LIETUVOS RESPUBLIKOS AMBASADA MOLDOVOS RESPUBLIKOJE

AKTUALIOS EKONOMINĖS INFORMACIJOS SUVESTINĖ

2026-02-01 – 2026-02-28

Data	Pateikiamos informacijos apibendrinimas	Informacijos šaltinis	Pastabos
Artėjantys ekonomikos renginiai Moldovoje			
02-26 – 03-01	Moldexpo vyks tarptautinė specializuota kosmetikos, parfumerijos ir grožio pramonės įrangos paroda (žiemos) „BEAUTY“	Exhibition beauty	
03-05	Kovo 5 d. Kišiniove vyks investicinis forumas žemės ūkio ir maisto sektoriuje, skirtas pritraukti naujų investicijų į pramonę ir skatinti Moldovos žemės ūkio produktų eksporto į ES augimą.	https://www.fao.org/europe/events/detail/moldovan-agrifood-partnership-investment-forum-2026/en	
03-11 – 03-14	Moldexpo vyks tarptautinė specializuota agropramoninio komplekso mašinų, įrangos ir technologijų pavasario paroda (pavasario) „MOLDAGROTECH“	Exhibition Moldagroteh	
04-02 – 04-05	Moldexpo vyks tarptautinė specializuota statybos technologijų, įrangos, įrankių ir medžiagų paroda „MOLDCONSTRUCT“	Exhibition Moldconstruct	
04-02 – 04-05	Moldexpo vyks tarptautinė specializuota energiją taupančių technologijų, šildymo įrenginių, dujų tiekimo, šildymo ir oro kondicionavimo sistemų paroda „MOLDENERGY“	Exhibition Moldenergy	
04-02 – 04-05	Moldexpo vyks specializuotoji nekilnojamojo turto paroda „SALON IMOBILIAR“	Exhibition “ECO GREEN EXPO”	
05-14 – 05-17	Moldexpo vyks tarptautinė specializuota pakuočių, pakavimo medžiagų ir jų gamybos technologijų paroda „PACKAGING. DEPOT“	Exhibition PACKAGING.DEPOT	
05-14 – 05-17	Moldexpo vyks tarptautinė specializuota maisto produktų ir jų gamybos žaliavų paroda „FOOD&DRINKS“	Exhibition FOOD & DRINKS	

05-14 – 05-17	Moldexpo vyks specializuotoji maisto perdirbimo pramonės įrangos ir technologijų paroda „FOOD TECHNOLOGY“	FOOD TECHNOLOGY	
05-29 – 06-01	Moldexpo vyks tarptautinė vaikams ir besilaukiančioms mamoms skirtų produktų ir paslaugų paroda-festivalis „KID’S EXPO“	Exhibition“ KID’S EXPO ”	
09-24 – 09-26	Moldexpo vyks tarptautinė specializuota medicinos įrangos, farmacijos ir stomatologijos paroda „MOLDMEDIZIN – MOLDDENT“	International specialized exhibition of medical equipment, medicine and dentistry.	
09-28 – 10-02	Moldovos verslo savaitė 2026 m. vyks rugsėjo 28 – spalio 2 dienomis.	https://mbw.md/	
10-15 – 10-18	Moldexpo vyks tarptautinė specializuota žemės ūkio produktų, įrangos, technologijų ir amatų paroda-mugė „FARMER“	Exhibition Farmer	
10-15 – 10-18	Moldexpo vyks tarptautinė specializuota žemės ūkio pramonės sektoriaus įrangos ir technologijų paroda (rudens) „MOLDAGROTECH“	MOLDAGROTECH	
11-05 – 11-08	Moldexpo vyks tarptautinė specializuota kosmetikos paroda „BEAUTY PROF“	School Fair	
11-05 – 11-08	Moldexpo vyks tarptautinė specializuota kosmetikos, parfumerijos ir grožio pramonės įrangos paroda (rudens) „BEAUTY“	Exhibition BEAUTY autumn	
11-19 – 11-22	Moldexpo vyks tarptautinė specializuota lengvosios pramonės gaminių, įrangos ir žaliavų paroda „FASHION EXPO“	MOLDOVA FASHION EXPO	
Lietuvos eksportuotojams aktuali informacija			
Tiesioginėms užsienio investicijoms pritraukti į Lietuvą aktuali informacija			
Lietuvos verslo plėtrai užsienyje aktuali informacija			
02-03	Baltijos šalys pritaria didesnei ES finansinei paramai Moldovai ir skubiam pirmojo derybų etapo, skirto ES stojimo deryboms užbaigti iki 2028 m., pradžiai.	https://infomarket.md/en/analitics/392795	
02-05	Moldovos investicinis potencialas žemės ūkio pramonės komplekse bus pristatytas kovo 5 d. Kišiniove vyksiančiame Žemės ūkio ir maisto produktų partnerystės investicijų forume.	https://businessdaily.md/en/investment/392987	
02-06	Moldovoje investuotojams dabar prieinami atsinaujinančiosios energijos projektai, kurių bendra galia viršija 260 MW – Energetikos ministerija	https://ipn.md/en/over-260-mw-released-into-the-network-for-renewable-energy-projects/	

02-06	Moldovoje veikia 53 lietuviško kapitalo įmonės, o tiesioginių skrydžių Kišiniovas–Vilnius pradžia balandžio 1 d. sudarys sąlygas plėsti ekonominius ir tarpasmeninius ryšius tarp abiejų šalių.	https://www.moldpres.md/eng/society/from-april-1-direct-flights-to-be-operated-between-chisinau-and-vilnius	
02-09	ES atkreipė dėmesį į augantį Moldovos ir Ukrainos vaidmenį Europos pastangose įvairinti ir stiprinti savo transporto tinklą ir žada dideles investicijas į šių šalių infrastruktūrą, kad jos būtų visiškai integruotos į Europos tinklus.	https://infomarket.md/en/analitics/393225	
02-09	Moldovos prekybos apyvarta su Lietuva 2025 m. išaugo 18% ir, palyginti su 2024 m., pasiekė beveik 50 mln. USD.	https://infomarket.md/en/commerce/393226	
02-12	Moldovos BVP per pirmuosius 11 2025 m. mėnesių išaugo 2,7 %, infliacija mažėja, o Moldovos nacionalinis bankas ne kartą mažino refinansavimo palūkanų normas – premjeras Alexandru Munteanu	https://infomarket.md/en/analitics/393598	
02-16	ES išlieka didžiausia investuotoja Moldovoje – jai tenka 86% visų tiesioginių užsienio investicijų šalyje.	https://infomarket.md/en/analitics/393937	
02-18	Moldova modernizuoja savo finansų sektorių, stiprina vartotojų apsaugą finansinių paslaugų srityje ir konsoliduoja kredito unijų sektorių.	https://www.moldpres.md/eng/interviews/moldpres-interview-moldovan-finance-minister-says-ministry-aims-to-modernize-financial-system-for-benefit-of-businesses-citizens	
02-26	Moldova spartina skaitmeninę integraciją ir savo sistemų derinimą su ES standartais	https://infomarket.md/en/communication/394935	
Lietuvos turizmo sektoriui aktuali informacija			
02-04	Moldovos vynas bus plačiai pristatytas didžiausiose tarptautinėse parodose „Wine Paris“ ir „ProWein Düsseldorf“, kurios vyks atitinkamai vasario 9–11 d. ir kovo 15–17 d. – ONVV	https://infomarket.md/en/moldova/392919	
02-06	Moldova dalyvaus didžiausioje tarptautinėje kelionių parodoje Baltijos šalyse – „Balttour Riga 2026“, kuri vyks Rygoje vasario 6–8 dienomis.	🌎 ... - Oficiul Național al Turismului al Republicii Moldova | Facebook	
02-09	Kišiniovo tarptautinis oro uostas paskelbė apie daugiau nei 10 naujų krypčių iš Moldovos sostinės 2026 m. vasaros sezonui.	https://www.moldpres.md/eng/economy/summer-season-2026-chisinau-international-airport-expands-connections-destinations	
02-09	Kišiniovo oro uoste 2026 m. sausio mėn. pervežta 447 127 keleivių, t. y. 35,4% daugiau nei 2025 m. sausio mėn.	https://www.moldpres.md/eng/economy/chisinau-international-airport-	

		records-significant-growth-in-air-traffic-in-last-january	
02-10	Kišiniovo oro uostas 2025 m. tapo vienu dinamiškiausių Europoje vidutinio dydžio oro uostų kategorijoje.	https://infomarket.md/en/analitics/393296	
02-10	26 Moldovos vyno daryklos pristato daugiau nei 120 vynų nacionaliniame stende vienoje svarbiausių tarptautinių vyno ir stipriųjų gėrimų prekybos mugių „Wine Paris & Vinexpo Paris“.	https://logos-pres.md/en/news/moldovan-wines-presented-at-the-most-important-exhibition-in-paris/	
02-15	Bendros Moldovos kelionių agentūrų ir kelionių organizatorių pajamos iš turizmo veiklos 2025 m., palyginti su 2024 m., padidėjo 11,2% iki 5 mlrd. 138,7 mln. MDL.	https://logos-pres.md/en/news/revenues-of-travel-agencies-exceeded-5-billion-lei/	
Bendradarbiavimui mokslinių tyrimų, eksperimentinės plėtros ir inovacijų (MTEPI) srityse aktuali informacija			
Lietuvos ekonominiam saugumui aktuali informacija			
02-03	Sausio 31 d. Moldovoje daugiau nei 490 000 namų ūkių patyrė laikinus elektros energijos tiekimo sutrikimus.	https://ipn.md/en/the-power-outage-of-january-31st-affected-70-of-the-country-says-the-minister/	
02-03	Moldova ir Rumunija stiprina prekybos, ekonominį ir investicinį bendradarbiavimą	Economic relations between Romania and Moldova constantly develop. Gabriel Stetco for IPN - ipn.md	
02-06	Padniestrės regiono ekonomika 2025 m. patyrė didžiausią krizę per pastaruosius 25 metus – ekonomistas Veaceslav Ionita	https://ipn.md/en/the-transnistrian-region-is-facing-the-most-severe-crisis-in-the-last-25-years-idis-expert/	
02-09	Moldovos namų ūkių vartotojams taikomas gamtinių dujų tarifas sumažintas 13,9% – nuo 15,5 iki 13,35 MDL už 1 m3 dujų be PVM arba nuo 16,74 MDL iki 14,42 MDL su PVM. Vidutinė metinė pirkimo kaina, prognozuojama 2026 m., yra 404 EUR už 1000 m3 dujų, palyginti su 487 EUR, įtrauktais į ankstesnį tarifą – praneša Nacionalinė energetikos reguliavimo agentūra (ANRE).	https://www.moldpres.md/eng/economy/doc-lower-gas-bills-starting-today-4-february https://infomarket.md/en/pwengineering/392738	
02-09	Moldova galės gauti amerikietiškų SGD per Graikijos bendrovę „Atlantic Sea LNG Trade“, kuri pasirašė 20 metų sutartį su JAV dėl SGD tiekimo, siekiant sustiprinti dujų tiekimą Pietų Europai.	https://www.reuters.com/business/energy/greek-joint-venture-seeks-20-year-us-lng-deal-strengthen-southern-europes-gas-2026-02-06/	
02-09	Moldova turi didelį potencialą gerinti energijos vartojimo efektyvumą, ypač statybų sektoriuje, o energijos vartojimo	https://infomarket.md/en/pwengineering/393291#google_vignette	

	efektyvumas tapo strategine priemone stiprinant energetinį saugumą, vartotojų apsaugą ir viešųjų investicijų tvarumą, praneša Energetikos ministerija.		
02-10	Moldova ir Ukraina stiprins bendradarbiavimą elektros energijos ir dujų sektoriuose bei ties naujas elektros linijas ir jungtis. Ukraina pasirengusi tiekti anglį MGRES.	https://english.nv.ua/nation/ukraine-moldova-agree-on-new-power-transmission-lines-50582792.html Ukraine ready to supply coal for the Cuciurgan Power Plant – Cotidianul	
02-12	EBRD sutiko parduoti Moldovos Giurgiulešti tarptautinio laisvojo uosto operatorę „Danube Logistics“ Rumunijos valstybiniam Konstancos uostui ir netrukus užbaigs sandorį.	https://www.ebrd.com/home/news-and-events/news/2026/ebrd-to-exit-giurgiulesti-international-free-port--gifp-.html	
02-18	Moldova ir Ukraina ketina plėsti bendradarbiavimą gamtinių dujų saugojimo ir elektros energijos tiekimo srityje.	VIDEO // Moldovan PM in Kyiv says Moldova, Ukraine strengthening economic, energy, European partnership	
02-21	Moldova atvira dalyvavimui Kaspijos-Juodosios jūros-Europos energetikos koridoriaus projekte ir laiko Azerbaidžaną dujų tiekimo partneriu.	https://logos-pres.md/en/news/jungietu-moldova-considers-azerbaijan-as-a-potential-partner-for-lng-supplies/	
02-25	2025 m. per Moldovą transportuotų gamtinių dujų kiekis siekė 1,797 mlrd. m3 – 30 % daugiau nei ankstesniais metais.	https://infomarket.md/en/pwengineering/394851	
02-28	Moldova įsipareigojo palengvinti Amerikos SGD transportavimą iš Graikijos į Ukrainą ir stiprinti Vidurio ir Rytų Europos šalių energetinį saugumą.	https://www.moldpres.md/eng/economy/moldovan-energy-minister-at-transatlantic-gas-security-summit-says-partnership-with-usa-essential-for-strengthening-energy-security-in-central-eastern-europe	
Bendra akreditacijos valstybių ekonominė informacija			
02-02	Moldovos Inovacijų Technologijų Parkas įsteigė darbo grupę, skirtą Moldovos integracijai į ES, kad ši praktiškai prisidėtų prie šio proceso IT sektoriuje.	InfoMarket Business Daily - Events and Comments - Moldova Innovation Technology Park launches a Working Group dedicated to Moldova's integration into the EU to make a practical contribution to this process in the IT sector	
02-02	Moldova ir ES plės bendradarbiavimą, siekdamos pritraukti naujų investicijų į Moldovą ir skatinti tvarų ekonominį vystymąsi.	https://www.infomarket.md/en/analitics/392676	
02-02	Moldovos bankų pajamos iš valiutų kursų skirtumų 2025 m. sudarė 2 mlrd. 241,4 mln.	https://logos-pres.md/en/news/banks-increased-	

