduct of tenders for the offer of the status of large eligible producer <sup>11</sup>, the Government Decision on the offer of the status of large eligible producer will contain the following information:</p> <p><i>1) approval of the auction results;</i></p>
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<sup>10</sup>[https://www.legis.md/cautare/getResults?doc\\_id=144985&lang=ro](https://www.legis.md/cautare/getResults?doc_id=144985&lang=ro)  
<sup>11</sup>[https://www.legis.md/cautare/getResults?doc\\_id=143365&lang=ro#](https://www.legis.md/cautare/getResults?doc_id=143365&lang=ro#)

				<p>2) <i>the name of the investor declared the winner;</i></p> <p>3) <i>the type of electricity production technology from SRE;</i></p> <p>4) <i>the installed power of the power plant/power plants for the production of electricity from SRE;</i></p> <p>5) <i>the electricity production capacity from SRE, for which the status of large eligible producer is offered;</i></p> <p>6) <i>the deadline for putting into operation the power plant/power plants for the production of electricity from SRE;</i></p> <p>7) <i>the fixed price at which the respective large eligible producer will sell electricity from SRE, subject to adjustments by the National Energy Regulatory Agency, in accordance with the approved methodology and depending on the evolution of the exchange rate of the national currency against the US dollar, in accordance with art. 37 paragraph (1) of Law no. 10/2016 on the promotion of the use of energy from renewable sources;</i></p> <p>8) <i>authorization to install power plants from renewable sources with an installed power greater than 20 MW, according to Law no. 107/2016 regarding electricity, as the case may be.</i></p>
91	<ul style="list-style-type: none"> <li>We are in the process of considering participation in the tender as a consortium. As outlined in the tender dossier, there is a provision for sharing the liability of various tender requirements, such as</li> </ul>			<p>According to Article 24 of Government Decision No. 690/2018, investors may form a consortium or associate in order to participate in the tender and submit their bids . In this case, the consortium is considered as a single investor , and the bid must designate an</p>

	<p>references, turnover. We would appreciate clarification on the feasibility of collectively sharing the performance security bond, and bid security bond. Is it feasible to provide a bank guarantee that is subdivided among the shareholders of the consortium?</p>			<p>authorized representative for communication througho the tender process .</p> <p>Therefore , both the bid security and the performance security must be provided as a single document, even if there are multiple shareholders in the consortium . It is note feasible to subdivide these guarantees among the consortium members they must be presented as a unified guarantee in compliance with the tender documentation requirements .</p>
92	<ul style="list-style-type: none"> <li>• Please clarify the 35.1 i ) clause; the requirement of "The investor has the prior approval of the Council for the promotion of investment projects of national importance for the intended investments.". Kindly describe the mechanism. Please clarify what is the procedure and requirement regarding 35.1 - i ) &amp; 35.2 k) and timeline.</li> </ul>			<p>Any potential investor, prior to carrying out investment activities in areas of importance for state security, as outlined in Article 4 of Law No. 174/2021 on the Mechanism for Examining Investments of Importance for State Security, is required to obtain prior approval from the Council for the Promotion of Investment Projects of National Importance, established by Government Decision No. 585/2016 regarding the Council for the Promotion of Investment Projects of National Importance.</p> <p>To request prior approval for investments important for state security, the potential investor must submit to the Council's Secretariat (Public Services Agency) the following documents and information:</p> <ul style="list-style-type: none"> <li>a) The structure of the share capital (of the shareholders/partners), including that of the ultimate beneficiary;</li> <li>b) The maximum value of the investment, expressed in monetary units;</li> <li>c) The core business, products, and commercial services;</li> </ul>