	MDL, t. y. 3,8 mln. (+0,17%) daugiau nei 2024 m.	profits-at-the-expense-of-interest-rates/	
02-02	Investicijos į „Purcari“ vyno daryklos gamybos pajėgumų plėtrą siekia 20 mln. EUR.	InfoMarket Business Daily - Investments - Investments in the expansion of Purcari winery's production capacity amount to €20 million	
02-04	Per 35 Moldovos nepriklausomybės metus Jungtinės Valstijos investavo maždaug 2 mlrd. USD į Moldovos saugumą, gynybą, energetinį saugumą ir kitas sritis.	https://ipn.md/en/the-usa-grants-moldova-36-5-million-dollars-for-strengthening-national-security/	
02-04	Reorganizavus Moldovos valstybinę įmonę „Moldovos geležinkeliai“ (CFM), bus įsteigta akcinė bendrovė „Moldovos geležinkeliai – krovinių ir keleivių pervežimas“, kurios 100 proc. kapitalo priklausys valstybei.	https://infomarket.md/en/transport/392864	
02-04	Moldova gerins maisto saugą ir apsaugos visuomenės sveikatą, remdama žiedinę ekonomiką ir atsakingą perdirbto plastiko naudojimą.	https://ipn.md/en/the-recycled-plastic-will-be-used-for-packaging-food-products-with-strict-rules/	
02-05	Moldovos Nacionalinis Bankas pagrindinėms trumpalaikėms pinigų politikos operacijoms taikomą bazinę palūkanų normą išlaikė nepakeistą – 5% per metus, tačiau bankų rezervinių atsargų reikalavimus Moldovos lėjomis (MDL) ir užsienio valiuta sumažino atitinkamai 2 ir 3 procentiniais punktais.	https://businessdaily.md/en/analitics/392977	
02-05	Moldova stiprina savo, kaip patikimo Europos eksportuotojo, pozicijas, o strateginis dėmesys didelės pridėtinės vertės sektoriams ir aukščiausios kokybės žemės ūkio produktams duoda tvarių rezultatų.	https://infomarket.md/en/commerce/392981	
02-05	Moldovos Nacionalinis Bankas pranešė, kad 2025 m. gruodžio mėn. metinė infliacija Moldovoje siekė 6,84%, 0,15 procentinio punkto mažiau nei ankstesnį mėnesį, tačiau šiek tiek viršijo viršutinę ±1,5 procentinio punkto intervalo nuo 5% tikslo ribą.	https://infomarket.md/en/analitics/393033	
02-06	Moldovos ekonomika per pirmuosius 11 2025 m. mėnesių išaugo 2,7%, viršydama ankstesnes prognozes, o 2026-ieji bus spartesnių reformų ir investicijų metai, teigia Ekonomikos plėtros ir skaitmenizacijos ministras Eugeniu Osmochescu.	https://infomarket.md/en/analitics/393096	
02-06	Moldova gaus 25 mln. USD iš Pasaulio banko, 65 mln. EUR iš Prancūzijos plėtros	https://infomarket.md/en/agriculture/393103	

	agentūros ir 53 mln. EUR iš ERPB drėkinimo infrastruktūros plėtrai.		
02-06	Moldovos valstybės biudžeto pajamos 2025 m. sudarė 76 mlrd. 380,7 mln. MDL, tai yra 9 mlrd. 400,3 mln. (14%) daugiau nei 2024 m. Moldovos valstybės biudžeto deficitas 2025 m. siekė 15 mlrd. 712,4 mln. MDL, 2 mlrd. 622,6 mln. MDL (20%) daugiau nei 2024 m.	https://logos-pres.md/en/news/the-budget-deficit-in-2025-reached-almost-16-billion-lei/ https://infomarket.md/en/macroeconomy/393164	
02-08	Moldova uždraus kačių ir šunų kailių importą ir eksportą.	https://logos-pres.md/en/news/the-use-of-cat-and-dog-fur-will-become-illegal/	
02-09	„Moldova Fruct“ duomenimis, 2025 m. Moldova į ES eksportavo maždaug 126 000 tonų vaisių (50% viso eksporto kiekio), o Rumunija įsigijo 77 000 tonų vaisių už 72 mln. USD. Trylika Moldovos obuolių, valgomųjų vynuogių ir slyvų augintojų ir eksportuotojų dalyvauja tarptautinėje parodoje „Fruit Logistica“ Berlyne vasario 4–6 dienomis.	https://www.moldpres.md/eng/economy/photo-moldovan-fruits-promoted-in-berlin-13-companies-of-moldova-participate-in-fruit-logistica-2026-international-exhibition	
02-09	Antrus metus iš eilės Moldova tapo didžiausia ukrainietiškų pomidorų pirkėja 2025 m., įsigydama 61,5% viso kiekio, palyginti su 86% prieš metus.	https://www.freshplaza.com/oceania/article/9809064/moldova-remains-top-buyer-of-ukrainian-tomatoes-in-2025/	
02-09	Prekybos apyvarta tarp Moldovos ir Saudo Arabijos 2025 m., palyginti su 2024 m., išaugo beveik 50% ir viršijo 19 mln. USD.	https://gov.md/index.php/en/press-releases/moldovan-prime-minister-held-farewell-meeting-ambassador-kingdom-saudi-arabia	
02-10	Metinė infliacija (per pastaruosius 12 mėnesių) Moldovoje 2026 m. sausio mėn. buvo 4,85%, palyginti su 9,12% 2025 m. sausio mėn. Mėnesinė infliacija Moldovoje 2026 m. sausio mėn. buvo 0,9%, palyginti su 0,87% 2025 m. gruodžio mėn. ir 2,82% 2025 m. sausio mėn.	https://statistica.gov.md/index.php/en/consumer-price-indices-in-the-republic-of-moldova-in-january-2026-9485_62312.html	
02-10	Moldovos inovacijų technologijų parko (MITP) apyvarta 2025 m. viršijo simbolinę 1 mlrd. USD ribą.	https://infomarket.md/en/investment/393357	
02-10	Moldova yra pasirengusi dalyvauti Ukrainos atstatymo procese, be kita ko, įgyvendindama dvišales ir regionines iniciatyvas transporto, infrastruktūros, energetikos, kibernetinio saugumo ir gynybos srityse. Ukraina siūlo Moldovai padidinti dujų kiekius požeminėse dujų saugyklose ir yra	https://gov.md/en/press-releases/moldova-ukraine-act-close-cooperation-european-integration-moldovan-pm-two-countries https://infomarket.md/en/pwengineering/393409	

	pasirengusi plėsti prekybinį ir ekonominį bendradarbiavimą bei plėtoti pasienio infrastruktūrą, kad būtų supaprastintas sienų kirtimas ir padidinta prekyba.		
02-11	Moldovos ekonomika 2025 m. parodė pastebimą atsigavimą, o šalies BVP augimas turėtų siekti apie 3%, teigia premjero pavaduotojas, Ekonomikos plėtros ir skaitmenizacijos ministras Eugen Osmochescu.	https://businessdaily.md/en/analitics/393741	
02-11	Moldova patvirtino mobiliųjų tinklų ir sparčiojo interneto plėtros planą 2026–2030 metams.	https://www.infotag.md/economics-en/329740/	
02-11	ANRE užregistravo pirmąją atsinaujinančios energijos bendruomenę Atsinaujinančios energijos bendruomenių registre	https://ipn.md/en/the-first-renewable-energy-community-registered-in-cociulia-cantemir/	
02-11	Vyriausybė pritarė 30 metų veikusios Tvarditos laisvosios ekonominės zonos likvidavimui.	https://ipn.md/en/the-free-entrepreneurship-zone-tvardita-will-be-liquidated-following-the-expiration-of-the-special-regime/	
02-13	SEPA per tris mėnesius pakeitė Moldovos mokėjimų rinką: septyni iš dešimties pervedimų eurais dabar apdorojami per šią sistemą, o ne SWIFT, taip sutaupant milijonus eurų, teigia Nacionalinis Moldovos bankas.	https://businessdaily.md/en/banks/393746	
02-15	TVF direktorių valdyba vasario 27 d. aptars naujausios TVF misijos ataskaitą ir diskusijų dėl naujos programos su Moldova pradžią.	https://logos-pres.md/en/news/negotiations-with-the-imf-will-start-already-in-spring/	
02-16	NBM duomenimis, vidutinė metinė infliacija 2026 m. turėtų siekti 5%, o 2027 m. – 4,5%.	https://interfax.com/newsroom/top-stories/116179/	
02-16	Moldova ir Pasaulio bankas plės bendradarbiavimą įgyvendindami strategines reformas ir ekonomikos plėtros projektus.	https://businessdaily.md/en/analitics/393867	
02-16	Moldovoje negrynaisiais pinigais atliktų mokėjimų kortelėmis suma 2025 m. pasiekė 120 mlrd. MDL ir pirmą kartą viršijo grynųjų pinigų išėmimą, kuris sudarė 113 mlrd. MDL.	https://infomarket.md/en/banks/393944	
02-17	Rumunijos kavinių tinklas „5 to Go“, vienas didžiausių Rytų Europoje, planuoja išplėsti savo tinklą Moldovoje iki 10 vietų.	https://www.comunicaffe.com/5-to-go-expansion-2026-eur-72m-dublin-1000-shops-2028/	
02-17	Moldovos eksportas 2025 m. gruodį sudarė 351,9 mln. USD, tai yra 11,1% mažiau nei ankstesnį mėnesį.	https://moldovalive.md/the-eu-remains-moldovas-main-trade-partner-in-2025/	

	Moldovos eksporto apimtys 2025 m., palyginti su 2024 m., padidėjo 6,4% ir pasiekė 3 mlrd. 782,7 mln. USD. Moldovos importas 2025 m., palyginti su 2024 m., išaugo 20,5% ir pasiekė 10 mlrd. 921,6 mln. USD.	https://www.moldpres.md/eng/economy/goods-exports-increased-by-6-4-percent-in-2025 MOLDOVA INCREASED IMPORTS BY 20.5% AND EXPORTS BY 6.4% IN 2025. DEFICIT: $7.139 BILLION - Infotag	
02-18	Moldova ir JAV plečia bendradarbiavimą žemės ūkio srityje	https://www.moldpres.md/eng/economy/united-states-to-provide-moldova-with-21-million-dollars-for-agricultural-development	
02-18	Moldova aktyviai reklamuoja savo ekologiškus žemės ūkio produktus parodoje „BIOFACH 2026“ – didžiausioje pasaulinėje ekologiškam maistui skirtoje platformoje.	https://www.moldpres.md/eng/economy/republic-of-moldova-promotes-organic-products-at-world-s-largest-organic-agriculture-exhibition-biofach-2026	
02-18	Vidutinis mėnesinis atlyginimas Moldovos inovacijų technologijų parko (MITP) įmonėse yra apie 50 000 MDL, tai atitinka 2 500 EUR arba 2 700 USD.	https://infomarket.md/en/investment/393357	
02-18	Moldovos prezidentė Maia Sandu ir JAV valstybės sekretorius Marco Rubio aptarė šalių bendradarbiavimą energetikos, gynybos ir kibernetinio saugumo srityse.	https://cotidianul.md/en/25353/Maia-Sandu-explains-what-she-discussed-with-Marco-Rubio-at-the-Munich-Security-Conference/	
01-18	Įgyvendinant priemones, skirtas skatinti diasporos piliečius grįžti namo, vyriausybė patvirtino asmeninių daiktų, kuriuos galima įvežti į Moldovą nemokant importo muitų, sąrašą.	https://gov.md/en/press-releases/government-facilitates-return-moldovan-citizens-diaspora	
02-18	Moldova ir Kipras ketina plėsti bendradarbiavimą prekybos, energetikos, turizmo srityse ir skatinti naujas Kipro investicijas mūsų šalyje	https://gov.md/en/press-releases/moldovan-pm-ambassador-cyprus-discuss-european-path-moldova	
02-19	2024 m. Moldova eksportavo įrangos ir elektronikos už 453 mln. svarų sterlingų ir yra patikima didelės pridėtinės vertės paslaugų teikėja, integruota į Europos ir pasaulines tiekimo grandines.	https://infomarket.md/en/analitics/394321	
02-19	Moldovoje bendra statybos darbų apimtis 2025 m., palyginti su 2024 m., palyginamosiomis kainomis padidėjo 32,2%.	https://statistica.gov.md/en/construction-works-carried-out-in-2025-9801_62328.html	
02-20	Moldova su TVF aptars galimybę 2026 m. sudaryti techninį susitarimą dėl paramos reformoms, be poreikio tiesiogiai gauti pinigų.	https://moldova1.md/p/69227	

02-20	Vykdant pirmąjį Investicijų pasirengimo programos etapą, Moldovos startuoliai vos per 7 mėnesius surinko rekordinę 2,4 mln. USD sumą.	https://logos-pres.md/en/news/moldovan-startups-raised-2-4-mln/	
02-21	Moldova, Ukraina ir Rumunija susitarė įkurti trišalį kibernetinį aljansą, stiprinti energetinį saugumą ir kibernetinį saugumą bei gerinti sausumos transporto ryšius tarp trijų šalių.	https://moldova1.md/p/69315/moldova-romania-and-ukraine-launched-the-triple-cyber-alliance-to-exchange-information-expertise-and-best-practices-popsoi	
02-21	Prekybos apyvarta tarp Moldovos ir Izraelio per pastaruosius metus padvigubėjo – nuo 27,22 mln. USD 2024 m. iki 53,84 mln. USD 2025 m.	https://logos-pres.md/en/news/trade-volume-between-moldova-and-israel-doubled/	
02-22	Moldovoje pramonės gamyba 2025 m., palyginti su 2024 m., išaugo 5,4%.	https://logos-pres.md/en/news/industrial-production-grew-by-5-4/	
02-22	Moldova ir Latvija pradės naujus bendrus projektus IT, kibernetinio saugumo ir inovatyvių energetikos sprendimų srityse	https://www.moldpres.md/eng/official/posibilitatile-de-extindere-a-investitiilor-letone-in-republica-moldova-discutate-la-guvern-eng	
02-22	Moldova ir Pietų Korėja pasirašė tarpvyriausybinį susitarimą dėl dvišalio ekonominio bendradarbiavimo stiprinimo	https://www.moldpres.md/eng/economy/moldova-and-korea-strengthen-bilateral-economic-cooperation-agreement-signed-in-chisinau	
02-23	JAV prezidentas Donaldas Trumpas padidino importo muitus visoms šalims, įskaitant Moldovą, nuo 10 iki 15 procentų.	https://www.infotag.md/finances-en/329933/	
02-23	Moldova galėtų tapti svarbiu centru Ukrainos pokario atstatymo procese, o Eugen Osmochescu bus Moldovos vyriausybės specialusis atstovas Ukrainos atkūrimo klausimais.	https://moldova1.md/p/69423/moldova-appoints-special-envoy-for-ukraine-reconstruction-as-logistics-hub-plans-advance	
02-24	Krovinių gabenimo apimtus Moldovoje 2025 m. siekė 20 mln. 207,8 tūkst. tonų ir išliko 2024 m. lygyje. Moldovoje 2025 m. visų transporto rūšių keleivių skaičius siekė 333,02 mln., tai yra 8,3% daugiau nei 2024 m.	https://statistica.gov.md/en/passenger-and-freight-transport-in-2025-9527_62331.html	
02-25	Moldovos BVP išaugtų 51% – nuo 16,8 mlrd. EUR iki 25,3 mlrd. EUR, jei šalies ekonomikos sektoriai pasiektų minimalų ES produktyvumo lygį.	https://businessdaily.md/en/analitics/394846	
02-26	Praėjus keturiems mėnesiams po to, kai Moldova prisijungė prie Bendrosios mokėjimų eurais erdvės (SEPA), Moldovos piliečiai sutaupė beveik 5 mln. EUR mokesčių.	https://euneighbourseast.eu/news/latest-news/thanks-to-sepa-moldovan-citizens-saved-almost-e5-million-in-fees/	

02-26	Moldovos draudimo sektorius bus modernizuotas ir suderintas su ES standartais, bus atnaujinti minimalūs kapitalo reikalavimai draudimo bendrovėms ir liberalizuoti privalomojo transporto priemonių valdytojų civilinės atsakomybės draudimo (CMTPLI) tarifai.	https://infomarket.md/en/insurance/394747	
02-26	2025 m. Investicijų agentūra parėmė 17 investicinių projektų, kurių vertė viršija 46,1 mln. USD, įgyvendinimą.	https://logos-pres.md/en/news/the-investment-agency-got-more-money-and-intends-to-do-more-work/	
02-26	ERPB padidino Moldovos BVP augimo prognozę 2025 m. 1 procentiniu punktu – nuo 1,5% iki 2,5 %, tačiau sumažino šalies ekonomikos augimo prognozę 2026 m. 0,8 procentinio punkto – nuo 3,8% iki 3%.	https://infomarket.md/en/analitics/394980	
02-26	Ukraina ketina uždrausti visų Moldovos vyno produktų ir šviežių vynuogių importą, kol bus panaikintas draudimas importuoti į Moldovą ukrainietišką vištieną.	https://moldova1.md/p/69756/imports-of-moldovan-wine-into-ukraine-could-face-significant-restrictions	
02-28	Moldova planuoja palaipsniui panaikinti mokesčių lengvatas Padniestrei.	https://www.moldpres.md/eng/politics/moldovan-mp-says-action-and-solidarity-party-proposes-gradual-elimination-of-tax-exemptions-for-transnistrian-region-creation-of-convergence-fund-starting-from-2026	
Gynybos pramonė			
Kita ekonominiam bendradarbiavimui aktuali informacija			

Rengėjas (-ai): Atašė Liudas Dabkus, +37065 3726, liudas.dabkus@urm.lt

Ministry of Energy of the
Republic of Moldova

Nr. 04 – 338 of February 16, 2026

According to the list

Subject: *Amendment of the Tender Documentation and Dissemination of Responses to Clarification Requests*

Excellencies,

The Ministry of Energy of the Republic of Moldova hereby informs you that, following the examination of clarification requests submitted by potential investors, between 19 December 2025 and 1 February 2026, concerning the tender documentation for the development of onshore wind power generation capacities with a total supported capacity of up to 170 MW, including a minimum electricity storage capacity of 0.25 MWh (BESS) for each MW of supported wind generation capacity, the Tender Commission, at its meeting held on 10 February 2026, decided to amend the Tender Documentation.

The revised Tender Documentation, together with the consolidated table of amendments, is attached to this notice and is publicly available on the Ministry's official website. The English version of the documentation has also been reviewed and updated accordingly.

The Romanian version of the ***tender documentation*** may be accessed on the official website of the Ministry of Energy under the following section: *"Energy Policies" → "Renewable Energy" → "RES Auctions" → "Tender Documentation 2025–2026"*.

The responses to ***clarification requests*** are available under:
"Energy Policies" → "Renewable Energy" → "RES Auctions" → "Frequently Asked Questions".

The English version of the ***tender documentation***, including the consolidated table of amendments and the responses to clarification requests, may be accessed under: *"Energy Policies" → "Renewable Energy" → "Tender Documentation".*

The documentation may also be obtained upon written request sent to: wind.auctions@energie.gov.md.

We kindly and respectfully request your support in disseminating this information to all relevant stakeholders within the communities you represent. We reiterate that the bid submission period will take place between ***19 February and 31 March 2026***, and investors are invited to submit their bids electronically to: wind.auctions@energie.gov.md.

We thank you for your cooperation and remain committed to fostering increased interest in renewable energy investments in the Republic of Moldova.

For your convenience, we hereby attach to the present letter:

1. *the consolidated version of the Tender Documentation in Romanian and English;*
2. *the table of amendments to the Tender Documentation;*
3. *the responses to the clarification requests, in Romanian and English.*

Minister Digitally signed by Junghietu Dorin
Date: 2026.02.16 15:32:42 EET
Reason: MoldSign Signature
Location: Moldova
MOLDOVA EUROPEANĂ

Dorin JUNGHIETU

Ex. Doina Dînga
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MINISTRY OF ECONOMIC
DEVELOPMENT AND DIGITALISATION
OF REPUBLIC OF MOLDOVA

To the attention of:
H.E. Mr Tadas Valionis
Ambassador Extraordinary and Plenipotentiary
of the Republic of Lithuania

Excellency,

On behalf of the Government of the Republic of Moldova, I have the honor to extend the invitation to the **15th edition of the Moldova Digital Summit**, which will take place on **4–6 June 2026**, at Chișinău Arena.

As the Republic of Moldova advances its digital transformation and European integration path, the Summit serves as a strategic platform for among the public sector, private industry, and international partners.

A central priority of the Summit is the promotion of strategic tech investments, highlighting Moldova's readiness to become a regional hub for digital innovation. The discussions will focus on the following core areas:

- **Day 1. Government & European Alignment** - addressing digital public services, interoperability, and alignment to the EU standards.
- **Day 2. Business, Investment & Partnerships** - dedicated to private sector engagement and cross-border cooperation.
- **Day 3. Skills, Education & Future Workforce** - addressing talent development for the digital economy.

We would be honored by the Embassy's participation, as your presence underscores the importance of international cooperation in our economic development. Furthermore, we would be grateful for the Embassy's support in facilitating outreach to business leaders, investors, and industry representatives from your country who may be interested in exploring investments opportunities and potential partnerships within Moldova's technology sector.

For the coordination of participation and agenda-related matters, we kindly invite you to contact the State Secretary, Ms Michelle Iliev (email: michelle.iliev@mded.gov.md) and Ms Olga Cazacu-Ustunel (email: welcome@moldovadigitalsummit.md).

Looking forward to welcoming you to the Moldova Digital Summit in Chișinău, please accept Excellency the assurances of my highest consideration.

Sincerely,

Eugeniu OSMOCHESCU
Deputy Prime Minister,
Minister

MOLDOVA DIGITAL SUMMIT 2026 LOADING...

4-6 JUNE

Synopsis & Event Overview

Moldova Digital Summit returns in 2026 as the region's most ambitious platform for aligning technology, governance, and investment with the European Union's digital future.

Positioned as the **gateway between Eastern innovation and European integration**, this 3-days summit accelerates Moldova's transformation from digital underdog to EU-aligned leader. The event will spotlight Moldova's strategic progress on the EU accession path through digital leadership, public-private collaboration, and resilient innovation ecosystems.

MDS2026 is more than a summit; it is a **working stage for policy, business, and infrastructure convergence**, driving the next chapter of Moldova's digital decade.

Details

- **Dates:** June 4-6, 2026
- **Location:** Chișinău Arena, Republic of Moldova
- **Theme:** *Where Digital Vision Meets European Ambition*
  Structure:
  - 3 Thematic Days
  - Main Stage + Parallel Tracks
  - Interactive Workshops
  - Startup Alley
  - Expo Zone
    B2B & B2G Matchmaking
    Demo & Innovation Fair
- **Target Audience:**
  - Innovation leaders
  - EU & regional policymakers
  - GovTech and civic tech leaders
  - Investors and VCs
  - Local & international tech companies
  - Startup founders and scale-ups

- Development partners and donors
  Academia & civil society

Positioning & Value Proposition

Moldova Digital Summit is the country's flagship platform for:

- **Showcasing Moldova's digital readiness and technological sovereignty** within the European digital space.

- **Positioning Moldova as a European testbed for innovation** and scalable solutions.
- **Driving strategic partnerships** across borders to enable innovation, investment, and digital inclusion.
- **Enabling public-private collaboration**, co-creation, and scalable digital infrastructure.
- **Attracting foreign investment**, regional VCs, and global tech leaders looking to discover a new EU-adjacent tech hub.
- **Strengthening Moldova's narrative** as a resilient, future-ready nation embracing transformation from within.

Goals

1. **Attract Tech Investment:**

   Position Moldova as a European hub for deep-tech and fintech innovation, anchored by Moldova HiTech Park and startup scaling.

2. **Advance Moldova's EU Integration through Digitalization:**

   Highlight regulatory and implementation progress, cross-border alignment (eIDAS, EUDI Wallet, NIS2), and digital public service expansion.
3. **Strengthen Local Ecosystem Access:**

   Facilitate easier access for companies to digital infrastructure, public eGOV platforms, remote onboarding, and Moldova IT Park registration.
4. **Accelerate Skills Transformation:**

   Tackle the digital skills gap by connecting education, workforce development, and upskilling programs to labor market needs.

5. **Promote Regional Cooperation:**

   Foster GovTech partnerships, shared digital infrastructure, and regulatory convergence across borders.

High-Level Themes by Day

Day 1 – Government & EU Alignment

Theme: *Trust, Technology, and EU Accession*

- Moldova's path to implementing EU regulations: eIDAS 2.0, AI Act, Interoperable Europe Act.
- AI implementation in Gov
- Interoperability, trust services, and data-driven policy
- Bridging the public/private sector collaboration
- EU countries' digital roadmap
- EUDI Wallet implementation and operationalization

Day 2 – Business & Investment

Theme: *Europe's New Innovation Hub*

- Moldova as a smart destination for tech, product development, and fintech.
- Investment incentives and regulatory enablers.
- Technological park ecosystem for R&D, piloting and product development.
- Moldova IT Park as a launchpad for regional scale.
- Local success stories going global.
- VC and investor pitch sessions.

Highlight Session:
Why Moldova is the Smart Place to Do Digital Business

Day 3 – Skills & Education

Theme: *Future-Proofing the Digital Workforce*

- Closing the digital skills gap in public and private sectors.
- Workforce development programs and dual learning systems.
- AI literacy, digital resilience, and media literacy.

- EdTech, coding schools, youth digital initiatives.
- Tekwill Junior Ambassadors & Tekwill Academy workshops.
- Startup Alley, B2B networking, innovation showcases.v
- Interactive booths from Moldova's top platforms
- Local and regional startup demos.
- Product launches and hackathon reveals.
- Youth zone, edtech pavilions, and STEM experience area.

Highlight Feature:
Innovation at Scale – Connecting Local Solutions to Global Challenges

Key Features

- **Visionary Speakers**: Global thought leaders across government, business, and tech.
- **High-Impact Networking**: Curated B2B matchmaking, networking sessions, and VIP lounges for high-level engagements.
- **Exclusive Expo**: A 1,500m² expo featuring tech innovations from local startups and global companies.
- **Interactive Workshops**: Hands-on sessions on e-governance, digital skills development, and AI for business.
- **B2B and B2G Opportunities**: Targeted sessions for business leaders and government officials to discuss strategic collaboration.
- **Strengthening Digital Access and Infrastructure**: On-site facilities to issue electronic signatures, enable business registrations, and facilitate the enrollment of companies into Moldova IT Park—streamlining essential digital infrastructure for Moldova's tech sector.

Partnership and Sponsorship Opportunities

To support its goals, MDS offers multiple sponsorship packages, ranging from expo-only and community partnerships to day-specific or full-event sponsorships. Each package provides unique branding, networking, and engagement opportunities tailored to maximize visibility and influence within the Eastern European tech ecosystem.

Marketing and Promotion

MDS will leverage a multi-channel marketing strategy, including:

- **Social Media Campaigns** targeting tech communities, business leaders, and government representatives.

- **Content Marketing** through thought leadership articles, speaker spotlights, and summit highlights.
- **Email Marketing** to reach past attendees, potential speakers, and targeted invitees.
- **Media Partnerships** with key publications to promote MDS as Eastern Europe's leading digital event.

Call to Action

Partner:

Become a partner of Moldova Digital Summit 2026

Media partner:

Apply to become a media partner to support the local and regional outreach.

Speaker:

If you have an excellent product or project you want to discuss, share it with us so we can decide on it.

Startup:

Are you ready to pitch your product? Apply now.

Organized under the patronage of the **Ministry of Economic Development and Digitalization**, by the **National Association of ICT Companies (ATIC)**, **Tekwill,** the **eGovernance Agency of Moldova**, **Moldova Innovation Technology Park (MITP)**, **Moldova Investment Agency,** the summit is supported by strategic partners and prominent international organizations.