				<p>d) The country or countries where the business operates and the main business partners in the country or abroad with which it collaborates;</p> <p>e) Financial statements for the last 3 years;</p> <p>f) The source of financial resources for funding the investment;</p> <p>g) The date the investment is planned to be made or when it was made;</p> <p>h) The criminal record, in the case of individual shareholders/partners or ultimate beneficiaries;</p> <p>i) A statement regarding the intention to make the investment individually or jointly, as well as supporting documents that confirm joint action. The joint action of the potential investor can also be determined by the Council based on its own assessments.</p> <p>Please note that the documents and information must be submitted physically to the address of the Public Services Agency: Chisinau , A. Puşkin Street, No. 42, Chancellery, with the mention "For the Strategic Investments Section" and electronically, signed electronically at the address: <a href="mailto:dims@asp.gov.md">dims@asp.gov.md</a> .</p> <p>The responsible person within the Public Services Agency: Ion IORDACHI, Head of the Strategic Investments and Goods Directorate, tel. 067127176, e-mail: <a href="mailto:dims@asp.gov.md">dims@asp.gov.md</a> .</p> <p>We inform you that the documents relevant to the activity of the Council are available on the official website of the Government of the Republic of Moldova, in the directory dedicated to the Council's activity, and can be accessed at the following link:</p>
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93	<ul style="list-style-type: none"> <li>Does the Company need to pre-register and request documents from the tender commission to participate in the tender</li> </ul>			No. The investor can request the tender documentation from Commission via e-mail <a href="mailto:solar.auctions@energie.gov.md">solar.auctions@energie.gov.md</a> , <a href="mailto:wind.auctions@energie.gov.md">wind.auctions@energie.gov.md</a> or download it from the website of the Ministry of Energy.
94	<ul style="list-style-type: none"> <li>Can the leader of the consortium proceed by his own (change of Control) once the project is awarded with a certain capacity? Or should the structure of Consortium be the same until Commercial Operation Date?</li> </ul>			<p>In accordance with Article 26.1(d) of the tender provisions, the members of the consortium who contributed to meeting the technical and financial criteria must remain part of the consortium for a minimum period of 12 months after the Commercial Operation Date (COD). During this period, and afterwards, consortium members may request to exit the consortium, subject to approval by the Government or any competent authority, while ensuring the transfer of know-how necessary for the operation of the power plant. This approval shall not be unreasonably withheld.</p> <p>Therefore, the structure of the consortium should remain unchanged at least until 12 months after the COD. The consortium leader cannot proceed independently (change of control) until these conditions are fulfilled, and any changes must follow the prescribed process, including obtaining the necessary approvals.</p>
95	<ul style="list-style-type: none"> <li>Can you please inform whether when and how will the PPA conversion to CfD is anticipated?</li> </ul>			In accord with Article 38 <sup>1</sup> (1) of Law No. 10/2016, power purchase agreements (PPAs) for the acquisition of renewable energy concluded with eligible producers through tender procedures will be replaced by Contracts for Difference (CfD) with financial settlement within six months, following the fulfillment of the following conditions:

				<p>a) The day-ahead market (DAM) is established and operational;</p> <p>b) The price for each trading interval on the day-ahead market has been set consistently for the last six consecutive months.</p> <p>Therefore, the conversion from PPA to CfD is anticipated to take place once both of these conditions have been met, and the change will occur within six months after their fulfillment.</p>
96	<ul style="list-style-type: none"> <li>As per Annex 12; I. SUBJECT OF THE CONTRACT (1.1) it is written as RON/kwh, can you please confirm whether this is the correct unit?</li> </ul>			<p>The units have been corrected to MDL/kWh.</p>
97	<ul style="list-style-type: none"> <li>Can you please clarify what is the procedure and requirement regarding Conflict of interest.</li> </ul>			<p><b>Conflict of Interest for Investors:</b></p> <ul style="list-style-type: none"> <li>An investor is in conflict of interest if: <ul style="list-style-type: none"> <li>They have financial or personal relationships with members of the bidding commission that could influence decision-making.</li> <li>They control or are controlled by another investor.</li> <li>They have legal or financial ties to another investor that could affect their offer.</li> </ul> </li> </ul> <p><b>Conflict Verification:</b></p> <ul style="list-style-type: none"> <li>The bidding commission will review submitted documents. If a conflict is identified: <ul style="list-style-type: none"> <li>Involved members will be replaced.</li> </ul> </li> </ul>