Key post 2025 achievements:

Key Cooperation Agreements and Strategic Developments — Moldova Digital Summit 2025

MDS25 served as a crucial strategic platform, directly catalyzing several post-event initiatives that drive national digital transformation, secure infrastructure, and citizen participation.

1. eDemocracy Launch (www.edemocratie.gov.md)

The summit served as the official launchpad for a significant tool for public transparency and engagement:

- **Launch of the eDemocracy Website:**
  The eDemocracy platform was launched during MDS25 to foster citizen involvement in the decision-making process in Moldova's public administration.

- **Expansion Agreement with Expert-Grup:**
  A Memorandum of Understanding was signed with the think-tank Expert-Grup to expand the eDemocracy platform to include institutional case management systems for consumer protection, ensuring broader application and citizen benefit

- **Immediate Engagement:**
  The platform quickly yielded results, recording over 200 petitions and connecting 44 public institutions, thereby boosting public participation and transparency in administration.

2. Strategic Partnership & Digital Payments Acceleration

The summit fostered high-level discussions that led to the signing of two key strategic agreements:

- **eGovernance Agency Moldova x Mastercard MoU:**
  Following MDS25, the eGovernance Agency (eGOV) and Mastercard signed a two-year MoU to accelerate Moldova's transition toward a cashless economy.

- **eGovernance Agency Moldova x Ukraine-Moldova American Enterprise Fund (UMAEF) MoU:**
  A strategic, two-year Memorandum of Understanding was signed to support the continuous modernization and development of the EVO ecosystem (including EVO 2.0 planning) and strengthen AGE's technical capabilities to promote technological innovation across Moldova's public sector.

3. Emerging Technology Exploration and Security Upskilling

MDS25 created a strategic link between local specialists and global emerging technology leaders:

- **Blockchain Technology Workshop:**
  The summit initiated a dedicated workshop focused on Blockchain technology, led by international experts (such as Jeremy Firster from Cardano Foundation and BlazarLabs).

- **Strategic Application:**
  The session provided eGOV specialists with concrete perspectives on applying Blockchain for public digital infrastructures, digital identity, product traceability, and distributed security solutions, accelerating continuous learning and technological adoption within the government.

- **Goal:**
  This technical collaboration aims to consolidate a digital state that is secure, transparent, and citizen-oriented.

4. During and post-Summit Digital Adoption

- **EVO App Uptake:**
  In the two months following the summit, the EVO app recorded consistent growth, reflecting strong citizen interest in accessing integrated digital public services.

- **EvoSign Growth:**
  Over the same period, the EVOSign app grew to be the preferred 2FA method to get into the state system, further consolidating Moldova's progress toward secure digital document management and electronic signatures.

Sector support initiatives:

1. **Moldova Innovation Technology Park (MITP) & Latvian IT Cluster**
   – Signed a **3-years Memorandum of Understanding** to strengthen cross-border cooperation in innovation, startup acceleration, and digital transformation.

– The partnership focuses on **joint programs, best-practice exchange**, and promoting collaboration between Moldovan and Latvian tech ecosystems.

2. **Republic of Moldova & State of Qatar**
   – Signed a **strategic cooperation agreement** to expand bilateral collaboration in **ICT, digital governance, and innovation-driven investment**.
   – The partnership also supports **AI-based public services** and **data-infrastructure projects** between the two countries.

3. **Moldova Innovation Technology Park (MITP)expands cooperation in Dubai**
   – Signed in **October 2025**, this **MoU** strengthens cooperation between Moldova's tech ecosystem and partners in the **UAE**.
   – It follows MITP's participation at **Expand North Star & GITEX Global Dubai**, where Moldova showcased its digital innovation potential to Gulf investors.

4. **National Association of ICT Companies (ATIC) & Invest Moldova Agency**
   – Renewed their cooperation protocol to jointly promote Moldova's **ICT and startup sectors** internationally.
   – Focus areas include **foreign investment attraction**, **talent export readiness**, and **international branding** of Moldova as a tech destination.

5. **MITP & Government of Moldova — Creation of the Innovation Fund**
   – Official approval of the **"Fund for Supporting Digital Innovations and Technological Start-ups"** under MITP.
   – The fund will finance **early-stage innovation**, **AI**, and **deep-tech** projects in Moldova.
6. **Launch of the HiTech Park Concept**
   – The Moldovan Government announced the creation of a **HiTech Industrial Park** dedicated to **digital innovation and high-tech industries**, with an initial focus on **ag-tech** and scalable ICT solutions.
7. **Moldova Innovation Technology Park (MITP)** now counts **over 2,600 resident companies** as of **September 2025**.

8. **269 new companies** joined **MITP** during **September–October 2025**.

9. **83 new schools** joined the **Tekwill in Every School** program in 2025, expanding the network to **489 schools nationwide**.

10. Republica Moldova achieved **1st place globally** at the Intel® AI Global Impact Festival 2025, surpassing 109 teams from 33 countries. The winning project was developed

by students Anastasia Batrîncea and Daniil Voznii of the Liceul Teoretic „Nicolae Milescu Spătaru” in Chişinău — their solution “EDU-RAG” is an offline multilingual AI tutor designed to operate on standard school computers without GPUs.

11. The competition victory builds on a tradition of success: Moldova also secured 1st place in the 2024 edition of the Intel AI Global Impact Festival with the “MediScan” project

12. This achievement underscores the effectiveness of the partnership between Tekwill and the Ministry of Education and Research (through the “Tekwill in Every School” programme), which has provided access to AI and STEM educational resources to hundreds of schools across the country

13. Cyber Security Curriculum developed and approved to be deployed in schools.

TENDER DOCUMENTATION
regarding the granting of the status of
Large Eligible Producer for Investors
developing onshore wind Power Plants,
with a supported capacity of up to 170 MW together with the obligation to install
in the free market a minimum electricity storage capacity of 0.25 MWh for each MW
of the supported capacity of the wind Power Plant

DISCLAIMER

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

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

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

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

GENERAL PROVISIONS

1. Context and Legal Basis

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

2. Content of tender documentation

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

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

2.2. The Tender Commission shall not be responsible for the completeness of the Tender Documentation, of the replies to requests for clarification or of any additional documents to the Tender Documentation, except when the information was issued by the Tender Commission.

PART 1 – INSTRUCTIONS TO INVESTORS

3. Terms used

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

- ***Permissive Act*** means an authentic document or document by which the competent issuing authority establishes certain legal facts and the fulfilment of the conditions laid down by law, attesting to the fact that the applicant has been granted a series of rights and obligations to take up, carry out and/or terminate the entrepreneurial activity or related actions which are essential to that activity; the permissive act may be called a licence, authorisation, permit, certificate, endorsement, approval, patent, certificate of qualification.

- ***Announcement of the Initiation of the Tender Procedure*** means the announcement of the opening of a tender process by the Tender Commission, for the selection of onshore wind projects, inviting Investors to submit Bids in accordance with this Tender Document.

- ***Proposed Site*** means the site identified and selected by the Investor for the development of a Power Plant as part of its technical offer in accordance with this tender procedure. A proposed site is considered to be a separate site if it corresponds to a single grid connection point, irrespective of whether it will be authorised under one or more building permits.

- ***Competent Authority*** means any organisational structure or body established by a legislative act, acting as a public authority for the purpose of achieving the public interest, including, but not limited to, specialised central public administration authorities, autonomous public authorities, authorities of autonomous territorial units with special legal status, local public administration authorities or other official body invested by a legislative act, with specific tasks and legal powers to regulate, supervise and control a specific field of activity and to adopt and enforce the necessary decisions in that field. In each case, to the extent that each of the above has competence over this tender procedure.

- ***Foreign Competent Authority*** means any competent authority (as defined in this Tender Documentation) invested by law or other regulation of another State with specific powers and competences to regulate, supervise, control and enforce the law in a specific field of activity within the jurisdiction of that State.

- ***ANRE*** means the National Energy Regulatory Agency.

- ***Beneficial owner*** means the natural person (s) who ultimately owns or controls a legal person in the manner and by the means provided for in Article 52 of Law No 308 of 22.12.2017 on the prevention and combating of money laundering and terrorist financing.

- ***Supported Capacity*** means the individual/cumulative installed capacity of the Power Plant (s), or part thereof, for which an Investor has been selected in accordance with the Margin Offer Rule and the Sharing Rule to receive the support measure, and which cannot be higher than the Tendered Capacity.

- ***Tendered Capacity*** means the individual/cumulative installed capacity of the Power Plant (s), or part thereof, for which the support measure is requested, irrespective of the total installed capacity of the Power Plant (s), provided that the requirements of point 41 of the Tender Regulation are complied with, and which may not exceed a cumulative capacity of 170 MW (inclusive).

- ***Total Tendered Capacity*** means the total onshore wind capacity which is tendered to receive support measures under this tender procedure and which may not exceed 170 MW in total. For the avoidance of doubt, an Investor may participate with a Power Plant with a total installed capacity of more than 170 MW, provided that the tendered capacity for which it requests support measure does not cumulatively exceed 170 MW.

- ***Power Plant*** means a technical installation or set of installations, including electricity generation equipment (wind turbines) and related infrastructure, located on a proposed site in the Republic of Moldova (but excluding the assets of the system operator).

- ***Admissibility Criteria*** means Bid and Investor requirements, which must be fulfilled for admission to the tender procedure, as described in the Tender Regulation, and set out and detailed in Section 35 of this Tender Document.

- ***Tender Commission*** means a government commission, created by the Government on the basis of Article 35 of the Renewable Energy Law, responsible for initiating, organising and conducting tenders for obtaining the status of Large Eligible Producer, in accordance with the Renewable Energy Law and the Tender Regulation.

- ***Regulated contract for the purchase of electricity from RES (hereinafter 'PPA')*** means the power purchase contract between a Large Eligible Producer and the supporting contracting party, the model of which is approved by ANRE Decision No 296/2024 approving the models of regulated contracts for the purchase of electricity from RES for small and large eligible producers, in accordance with the model set out in Annex 13 to this Tender Documentation; and which shall apply until they are replaced by the Contract for Differences in accordance with Article 38 ([1]) of the Law on Renewable Energy.

- ***Consortium*** means a form of association of persons, composed of 2 or more natural or legal persons, created to participate in the tender procedure and implement a Project and fulfilling the criteria of capacity, responsibility and duration of the commitment within the Consortium formed, and having concluded an association agreement as set out in Section 26 of this Tender Document, and which is not in any situation of restriction to participate in this tender procedure.

- ***Contract for Differences (hereinafter "CfD")*** means the contract signed between the Large Eligible Producer and the Central Electricity Supplier, under which the Large Eligible Producer that sells the produced electricity on the wholesale market is ensured the positive or negative differences, by means of a variable premium, between the market price and the fixed price or the strike price set in this tender procedure.

- ***Control*** means rights, contracts or any other means which, together or separately and having regard to the legal or factual circumstances involved, confer the possibility of exercising decisive influence on the Investor, in the case of legal persons – including, but not limited to, the possibility of exercising decisive influence on an undertaking, in particular through rights of ownership or of use over all or part of the undertaking's assets and/or through rights or contracts which confer decisive influence on the structure of the undertaking, on the votes or decisions of the undertaking's governing bodies, and in the case of natural persons – including, but not limited to, the possibility of exercising influence on the decision to participate in the tender procedure.

- ***Qualification Criteria*** means the technical capacity criteria according to Section 36, the eligibility of the land for the location of the Power Plant and Storage Facility according to Section 37, the environmental protection requirements according to Section 38, the existence of the connection notice according to Section 39 and, where applicable, the Roadmap according to Section 40.

- ***Evaluation Criteria*** means the lowest price offered, including in the financial offer, used to evaluate and rank the offers submitted by qualified Investors under the admissibility and qualification stages, determined in accordance with the methodology in Annex 10.

- The ***Date of Commercial Operation*** means, in relation to a Project, the date on which both (i) the Power Plant and (ii) the Storage Facility forming part of the same Project have been commissioned and entered into commercial operation, in accordance with the applicable legislation, the Electricity Network Code and the PPA. For the avoidance of doubt, if the Power Plant and the Storage Facility are commissioned on different dates, the date of commercial commissioning will be the later of these two dates, as attested by the relevant certificates of commissioning and/or conformity.

- ***The Deadline for starting commercial operation*** means the date of 36 (thirty-six) months after the publication in the Official Gazette of the Republic of Moldova of the Government Decision on granting the status of Eligible Producer High date by which the Project must reach the Commercial Operation Date. The deadline may be extended by the Government for up to 24 months if the Power Plant concerned or the Storage Facility cannot be put into operation for justified reasons not attributable to the Eligible Mare producer, in accordance with Article 37 ([1]) of the Renewable Energy Law.

- The ***Development of the Power Plant (s) and Storage Facilities*** means the development and construction of new Power Plants using onshore wind resources as well as electricity storage facilities with the characteristics set out in the Tender Document.

- ***Tender Documentation*** means the present documentation comprising all the information related to the subject matter of the tender and the conditions for participation in the tender, the requirements submitted to the Investor, the method of submission of the application, the technical offer and the financial offer, the descriptive documentation, the forms of guarantees, the draft PPA, the information needed by the Investors to participate in the tender and to prepare and submit the Technical Offer and the Financial Offer, as well as the method and criteria for

examining the admissibility of applications, the qualification of the Technical Bid and the evaluation of the Financial Bid.

- ***Roadmap*** means the document by which the Investor undertakes to obtain, on the basis of an action plan in accordance with the requirements set out in the Tender Document, the acts necessary for the development, construction and operation of the Power Plant with a Storage Facility, if, at the tender submission stage, one or more acts indicated in the Tender Document are missing and which must comply with the requirements of Annex 8.

- ***Performance Guarantee*** means a guarantee instrument which must be made available to the Government by an Investor who has been granted the status of Large Eligible Producer in this tender procedure, in accordance with Section 48, in order to ensure the fulfilment of the contractual obligations for the construction and commissioning of the Power Plant and Storage Facility in accordance with the Renewable Energy Act and the terms set out in the PPA. The Performance Guarantee must be issued in accordance with the model in Annex 11.

- ***Tender Guarantee*** means a bank guarantee made available to the Government by an Investor to ensure compliance with the terms of the tender and the terms of the submitted Offer, valid for the entire period of validity of the Tender, in accordance with the model form in Annex 5.

- ***Investor*** means a natural or legal person who may participate in the auction individually or in a Consortium with other persons, within the meaning of the Tender Regulation, applying to be granted the status of Large Eligible Producer in this tender procedure.

- ***Qualified Investor*** means an Investor that has cumulatively met the qualification criteria as described in Sections 36 to 40.

- ***Investor decalred admissible means*** an Investor that has cumulatively met the admissibility criteria as described in Section 35.

- ***Unqualified Investor*** means an Investor that did not meet the qualification criteria as described in Sections 36 to 40.

- ***Recognised International Financial Institution*** means any bank or other financial institution outside the Republic of Moldova issuing the Offer Guarantee and/or the Performance Guarantee on behalf of an Investor, which has a mandatory credit rating of at least Baa3 by Moody's or BBB- by Standard & Poor's or BBB- by Fitch Ratings, Inc.

- ***Connection Facility*** means a facility through which the Power Plant, energy Storage Facility or utilisation facility is connected to the transmission grid or the distribution grid, including the closed distribution system or the high-voltage direct current system (HVDC system).

- ***Storage Facility*** means, for the purposes of the Tender Document and without prejudice to the definition given by Law No 164/2025 on electricity, an electricity Storage Facility that is treated as a single Project together with one or more Power Plants within a single bid and a single entity, which may take the form of (a) a configuration on the same site (where the Power Plant and the Storage Facility are located on the same proposed Installation, connected through a single grid connection point and may use the same connection agreement), or (b) a physically separate configuration (where the Power Plant and the Storage Facility are located on different sites, have separate grid connection points and separate connection agreements, but are aggregated and presented as a single Project in the tender (including, where applicable, the possibility of aggregating the free market Storage Facility together with other Power Plants through separate commercial electricity loggers). For the avoidance of doubt, also in the configuration described

in point (a) of this document, the Power Plant and the Storage Facility are equipped with separate electricity commercial record points (more details can be found in Annex 7).

- ***Successful Investor*** means an Investor selected by the Tender Commission and to be granted the status of Large Eligible Producer by Government Decision.

- ***Bid*** means cumulatively the application file, the Technical Tender file and the Financial Tender file, as described in Section 13 of this Tender Document.

- ***Financial Bid*** means the document submitted by the Investor in the present tender procedure indicating the tendered price in Moldovan lei per kWh for the energy produced, in accordance with the form in Annex 9.

- ***Marginal Offer*** means an offer which complies with the Tender Qualification Criteria and the Evaluation Criteria but which, after the Offer Sharing Phase, no longer complies with the maximum available capacity, in accordance with Annex 10, because it would result in the Total Tendered Capacity being exceeded.

- ***Technical Bid*** means the document drawn up in accordance with the Tender Regulation and Tender Documentation, by which the Investor submits, in the tender procedure, an Offer relating to the development and operation of the Power Plant and the Storage Facility for obtaining the status of Large Eligible Producer, and which contains information on the location and availability of the land and the network, the specific authorisations, in accordance with Sections 36 to 40 and the related annexes, as set out in this Tender Document.

- ***Contracting Party*** means the entity designated to act as a buyer in a PPA or as a counterparty in a Contract for Differences, which may be the central electricity supplier or any other entity designated by the Competent Authorities to assume this role in accordance with the provisions of the legislation in force.

- ***Period of validity of the Tender Guarantee*** means a period of 180 calendar days from the closing date for the submission of tenders, which may be modified or extended in accordance with the relevant section of this Tender Documentation. In the case of the Investor participating in the tender procedure on the basis of a Roadmap, the period of validity of the Tender Guarantee shall be extended accordingly and shall be retained at the same time as the Contract Performance Guarantee and returned only after submission of all the documents necessary to be provided in accordance with the schedule specified by the Investor in the Roadmap.

- ***Project*** means the design, financing, construction, operation and maintenance of onshore wind Power Plant (s) with an individual installed capacity of more than 4 MW and a tendered capacity of not more than 170 MW, together with a Storage Facility with an energy storage capacity of at least 0.25 MWh per MW of installed/cumulative capacity of the onshore wind Power Plant(s) and a nominal capacity (discharge capacity) of at least 0,125 MW per MW of installed/cumulative capacity of the onshore wind Power Plant (s).

- The ***Cap Price*** means the price equal to 1,44 Moldovan lei/kWh, approved by ANRE Decision No 577/2025 on feed-in tariffs and cap prices for electricity produced from renewable energy sources.

- ***Electricity price*** means the price offered in the Financial Bid, which (i) will serve as a fixed price for the mandatory takeover of electricity generation from the Capacity supported in the PPA and (ii) will serve as a strike price allowing for the financial settlement of a variable premium depending on the difference between the strike price and the reference price of the

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

- Large Eligible Producer means, for the purposes of the Tender Documentation and without prejudice to the definition given by the Renewable Energy Act, a generator of electricity produced by an onshore wind Power Plant, which has been granted the status of Large Eligible Producer in accordance with Section 47 of this Tender Documentation and thus the right to benefit from support measures, mainly in the form of PPA or Contract for Differences, granted through a tendering procedure carried out in accordance with the Renewable Energy Law, the Tender Regulation and this Tender Documentation.

- ***Supported Generation*** means electricity produced by the Supported Capacity developed by the Eligible Producer.

- ***Authorised representative*** means the person empowered by an Investor, and authorised by a power of attorney or power of representation, in accordance with the legislation in force in the Investor's jurisdiction, as the case may be – subject to legalisation or over-allegation, duly recognised for application in the territory of the Republic of Moldova, to sign the application, the Technical Bid and the Financial Bid, represent the Investor at the meetings of the Tender Commission, deliver the file passwords and confirm the Marginal Offers or provide any information requested by the Tender Commission. For the avoidance of doubt, the Authorised Representative may not represent two or more Investors at the same time.

- The ***Representative of the Investor*** means the executive body (manager (s)), the chairman of the board of directors of the legal person, or any other person with the statutory right of representation of the legal person on the basis of the instrument of constitution of the legal person, and in the case of the Consortium – the Consortium Leader, as established in the Consortium Agreement, to sign the Call, Technical Offer and Financial Offer, to represent the Investor at the meetings of the Tender Commission, to deliver the file passwords as well as to confirm the Margin Offers or to provide any information requested by the Tender Commission.

- ***The Dividing Rule*** shall have the meaning set out in Annex 10.

- ***The Marginal Bid Rule*** shall have the meaning set out in Annex 10.

- ***Electricity Market Rules*** means the Electricity Market Rules approved by ANRE Decision No 283/2020, as amended.

- ***RES*** means renewable energy sources as defined in the Renewable Energy Act.

- ***Technical specifications*** means the minimum technical requirements to be met by an Investor in relation to the Project, as set out in Annex 6.

- ***Business Day*** means any calendar day, with the exception of non-working public holidays laid down by the provisions of the legislation in force in the Republic of Moldova.

4. The Key Principles

4.1. This tender procedure is governed by the following general principles:

1) promoting the sustainable development of the national economy by encouraging the production of electricity from RES and the storage of electricity, and ensuring the secure, reliable and efficient operation of the electricity system;

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

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

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

5) ensuring transparency and publicity of the tendering procedure;

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

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

5. Notice of the Opening of the Tender Procedure

5.1. In accordance with the Renewable Energy Act and the Tender Regulation, the Government has established the Tender Commission to organise the tender procedure to grant the status of Large Eligible Producer to Investors who commit to develop one or more onshore wind Power Plants in their Proposed Sites with Storage Facilities.

5.2. The Tender Commission initiates the tender process for the selection of onshore wind Projects with Storage Facilities (on the same site or autonomously) and publishes the Notice on the initiation of the tender procedure inviting Investors to submit Bid in accordance with this Tender Document.

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

5.4. Investors shall identify the Proposed Sites for the development of Power Plants and Storage capacities in accordance with the bid requirements, in particular in relation to Qualification Criteria.

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

Rules, by the buyer of the Supported Production at Electricity Price, for a total period of 15 years from the date of commissioning of the Power Plant. Once the conditions laid down in Article 38[1] of the Renewable Energy Law are met, the PPA will be replaced by the Contract for Differences, which must guarantee the payment of a variable premium depending on the market reference price for the supported production in relation to the Supported Capacity, in accordance with the pre-established terms and conditions.

6. The Investor

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

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

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

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

6.3.1. For each Project, the Successful Investor will conclude a separate PPA with the Contracting Party for each Power Plant. In the case of an Investor with two or more Bids, the Tender Commission will consider as the Successful Bids(s) the Bid(s) with the lowest price compared to the Cap Price subject to the condition that the cumulated supported capacity of these Projects does not exceed 170 MW for electricity generation. The Investor submitting Bids for several Projects is required to take all necessary measures to avoid conflict of interest in accordance with Section 7 and the risk of fraud and corrupt practices in accordance with Section 12 of this Tender Document.

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

7. Conflict of interests

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

a. has a relationship involving financial, economic or other personal interest with the members of the Tender Commission, directly or indirectly through common third parties, which may put it in a position to influence the decisions of the Tender Commission with regard to this Tender procedure, including the member of the Tender Commission, (i) is a spouse, relative, up to and including the third degree, in the last three years has served on the basis of the Individual Employment Contract or other document demonstrating employment relations with one of the Investors, or has been a member of the Board of Directors or any other governing body, or has acted as the Representative of the Investor, (ii) holds shares or shares in the Investor's share capital that would allow influencing the decisions of the Investor;

b. controls, directly or indirectly, is controlled by, or is under common control with, another Investor (envisaged to have the same Beneficial Owner, persons designated as Representants of the Investor), except as indicated in paragraph 7.3 below;

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

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

- In the case referred to in point 7.1 (a) of Section 7 of this Tender Document, the members concerned of the Tender Commission shall be replaced by alternate members of the Tender Commission,

- In the case referred to in points 7.1. (b) and (c) of Section 7 of this Tender Documentation, the Tender Commission will decide that Investors with a conflict of interest are inadmissible.

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

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

8. Cost of preparing and submitting the Tender

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

9. Language of the Tender

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

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

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

10. Clarification of the Tender Documentation and pre-meeting

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

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

10.3. The Tender Commission will publish its response to the deficiency letter, including a a request for clarification, but without identifying the source or the Investor that requested the clarification, on the following website: *https://energie.gov.md/ro/licitatii-ser*

10.4. If amendments to the Tender Documentation are required as a result of requests for clarification, the Tender Commission shall amend the Tender Documentation in accordance with the procedure set out in Section 11 of this Tender Documentation and publish those amendments by means of: *https://energie.gov.md/ro/licitatii-ser*

10.5. Representatives of Investors and/or, where appropriate, Authorised Representatives shall be invited to attend a prior meeting with representatives of the Tender Commission. The purpose of the meeting will be to clarify the questions raised at this stage. A pre-tender meeting will take place on one of the days within the time period specified in Annex 12.

10.6. Failure to attend the preliminary hearing shall not constitute grounds for disqualifying an Investor.

11. Modification of Tender Documentation

11.1. At any time, but no later than 5 working days before the first day of the deadline for submission of Tenders specified in Annex 12, the Tender Commission may amend the Tender Documentation as it deems appropriate by issuing an act amending this Tender Documentation.

11.2. After the above date, but in any event no later than 20 working days before the expiry of the deadline for the submission of Tenders specified in Annex 12, the Tender Commission may amend only certain elements of the Tender Documentation, to the extent that they arose as a result of requests for clarification from the Investors and proved necessary to provide better clarity on the provisions of the Tender Documentation.

11.3. Any amendment to the Tender Documentation will be considered part of the Tender Documentation, since it is published on the official webpage of the Ministry of Energy to be publicly accessible, and communicated in writing via electronic mail to all Investors who obtained the Tender Documentation directly from the Tender Commission.

12. Risks of fraud and corrupt practices

12.1. The Tender Commission shall require that Investors (including their Directors, Employees and Agents) report to the Tender Commission all suspected acts of fraud or corruption known both during the tender procedure and during the negotiation or execution of the PPA. Suspected fraud or corruption includes, but is not limited to:

- *'acts of corruption', 'acts related to acts of corruption', 'corruptible acts'* as defined in Act No 82/2017 on Integrity.

- *'corrupt practice'* means the execution or attempted execution of an act of corruption, corruption-related acts or corruptible acts by the Investor, in relation to another Investor or members of the Tender Commission or another official, consultant or government representative in the tendering procedure or in the execution of the PPA or the Contract for Differences;

- '*fraudulent practice*' means a distortion or omission of facts with the aim of influencing this tender procedure or the execution of the PPA and includes collusive practices between Investors (before or after the submission of the Tender) aimed at establishing Financial Tenders at uncompetitive artificial levels and depriving the Tender Commission or the Government of the benefits of free and open competition;

- *'collusive practice'* means a scheme or arrangement between two or more Investors, with or without the knowledge of the Tender Commission, aimed at fixing Financial Offers at artificially uncompetitive levels or influencing the action of any party in the tendering procedure or in the execution of the PPA;

- *'coercive practice'* means to affect or prejudice or threaten to affect or damage, directly or indirectly, persons or their property in order to influence their participation in the tendering procedure or to affect the performance of the PPA;

- *'obstructionist practice'* means (a) deliberately destroying, falsifying, altering or concealing relevant evidence in order to significantly impede the Tender Commission from taking the necessary steps to identify corrupt, fraudulent, coercive or collusive practices; and/or (b) threatening, harassing or intimidating a person to prevent them from disclosing information on matters relevant for the inspection of such matters.

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

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

13. Requirements and documents for the submission of the Tender

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

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

(i) The formal accompanying arrangement in accordance with Section 14 and in the format of Annex 1 whereby the Investor assumes responsibility for all pre-established terms and conditions;

(ii) The application in accordance with Section 15 of this Tender Documentation and in the format of Annex 2, which includes general information on the Investor aimed at demonstrating compliance with the Admissibility Criteria in point 35.1 and accompanied by the supporting documents listed in point 35.2 of Section 35 of this Tender Documentation;

(iii) The Tender Guarantee in accordance with Section 25 of this Tender Document, in the format specified in Annex 5.