				<ul style="list-style-type: none"> <li>○ Investors in conflict will be deemed inadmissible.</li> </ul> <p><b>Exception:</b></p> <ul style="list-style-type: none"> <li>• If the same investor submits multiple offers, this is not considered a conflict.</li> </ul> <p>Please refer to Section 7 of the tender documentation for further details.</p>
98	Can you please clarify what is the procedure and requirement regarding Large Eligible Producer.			<p><b>Definition of a Large Eligible Producer:</b></p> <ul style="list-style-type: none"> <li>• A Large Eligible Producer is defined as a renewable energy producer operating one or more power plants with a total capacity exceeding the government-set limits, such as 105 MW for wind and 60 MW for solar.</li> <li>• To qualify as a Large Eligible Producer, an investor must participate in the auction and meet the conditions specified in the auction documentation.</li> <li>• The winner will be the investor who offers the lowest price.</li> <li>• Once designated, a Large Eligible Producer benefits from a fixed price support scheme, guaranteeing electricity purchases by the central supplier for a 15-year period. This framework promotes stability and encourages investment in renewable energy production.</li> </ul>
99	26.1 D states that the members of the Consortium must remain for a minimum of			In that case, if a minority member of the Consortium, who has not contributed to fulfilling the technical and financial criteria, seeks

	12 months after the date of COD. What if the minority member (Which does not contribute to the fulfillment of any criteria) seeks to exit the Consortium after the award of the tender?			<p>to exit after the award of the tender, they would still be subject to the requirements outlined in section 26.1(d). Specifically, the exit would need the approval of the government or a competent authority.</p> <p>Since this member did not contribute to the fulfillment of the necessary criteria, the remaining members would likely need to demonstrate that the exit will not affect the Consortium's obligations or the project's compliance with the tender requirements. The approval for the exit should not be unreasonably withheld, but the process will involve ensuring that all necessary knowledge for the project's operation is properly transferred, even if the exiting member did not play a significant role in meeting the criteria.</p>
100	<ul style="list-style-type: none"> <li>Is there any procedure in case one of the consortium members wants to sell its shares to the consortium leader</li> </ul>			<p>According to paragraph 35.3 of the Tender Documentation, each Investor, thus including a consortium, has/have the obligation to notify in writing the Tender Commission or the Ministry of Energy (after the assignment of the status of Large Eligible Producer) of any change in the real beneficiaries.</p>
101	<ul style="list-style-type: none"> <li>In case of consortium, is there any specific contribution requested from each member?</li> </ul>			<p>According to paragraph 35.3 of the Tender Documentation , each Investor , thus including a consortium , is /are obliged to notify in writing the Tender Commission or the Ministry of Energy ( after the award of Large Eligible Producer status) of any change of the benefit owners .</p>

10 2	<ul style="list-style-type: none"> <li>• Clauses 26.2 and 28 do not align. Each investor has the right to submit several bids unless he is a member of a consortium.</li> </ul>			<p>An investor, as a separate entity, has the right to submit multiple bids for different locations. Similarly, a consortium can also submit multiple bids for different locations. However, a member of a consortium cannot submit a separate bid simultaneously as an individual investor. They must choose either to participate in the consortium or to bid separately. This rule ensures clarity and fairness in the bidding process, preventing conflicts of interest and confusion regarding participation.</p>
10 2	<p>Do we need to register one of the electronic identification and trust services in Moldova to electronically sign the documents? What are the exact tools to use the electronic signature? Can we otherwise submit the documents in person since electronic signature is not recognized in our country?</p>			<p>The investors may appoint a local representative who will have the ability to access the electronic signature</p>
10 3	<p>Do you need all the declarations notarized and apostille in the country of origin?</p>			<p>No</p>
10 4	<p>Please clarify the fees including but not limited to, balancing fees, annual licensing fees, system or grid usage fees and real estate and relevant taxation, in summary, annual potential expenses to be incurred as an IPP.</p>			<p>These clarifications exceed the competence of the Tender Commission. We recommend that you contact the Investment Agency with these questions.</p>