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

(i) for technical capacity, the documents specified in accordance with Section 36 of this Tender Document;

(ii) for grid connection, in accordance with Section 39 of this Tender Document;

(iii) for the eligibility of land for the location of the Power Plant and Storage Facility, in accordance with Section 37 of this Tender Document;

(iv) for environmental protection, in accordance with Section 38 of this Tender Document.

(c) The **"*Financial Tender File*"**, which contains:

(i) The Financial Bid of the Investor, as specified in Section 17 of this Tender Document, indicating the price per kWh in the format in Annex 9.

14. Official Accompanying Letter

14.1. The Official Accompanying Letter shall be drawn up using the appropriate form set out in Annex 1.

14.2. In the Official Accompanying Letter, the Investor confirms the submission of the Bid and the commitment to develop and operate the Project, in accordance with the requirements set out in this Tender Document and the Terms and Conditions of the PPA.

14.3. Any Bid that does not include the Official Accompanying Letter in the required format will be rejected by the Tender Commission as non-compliant.

15. Application

15.1. The application shall be drawn up using the appropriate form set out in Annex 2.

15.2. In the application, the Investor shall submit the general information, including the production and storage technology, the capacity of the Power Plant in respect of which the status of Large Eligible Producer and the Storage Facility is requested, and which demonstrates compliance with the Admissibility Criteria in Section 35 by submitting the supporting documents referred to in point 35.2 of Section 35 of this Tender Document.

16. Technical Bid

16.1. The Investor must submit its Technical Bid, in accordance with the requirements and forms set out in Sections 36 to 40 of this Tender Document, in order to confirm its technical abilities to carry out the proposed Project. This will take the form of a password-protected file that will be provided to the Tenders Commission at the time of the opening of the bids, while the Investor's Technical Bid remains password-protected during the period in which the examination of the applications and the Investors' admissibility takes place.

16.2. The Investor may also be admitted to this tender procedure on the basis of a Roadmap which includes the obligation to submit all documents necessary for the development and operation of the Power Plant and the Storage Facility, specified by the Investor in the Roadmap at the submission stage of the Tender.

17. Financial Bid

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

17.2. The price offered for electricity is binding on the Investor.

17.3. The Financial Bid of the Investor shall be password-protected during the period in which the opening and examination of the applications and the admissibility of the Investors and the qualification of the submitted Technical Bids takes place.

18. Unqualified or alternative offers

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

19. Deviations, reservations and omissions

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

a) '*material deviation'* – non-non-material deviation relating to the key characteristics of the project or other fundamental parameters of the tender, which affects the nature of the tender or alters its essential characteristics, thus rendering it non-compliant with the requirements of this tender documentation. Material misconduct includes, but is not limited to, any shortcoming or lack of documentation necessary to establish the Investor's eligibility or qualification criteria, lack of legal evidence, as provided for in point 62 of the Tender Regulation;

b) '*non-material deviation*' refers to deviations that are not material as defined in the Tender Regulation, as amended, and that do not change the nature of the Tender or make it significantly new. Non-material deviations are considered to be, but are not limited to: editorial, mechanical errors that do not have an impact on the price charged by the Investor referred to in the Financial Bid, as well as any other deviations, except those with reference to key characteristics of the Project that could be qualified as material deviations.

c) "*reservation*" means the setting of restrictive conditions or withholding from full acceptance of the requirements specified in the Tender Documentation; and

d) '*omission*' means failure to submit some or all of the information or documents required in the Tender Document.

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

19.3. Compliant Bid is considered Bid that meets the requirements of the Tender Documentation without significant deviations, reservations or omissions. A significant deviation, reservation or omission is one that:

a) if accepted:

(i) substantially affects the scope and requirements of the Tender Documentation; Or

(ii) substantially limit, in contradiction with the Tender Documentation, the rights of the Tender Commission or the obligations of the Investor under the PPA; Or

b) if corrected, it would unfairly affect the competitive position of other Investors submitting substantially compliant Bids.

19.4. The Tender Commission shall examine whether the Bids submitted under Section 13 of this Tender Documentation have been prepared without any significant deviation, reservation or omission.

19.5. If further explanations are needed to clarify certain aspects of the Tender, the Tender Commission is entitled to ask the Investor to provide such explanations in writing, and this will be recorded in the minutes depending on when the information was requested. The purpose of requesting additional explanations/documents is to confirm the accuracy of the data initially submitted in the Tender and is strictly limited to the correction of minor aspects without impact on the fundamental aspects of the Tender. The time limit for the submission of the information requested by the Tender Commission shall not be less than 3 working days and shall not exceed 7 working days.

19.6. If a Bid does not substantially meet the requirements of the Tender Documentation, it will be rejected by the Tender Commission at the hearing to examine the submitted applications and the admissibility of the Investors and cannot subsequently be made compliant by correcting the significant deviation, reservation or omission.

20. Non-material deviations

20.1. If the Tender Commission has identified non-material deviations in the Tenders, it is entitled to request from the Investor the submission of the written explanations and/or documents in question, and this fact shall be recorded in minutes, depending on when the information was requested. The purpose of requesting additional explanations/documents is to confirm the initial data presented in the tender.

20.2. The time limit for submitting the information requested by the Tender Commission may not be less than 3 working days or more than 7 working days.

21. Correction of arithmetic errors

21.1. Provided that the Bid is substantially compliant, the Tender Commission shall correct arithmetical errors on the basis of the following criteria:

a) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

b) where there is a discrepancy between words and figures, the value expressed in words shall prevail, unless the value expressed in words is linked to an arithmetic error, in which case the value expressed in figures shall prevail, subject to point (a) above.

21.2. Investors shall be required to accept the correction of arithmetical errors. Failure to accept the correction in accordance with this Section may lead to rejection of the Bid.

22. Cap Price

22.1. The price of electricity may not exceed the Cap Price.

22.2. The Tender Commission will reject any Financial Bid with a Price offered for electricity above the Cap Price.

23. Currency of the Financial Bid and payment

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

24. Bid Validity Period

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

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

25. Tender Guarantee

25.1. The Investor shall include in the application file a Tender Guarantee of 249,61 Moldovan lei/kW for the Tendered Capacity of the Power Plant.

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

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

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

25.4. The Tender Guarantee of the Investors ranked lower than the Successful Investor(s) up to the Total Tendered Capacity, subject to the Marginal Offer Rule and the Dividing Rule, as part of the comparison of the Bids in accordance with Annex 10, shall be returned within up to 30 days from the date of occurrence of the following situations:

a) the Investor's request was not admitted to the tender;
b) the Technical Bid did not qualify;
c) the Investor has not been announced as the winner of the tender;
d) the Investor withdrew its Technical or Financial Bid until the tender opening meeting.

25.5. The Tender Guarantee shall be forfeited if:

a) The Investor has withdrawn the Tender within its period of validity;

b) The Investor has submitted false or erroneous information, which is why the Bid has been rejected;

c) after obtaining the status of Large Eligible Producer, the Investor did not submit the Performance Guarantee in the value and within the deadlines set out in the Tender Document;

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

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

25.6.1 Where a successful Investor is awarded Supported Capacity that is lower than the Capacity tendered as a result of the marginal offer rule, and the Investor has been admitted on the basis of a Roadmap, the Tender Guarantee retained under point 25.6 shall be scaled down to the level of the Supported Capacity awarded.

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

25.8. The Tender Commission shall return the Tender Guarantee submitted by the Investors included on the waiting list, in accordance with point 25.4 letter c) of the Tender Documentation. If the Investor on the waiting list accepts the Allocated Capacity, in accordance with the provisions of point 42.4 of Section 42, the Investor shall not be required to submit a new Tender Guarantee, provided that the Performance Guarantee is submitted within the deadline set out in point 47.4 of Section 47.

By way of derogation from the provisions of the preceding paragraph, if the Investor participates in the tender based on a Roadmap and has previously withdrawn the Tender Guarantee, the Investor shall be required to resubmit the Tender Guarantee, limited to the Allocated Capacity, within 10 working days from the date of reconfirmation of the bid. At the same time, the Investor shall be required to provide the Performance Guarantee of the contract, under the conditions and within the deadline set out in point 47.4 of Section 47.

26. Participation in the Consortium

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

a) The Official Accompanying Letter must be signed by each member of the Consortium or by the Designated Consortium Leader or his authorised representative duly designated in accordance with the Association Agreement;

b) The Investor must demonstrate that it (including through any member of the Consortium) meets the requirements of the Tender Documentation and is capable of carrying out all the elements of the Project in accordance with the Tender Documentation:

- in order for a member of the Consortium to contribute to the fulfilment of the criterion of prior technical experience, it must have a minimum holding of 20 % in the Consortium;
- all members of the Consortium shall be jointly and severally liable from obtaining the status of Large Eligible Producer until the Date of Commercial Operation of the Project under the PPA;

c) the members of the Consortium shall conclude an association agreement in the Consortium, which shall:

(i) confirm each Member's commitment and compliance with the above requirements;

(ii) clearly identify the percentages of participation of each member in the Consortium;

(iii) indicate in detail the contributions, the list of activities and the tasks and responsibilities of each of the members of the Consortium in the Project; and

(iv) appoint from among the members of the Consortium a leader who is irrevocably authorised to represent the Consortium in the tendering procedure ("***the Consortium Leader***"), as well as its Authorised Representative with whom it will communicate during the tenderprocess;

(v) indicate the legal entity designated by the association agreement in the Consortium, which, if the Consortium is declared the winning Investor, will sign the regulated contract for the purchase of electricity from RES;

d) the members of the Consortium shall maintain the structure of the Consortium as declared in the Bid for a period of at least one year after reaching the Date of Commercial Operation. During this period and thereafter, the members of the Consortium may request exit from the Consortium only with the approval of the Government or any Competent Authority and ensuring the transfer of know-how for the operation of the Power Plant and the Storage Facility. Such an approval will not be unreasonably denied or delayed.

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

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

(i) there is no change in the Beneficial Owner (s) and in the controlling person (s) of the Project; and

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

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

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

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

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

27. Compliance with Tender Documentation

27.1. Investors must complete all forms and supporting documents in strict accordance with the requirements of the Tender Document.

27.2. Investors must respond to all parties relevant to the forms and supporting documents in a precise and detailed manner, disclosing all the information requested as well as any additional information or data necessary to clarify, justify and generally support the Tender.

28. Principle of Multiple Bids

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

29. Submission of Bids

29.1. The Investor will prepare and submit the Bid and its supporting documents and annexes in accordance with this Tender Documentation, in compliance with the requirements set out in Section 9 of this Tender Documentation.

29.2. The Bid must be submitted in electronic format to: *wind.auctions@energie.gov.md* in the form of a scanned electronic document or an electronic document signed with an electronic signature issued in accordance with Act No 124/2022 on electronic identification services and trust services. All correspondence between the Investors and the Tender Commission shall be made by e-mail to the following address: *wind.auctions@energie.gov.md.* In cases where the size of electronic documents does not allow for direct submission, Investors may send their Bid via a document sharing platform.

29.3. The Application, Technical Bid and Financial Bid must be drawn up in the manner, order, numbering and format set out in this Tender Document, duly signed by the Investor's Representative or Authorised Representative. The Authorised Representative Powers of Attorney document will be submitted with the Application, Technical Bid and Financial Bid and all related forms and annexes.

29.4. The Application, Technical Bid, Financial Bid and all forms, declarations or annexes must be signed by the Investor's Representative or – Authorised Representative, as the case may be. In the case of the Consortium, the forms and declarations set out in Annexes 2 to 4 must be signed by each member of the Consortium.

29.5. The Application, Technical Bid and Financial Bid pages must be numbered consecutively and attached to each other. The annexes, if any, accompanying the Application, the Technical Bid and the Financial Bid will be submitted, in compliance with the requirements set out in Section 9 of this Tender Document.

29.6. Investors may contact the contact person of the Tender Commission regarding the procedure for the electronic submission of tenders, before the closing date for the submission of Bids, during opening hours, via e-mail at: *wind.auctions@energie.gov.md.*

29.7. If the Application, Technical Bid or Financial Bid contains abbreviations designating technical or other concepts, the Investor must provide definitions of the abbreviations in an

accompanying table.

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

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

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

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

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

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

30. Deadline for Submission of Bids

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

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

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

31. Delayed Bids

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

1 https://www.7-zip.org/

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

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

32. Amendment and Withdrawal of Bids

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

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

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

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

33. Examination of Applications and Admissibility of Investors

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

33.2. The Tender Commission shall examine the applications one by one, in accordance with the Admissibility Criteria, as set out in Section 35 of this Tender Document.

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

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

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

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

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

34. Opening and qualification of Technical Bids

34.1. On the date, time and place set for the meeting to open and qualify the Technical Bids, the Tender Commission shall proceed with the opening and qualification of the Technical Bids of the admitted Investors and analyse in detail the content and veracity of the documents demonstrating the Qualification Criteria of a Project, listed in Sections 36 to 40 of this Tender Document.

34.2. For the purpose of verifying that the Investor meets the requirements for qualification of the Technical Bid and/or in case of non-material deviations from the requirements of the Technical Bid that can be remedied without substantially amending the Technical Bid, the Tender Commission shall be entitled to request the Investors to submit additional information and appropriate corrections, if necessary, providing a necessary deadline for the submission of the requested additional information. The provisions of paragraph 19.5 shall apply accordingly.

34.3. In order to verify whether the Investor meets the qualification requirements of the Technical Bid, where the Tender Commission has reasonable doubts as to the authenticity or veracity of the documents submitted by the Investor, or if it has difficulties in interpreting the information presented in the documents submitted by the Investor, the Tender Commission may approach the Investor or competent bodies with a view to confirming the veracity or interpretation of the information submitted by the Investor. The meeting to examine the Technical Bids shall be interrupted and continued after the replies have been received, with all Investors being informed in advance of the date, time and place of the envisaged continuation of the meeting.

34.4. If, in respect of a Technical Tender, the Tender Commission finds that at least one of the qualification requirements has not been met, or if the Investor fails to submit the required information within the time limit set by the Tender Commission, or if the information submitted is false, the Tender Commission shall consider the Technical Bid to be non-compliant and shall reject it, giving the appropriate reasons.

34.5. After analysing the Technical Bids and establishing the list of Qualified Technical Bids, the Secretary of the Tender Commission shall draw up the minutes on the qualification of the Technical Bids, which shall record the Qualified Technical Bids to be evaluated by

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

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

PART 2 – ADMISSIBILITY AND QUALIFICATION CRITERIA

35. Criteria for the Admissibility of the Investor

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

a) The Investor is resident or duly registered in accordance with the law of the Republic of Moldova or the jurisdiction of origin;

b) The Investor is not in a state of insolvency or default in accordance with the provisions of Insolvency Law No 149/2012 or the laws of the home jurisdiction;

c) The Investor is not being wound up, its activities are not being administered by the courts, it is not the subject of an arrangement with creditors, an ad hoc mandate or any other agreement entered into with creditors, its activity is not suspended, it is not the subject of proceedings concerning those matters and it is not in any analogous situation arising from a similar procedure provided for under the national law of the Investor;

d) The Investor has fulfilled its obligations to pay taxes, duties and social security contributions in accordance with the provisions of the law of the Republic of Moldova or the jurisdiction of origin;

e) The Investor and the Representative of the Investor (with the exception of the Authorised Representative) have not been convicted by a final judgment of a court of law for activities considered as corrupt practices within the meaning of this Tender Document, money laundering, offences against security and public order. Neither the Investor, nor the Representative of the Investor, nor its direct or indirect shareholders, parent undertakings, subsidiaries, Beneficial Owners, any of their directors or managers, are or have been subject to any prohibition list of economic operators, or any international sanction imposed by the United Nations or the European Union;

f) Neither the Investor, nor their direct or indirect associates, nor the Beneficial Owner, nor its subsidiaries, branches or agencies, are resident or engaged in any activity, trade with countries subject to European Union or United Nations sanctions, or are included in the list of jurisdictions that do not implement international transparency standards approved by the Government, or are in one of the situations of exclusion in accordance with Law No 174/2021 on the investment screening mechanism of importance for State security;

g) The beneficial owners of the Investors;

h) The Investor shall have experience in developing and operating wind Power Plant (s) with an installed capacity equal to or above 4 (four) MW of installed capacity based on a single Power Plant. For the avoidance of doubt, this requirement cannot be met by aggregating the capacities of several wind Power Plants, each with an installed capacity below 4 (four) MW;

i) The Investor has the prior approval of the Council for the Promotion of Investment Projects of National Importance for the envisaged investments, in accordance with the provisions of Law No 174/2021; in the case of an Investor participating in the Consortium, prior approval of the Board for the promotion of investment projects of

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

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

a) Official Accompanying Letter, in accordance with Annex 1;

b) The application form, as set out in Annex 2;

c) Self-declaration stating that the Investor complies with the conditions set out in the Tender Document and that the information and documents submitted by the Investor are correct and accurate, in the form indicated in Annex 4;

d) The decision to register the company and/or an extract from the business register issued by the competent public authority of the Investor's home jurisdiction attesting to the Investor's registration as a legal person – where applicable;

e) A copy of the Investor's identity document – where applicable;

f) Copy of the identity document of the Investor's representative, where applicable – empowerment of the authorised representative in the manner laid down by law, and the identity document of the latter;

g) Copies of documents or certificates issued by the Foreign Competent Authorities or Competent Authorities confirming that the Investor is not in liquidation or insolvency proceedings and certifying that its assets are not being seized and that its business is not suspended. If the country of registration does not issue these documents, the Investor must provide a self-declaration to this effect.

h) Copies of documents or certificates issued by Foreign Competent Authorities or Competent Authorities on criminal records or other equivalent documents issued confirming that there are no criminal convictions or non-criminal records against the Investor. If the country of registration does not issue these documents, the Investor shall submit a declaration on honour in accordance with the form in Annex 3;

i) A certificate issued by a foreign Competent Authority or Competent Authority certifying that the Investor has no outstanding tax or social security liabilities in the Investor's home jurisdiction;

j) The information on the Beneficial Owners, as required in Annex 2, and the information and confirmatory documents, which determine the identification of the beneficial owner. In addition, the information for each Effective Recipient must include:
   - full current name and any previous name;
   - nationality and national identity number;
   - country of residence,
   - the date and place of birth;
   - the level of the actual holding; and
   - details of how ownership, control or economic interest is exercised. If all these details have been recorded in a centralised Beneficial Ownership Register within the Investor's jurisdiction, an extract from this register will be submitted.

k) Prior approval of the investment for each Individual Investor as well as for each member of a Consortium participating as Investor by the Board for the Promotion of Investment Projects of National Importance or, where applicable, confirmation documents by which the Board for the Promotion of Investment Projects of National Importance declares that the Individual Investor or member of a Consortium does not also require prior approval of the investment.

l) To demonstrate previous technical experience, the Investor must submit the following supporting documents:

- list of wind Power Plants that have been developed or are operated by theInvestorand that use renewable energy;
- valid certificates of placing in service or any other similar document;

For each wind Power Plant, the Investor must provide:

1) Operation and maintenance agreement, asset management agreement or other relevant agreements, in which the Investor is listed as a service provider or contractor;

2) If the Investor was the main contractor for a project company and outsourced the operation and maintenance services, it must provide the main operation and maintenance contract with the project company.

35.3. In the event that the Investor participates as a Consortium, the Tender Commission shall verify compliance with the Admissibility Requirements with respect to all members of the Consortium, except for proof of past experience, which may be fulfilled in accordance with the provisions of point 26.1 (b) above.

35.4. An Investor must notify in writing to the Tender Commission, and where applicable to the Ministry of Energy (after the award of the status of Large Eligible Producer), any material change to the information initially declared, including changes to the information on the Beneficial Owner.

35.5. If the Investor does not submit satisfactory documentary evidence of the general requirements for participation, the Tender Commission may declare the Investor inadmissible, in accordance with Section 33 of this Tender Document.

36. Technical Capability

36.1. The technical capability shall be demonstrated by the presentation by the Investor of the Project Description, which shall include a well-documented overview of the Project, highlighting the technical, economic, implementation and legal compliance aspects, in accordance with the provisions of Annex 6 and Annex 7, and by the submission of supporting documents that will demonstrate that the equipment of the Power Plants and Storage Facilities has not been used previously and is new production, manufactured less than 36 months before the envisaged Date of Commissioning of the Power Plant and Storage Facilities in question and corresponds to the Electricity Grid Code.

36.2. The monitoring, control and communication systems of the Power Plant and the Storage Facility (including plant control centre, inverters, Storage Facility control centre, SCADA and access points) will follow robust cybersecurity mechanisms to ensure the protection of critical infrastructure. The Investor will demonstrate alignment with the requirements of Act No 48/2023 on cybersecurity and the subsequent regulatory framework, assuming the technical capacity to update the systems (software and firmware) to ensure continuous compliance and, where applicable, retroactive adjustment to any changes in the national security requirements.

36.3. The Investor shall install separate certified meters for: a) Power Plant; b) Storage Facility. Notifications and imbalance settlement for the Power Plant (Supported Capacity) will be done

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

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

a) Binding declaration issued by the Investor certifying the compliance of the equipment, design, construction, commissioning and operation of the Project – for both the Power Plant and the Storage Facility – with the technical requirements set out in the Electricity Grid Code and with national standards. The declaration will explicitly confirm alignment with cybersecurity legislation (including Law 48/2023), as well as the responsibility to adjust the schemes to any subsequent regulatory changes;

b) Binding declaration that all main equipment to be used for the construction of the Project – both Power Plant and Storage Facility – has not been previously used and is new production, manufactured less than 36 months before the intended Date of Commissioning of the Power Plant or Storage Facility, i.e. not more than 36 months after the intended Date of Commissioning of the Power Plant or Storage Facility;

c) Construction schedule of the Power Plant or Storage Facility, including the date of the start of construction and the expected date of completion of the Project.

37. Eligibility of land for the location of the Power Plant

37.1. The Investor must demonstrate the eligibility of the land for the location of the Power Plant and the Storage Facility in the proposed location.

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

a) situation and boundary plan for the area of the Power Plant and Storage Facility with the location of the Installation for connection to the system operator's networks, as well as access roads;

b) a list of plots of land to be used for the development and location of the Power Plant and the Storage Facility;

c) copies of the documents proving the real right of ownership of the parcels of land, for the period of application of the support scheme, listed in point (b), including, but not limited to, documents by which the right of ownership was acquired, land-lease and sale contracts, concession contracts in the case of publicly owned land, and, where applicable, valid extracts from the register of immovable property.

38. Requirements for environmental protection

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

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

39. Connection notice

39.1. The Investor shall demonstrate the reliability of the connection of the Power Plant(s) and Storage Facility to the electricity transmission or distribution networks.

39.2. **Supporting documents:** In order to satisfy the reliability requirement of the connection to the network, the Investor shall submit the following documentary evidence:

a) for cases where works to strengthen or upgrade the electricity grid are not required, submit the valid connection notice issued by the system operator to whose networks the Power Plant will be connected;

b) in cases where it is necessary for the Investor to carry out works to strengthen or modernise the electricity grid, he shall submit the assessment prepared by the system operator, demonstrating that the development of the electricity grid is exclusively for its benefit, and the cost estimate drawn up by the system operator and approved by ANRE, in accordance with Article 28 (6)of the Renewable Energy Law.

40. Roadmap

40.1. In the absence of one or more of the documents listed in Sections 37 to 39 of this Tender Document, the Investor undertakes to submit the Roadmap with the undertaking to obtain, on the basis of an action plan in accordance with Annex 8, the documents necessary for the development and operation of the Power Plant and the Storage Facility, together with the submission of the Bid.

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

41.1. The Tender Commission will reject any Bid that does not meet the Qualification Criteria, thus not engaging any liability towards the Investors.

42. Right to Suspend and Cancel the Tender Procedure

42.1. The Tender Commission reserves the right to suspend the tender procedure in the event of a substantial basis such as institutional reorganisation of the Government or a justifiable impediment. Investors cannot make any claim against such suspension and are not entitled to receive any compensation for loss of profits, costs or expenses if the tender procedure is suspended. A suspension decision adopted by the Tender Commission will include the period of the suspension, the rights and obligations of the bidders for this period, the status of the financial guarantees submitted by the Investors.

42.2. If no Application or Bid has been submitted or no Investor has been declared successful, or no Bid has been declared eligible, the tender in question shall be deemed not to have taken place. The Tender Commission shall record this fact in the minutes and inform the Government, while presenting its proposals to adjust the Documentation or the Tender Conditions in order to increase the interest of the Investors. The decision to open a new tender will be taken by the Government in accordance with Article 10 (1) (g) of the Renewable Energy Law. The subsequent tender may be held under the same or modified conditions as determined by the Government.

42.3. If the electricity generation capacities auctioned have not been fully awarded in the course of the tender procedure, the Tender Commission may include those capacities in the next auction, subject to completion of the review referred to in point 42.3 of this Section 42.2

42.4. If the Capacity is released in any of the cases referred to in point 102 of the Tender Regulation (which are reiterated on p. 47.5 of section 47), the Tender Commission will allocate it to the Investors on the waiting list in the order of ranking of their bids. Investors on the waiting list will have 5 working days to reconfirm their Offer, should these Investors wish to accept the released Capacity Allocation. Investors on the waiting list cannot modify their Bids and, if applicable, will accept the Capacity Allocation and the Large Eligible Producer status on the offered Price and Capacity, applying the Marginal Bid Rule and the Dividing Rule, if applicable, if invited by the Tender Commission as the following on the list.

42.5. For the avoidance of doubt, the waiting list established in accordance with this Tender Document and any subsequent reallocation of capacity based on this waiting list shall apply exclusively to capacities declared to be successful (supported capacity) up to 170 MW awarded the status of Large Eligible Producer.

PART 3 – EVALUATION OF FINANCIAL OFFERS

43. Evaluation of Financial Bids and Confidentiality

43.1. At the date, time and place set for the evaluation meeting of the Financial Bids, the Tender Commission shall proceed with the opening and evaluation of the Financial Bids of the eligible Declared Investors whose Technical Bids have been qualified.

43.2. The Tender Commission reserves the right to publish anonymous statistics on the bidding round. The Tender Commission is obliged to publish information about the content of the successful Financial Bids including, as a minimum: (I) the awarded capacity; (II) the value of the Financial Bids in Moldovan lei/kWh, (iii) the names of the Successful Investors. Confidential business information in the Bids will remain protected.

43.3. Information relating to the evaluation of the Bids shall not be disclosed to Investors or other persons not formally involved in the tender process until the ranking of the Tenders is communicated to all Investors in accordance with Annex 10.

43.4. Any attempt by an Investor to influence the Tender Commission in the evaluation and classification of Financial Bids leads to the rejection of its Bid.

43.5. The Tender Commission shall assess the Financial Bids on the basis of the lowest price criterion by applying the ranking laid down in Annex 10. No other evaluation criteria or methodologies are allowed.

43.6. For the purpose of evaluating the Financial Tender, the Tender Commission shall verify the content of the Financial Bid file in order to determine the extent to which it complies with the requirements of the Tender Document, in accordance with Section 17 and Annex 10 of this Tender Document.

43.7. If the verification procedure establishes that the Financial Bid file has not been completed in accordance with the Tender Document or that it contains material deviations, then the Tender Commission shall reject the Bid.

43.8. Where the Tender Commission considers that a Financial Bid contains an underestimated price or an unusually low price in accordance with Section 44 of this Tender Document, then the Tender Commission may request in writing that the Investor provide, within 10 (ten) working days of its request, such clarifications on the composition of its Financial Bid as the Tender Commission deems appropriate. If a clarification is requested, the Investor will cooperate

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

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

44. Unusually low electricity price

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

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

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

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

45. Notification of Bids Ranking

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

a) notify the Successful Investors in writing that their Financial Bid has been classified as winning in accordance with the classification criteria in Annex 10;

b) notify all other Investors that have not been ranked as successful and that have been included in the waiting list and may be called to tender within a predetermined deadline, as set out in Section 47 of this Tender Document, in their appropriate ranking order, if the Successful Investor (s) fail (s) to complete the procedure in Section 47 of this Tender Document, refuse to be granted the status of Large Eligible Producer, fail to sign the PPA within the prescribed deadline or fail to provide the Performance Guarantee;

c) notify in writing the Investors whose Tenders have been rejected, stating the reasons for the rejection.

46. Exclusion of negotiations

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

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

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

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

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

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

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

a) one or more natural or legal persons, including consortia, who are not registered in the Republic of Moldova but whose Bid has been declared successful and who have not completed the registration phase, in accordance with point 47.1 of this Section 47;

b) until the Government Decision on the granting of the status of Large Eligible Producer to one or more of the Successful Investors is approved, refuses to offer them the status of Large Eligible Producer;

c) one or more Investors do not sign the PPA or do not submit the Performance Guarantee within the time limit laid down in the Tender Regulation, in this respect the Tender Commission proposes to the Government to amend the Decision on the award of the

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

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

48. Performance guarantee

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

48.2. The Performance Guarantee must be valid until 30 days after the Date of Commercial Commissioning of the Power Plant and Storage Facilities, be issued in favour of the Government of the Republic of Moldova, through the Ministry of Energy, in Moldovan lei and have a guaranteed minimum value of 1248 Moldovan lei per kW of Supported Capacity of the Power Plant.

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

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

48.5. At the request of the Large Eligible Producer, the Tender Commission may decide to extend the deadline for the submission of the Performance Guarantee for the PPA by a maximum of 10 working days.

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

49. Right of appeal

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

49.2. The authority representing the Tender Commission in the Administrative Court is the Ministry of Energy.

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

50. Obligations after granting the status of Large Eligible Producer

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

1) submit the Performance Guarantee within a period of up to 30 days from the date of signature of the PPA;

2) where appropriate, submit to the Ministry of Energy a quarterly report on the progress made in the fulfilment of the Roadmap submitted in accordance with Section 40; including all acts according to the schedule specified therein;

3) construct and operate the Power Plant (s) and Storage Facility that is/are indicated in the winning Bid, no later than 36 months after the publication of the Government Decision in the Official Gazette of the Republic of Moldova, and comply with the deadlines, criteria and conditions set out in the tender procedure;

4) construct the Power Plant (s) and the Storage Facility, in compliance with the installed power indicated in the winning Bid for which the respective Investor has been offered the status of Large Eligible Producer and with the conditions laid down in point 41 of the Tender Regulation;

5) ensure that commercial records of electricity and functional separation between the Power Plant and the Storage Facility are maintained at all times throughout the duration of the support scheme;

6) not to use, for the construction and commissioning of the Power Plant (s) and Storage Facility, the equipment used or newly manufactured equipment more than 36 months before its commissioning and to comply with the technical requirements with regard to the production technology and equipment of that Power Plant indicated in the successful Bid;

7) submit to the Ministry of Energy and ANRE a report on the implementation of the project for the construction of the Power Plant and the Storage Facility, in accordance with the construction schedule, as well as the information referred to in Article 37 (6) of the Renewable Energy Law and, where applicable, the implementation of the Roadmap;

8) after completion of the construction and entry into operation of the Power Plant (s) and Storage Facility, to notify the Tender Commission of this fact and to submit to it the documents confirming the fulfilment of the obligations undertaken as Large Eligible Producer;

9) at all stages of the works relating to the construction of the Power Plant (s) and Storage Facility, including post-operation (decommissioning of the Power Plant), comply fully with the measures and conditions laid down in the environmental agreement or the opinion of the state environmental expert, issued by the competent environmental authority, whether or not the special conditions have been included in the content of the Permission Act for the execution of construction works (construction permit),

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

10) ensuring the cybersecurity of operational systems by implementing appropriate technical and organisational measures for the security of network and information systems used for the operation of the Power Plant and the Storage Facility (including monitoring, control and communication systems), in accordance with Law No 48/2023on cybersecurity, Government Decision No 562/2025 on how to fulfil the obligations to ensure cybersecurity by service providers in critical sectors, Law No 164/2025 on electricity and the applicable network codes, and by fulfilling cooperation obligations towards the Cybersecurity Agency, system operators and other competent authorities;

11) comply with State aid law and all obligations deriving therefrom, including any conditions or restrictions laid down by the Competent Authorities in relation to the support scheme.

12) maintain the structure of the Consortium, as declared in the tender, for a minimum period of one year after the commissioning of the Power Plant and Storage Facility and obtain the prior approval of the competent authority for any change in the composition of the Consortium during this period, except for intra-group reorganisations permitted under point 26.1 (d).

13) in the case of Power Plants with electricity storage facilities, the Investor shall ensure the operation of the electricity Storage Facility in accordance with the Electricity Network Codes and the applicable standards set out in the Tender Document for the entire duration of the purchase contract for electricity produced from RES/Contract for Difference.

51. Permitted changes and flexibility mechanism

51.1. The Performance Guarantee, if the capacity of the Plant(s) put into operation by the Large Eligible Producer represents between 100 % and 95 % of the capacity that the Investor submitted in the successful Bid, or which, as a result of the application of the Marginal Bid Rule, the Investor agreed to adjust, shall be returned to the Large Eligible Producer in full.

51.2. If the capacity of the Power Plant (s) commissioned is between 94 % and 90 %, the Performance Guarantee shall be returned to the Large Eligible Producer in proportion to the capacity commissioned.

51.3. If the capacity of the Power Plant (s) commissioned is less than 90 %, the status of Large Eligible Producer shall be withdrawn from the Investor.

51.4. If the total capacity of the Power Plant commissioned exceeds 100 % of the capacity specified in the successful Bid, the Performance Guarantee shall be returned in full, provided that the Investor demonstrates, by means of supporting documents, that it meets the condition of physical and commercial separation of the electricity production capacities and of ensuring separate commercial records of the electricity injected into the electricity grid at the connection points of the Power Plant.

51.5. If the conditions set out in paragraph 51.4 above are not met, the status of Large Eligible Producer shall be withdrawn from the Investor and the Performance Guarantee shall be forfeited in full.

51.6. The cumulative capacity of the RES production capacities and electricity storage facilities will be taken into account when determining the percentage of commissioning, provided that the minimum share between the capacity of the Power Plant and the capacity of the Storage Facility is at least 0.25 MWh per MW of the Installed/Cumulative Capacity of the onshore wind Power Plant (s) and a nominal power (Discharge capacity) of at least 0,125 MW per MW of the Installed/Cumulative Capacity of the onshore wind Power Plant (s).

51.7. In the case of the Investor who submitted the Tender for only part of the installed capacity of the Power Plant (s), the supported capacity will be taken into account, separately in accordance with point 41 of the Tender Regulation.

52. Withdrawal of the status of Large Eligible Producer

52.1. The status of Large Eligible Producershall be withdrawn by Government Decision if, after the status of Large Eligible Producerhas been offered:

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

PART 5 – ANNEXES

ANEXA 1
OFFICIAL ACCOMPANIMENT

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

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

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

Date: **[--]**
Investor: **[--]**
Representative of the Investor or Authorised Representative: **[--]**
Signed: **[--]**

ANEXA 2
APPLICATION FORM

Position code	Content of requirements:	Response
1	2	3
1. Information on the generation technology and capacity of the Power Plant for which the status of Large Eligible Produceris requested.		
1.1	Production technology	| text |
1.2	The capacity of the Power Plant in respect of which it is requested to offer the status of Large Eligible Producer.	| number and Text |
1.3.	Technology and Storage Capacity	| text |
A. Investor Information		
2A.1.	Name of the Investor	| text |
2A.2.	Country	| text |
2A.3.	Postal Code	| text |
2A.4.	Town/City	| text |
2A.5.	Legal address	| text |
2A.6.	Contact Web Page	| text |
2A.7.	Contact person or persons	| text |
2A.7.1	*Telephone*	| text |
2A.7.2	*Email*	| text |
2A.8.	Unique Identification Number (IDNO/IDNP)	| | number
2A.9.	Organisational and legal form of entrepreneurship	| text |
2A.10.	Information on the names of the shareholders/associates/beneficial owner	
2A.10.1	Names of shareholders/members	| text |
2A.10.2.	Current full name and any previous names	| text |
2A.10.3	Nationality and national identity number	| text |
2A.10.4	Country of residence;	| text |
2A.10.5	The date and place of birth;	| text |
2A.10.6	The level of the actual holding;	| text |
2A.10.7	Details of how ownership, control or economic interest is exercised	| text |
2A.11.	The Investor is: ● small company ● Medium enterprise ● and others	| text |
2A.12.	Investor participates in the auction as Consortium	Don'ts don’ts Do not
2A.12.1	*If Yes, please specify the role of each member of the Consortium (leader, responsible for specific tasks, etc.).*	| *text* |
2A.12.2	*Appoint the members of the Consortium participating in the tender*	| *text* |
2A.12.3	*Provide the name of the Participating Consortium.*	| *text* |
Note. Within the Consortium, the application form fills in each member <u>separately</u>		
B. Information on the representatives of the Investor		
Indicate the name (s) of the person (s) empowered to represent the Investor for the purposes of this Procedure		
2B.1	Mr/Ms	| text |
2B.2	Position/Acting in the capacity of..	| text |
2B.3	Country	| text |
2B.4	Telephone	[number]

2B.5	Email	| text |

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

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

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

Date: **[--]**
Investor: **[--]**
[Consortium member: **[--]]**
Representative of the Investor or Authorised Representative: **[--]**
Signed: [--]

Confirmation and Signature

I declare on my word of honour that all the information and documents provided in this form are true and complete I fully accept the consequences of cases of false declarations.
Full name of signatory: ____
Function of the signatory: ____
Signature: ____
Date: ____

Note

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

ANEXA 3

DECLARATION ON THE ABSENCE OF A CRIMINAL RECORD

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

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

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

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

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

Date: [--]
Investor: **[--]**
[Consortium member: **[--]]**
Representative of the Investor or Authorised Representative: **[--]**
Signed: **[--]**

ANEXA 4
SELF-DECLARATION FOR INVESTORS
(To be completed by the Investors or each member of the Consortium)

For participation in the tender for the status of Large Eligible Producer
Letter addressed to: Tender Commission
Date: [-]
[*Name of the Investor/Consortium Leader and full identification*] hereby declares and warrants that, at this date, [*Name of the Investor/Consortium Leader*] [and each member of our Consortium (if applicable)]:

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

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

Date: **[--]**
Investor: **[--]**
[Consortium member: **[--]]**
Representative of the Investor or Authorised Representative: **[--]**
Signed: **[--]**

ANNEX 5
SPECIMEN FORM OF THE TENDER GUARANTEE
(Bank logo and letterhead)

Date: [-]

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

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

Tendering: Development and operation of an onshore wind Power Plant, each with a tendered capacity of [-] and addition of a Storage Facility, ("the **Procedure**").

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

the Investor withdrew the Tender during its period of validity;
b) The Investor submitted false, erroneous information, which is why the offer in question was rejected;
after obtaining the status of Large Eligible Producer, the Investor did not submit the Contract Performance Guarantee in the value and within the deadlines set out in the Tender Document.

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

[Signature of the bank]

ANNEX 6
Description of the Project and Declaration of Conformity

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

Part 1. DRAFT
Project summary:

- Title of the Project,
- Location of the Power Plant and the Storage Facility.
- Purpose and main objectives.
- The Investors/members of the Consortium involved and the partners of the Project.

Technical specifications:

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

Implementation Plan:

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

Part 2. DECLARATION OF COMPLIANCE WITH TECHNICAL REGULATIONS

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

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

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

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

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

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

Date: [--]
Investor: [--]
Representative of the Investor or Authorised Representative: [--]
Signed: [--]

ANNEX 7

SPECIFICATIONS CONCERNING STORAGE FACILITIES

1. Aim and scope

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

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

1.3. The Storage Facility must have at least:

an energy storage capacity of at least 0.25 MWh per MW of the installed/cumulative capacity of the onshore wind Power Plant (s) for which the status of Large Eligible Producers requested; and

b) a rated capacity (discharge capacity) of at least 0,125 MW per MW of the installed/cumulative capacity of the onshore wind Power Plant (s) for which the status of Large Eligible Producer is requested.

1.4. The Storage Facility may be:

a) located with the Power Plant behind a single physical grid connection point; or

b) have separate sites and grid connection points different from those of the Power Plant (where the Power Plant and Storage Facility are located in different sites, with separate grid connection points, separate connection agreements, but are nevertheless aggregated and presented as one Project in the tender);

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

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

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

2. Interaction with the support scheme

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

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

2.3. Once the conditions set out in Article 38 [1] of the Renewable Energy Act for switching to a CfD regime are met, the PPA will be replaced by a CfD in accordance with the Tender Documentation. For the avoidance of doubt, CfD payments shall be calculated exclusively on the basis of the supported generation associated with the supported Capacity and shall not apply to electricity originating from electricity previously stored in the grid.

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

3. Provisions on commercial records and balancing

3.1. In all configurations (co-located or separately located), the Investor will ensure separate commercial records of electricity, allowing a clear distinction between Power Plant production and charging/discharging the Storage Facility.

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

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

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

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

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

4. Obligations during construction and operation

4.1. The winning Investor will build, operate and operate the Storage Facility in accordance with:

a) this Annex;

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

c) the network codes and requirements in the connection notice;

4.2. The Large Eligible Producer will:

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

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

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

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

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

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

ANNEX 8
ROADMAP

1. This Roadmap template has been drawn up in accordance with point 40 (10) of the Tender Regulation.

2. In the absence of one or more of the documents listed in Sections 37 to 39 of this Tender Document, the Investor undertakes to submit this Roadmap with the undertaking to obtain, on the basis of an action plan, in accordance with the requirements set out in the Tender Document, the documents necessary for the development, construction and operation of the RES Power Plant, at the application stage, the Technical and Financial Offer and the Storage Facility.

3. In accordance with point 69 of the Tender Regulation, during the opening and examination of the qualification of Technical Tenders, the Tender Commission checks:

a) if all required documents are attached to the Technical Offer, as applicable; and

b) whether the Roadmap has been drawn up in accordance with the template and contains the information required by the Tender Documentation.

4. In accordance with point 116 of the Tender Regulation, the Large Eligible Producer is required to:

a) report on a quarterly basis to the Ministry of Energy on the progress made in the implementation of the presented Roadmap;

b) submit to the Ministry of Energy and ANRE a report on the implementation of the project for the construction of the Power Plant (s) and the Storage Facility, in accordance with the construction schedule, as well as the information referred to in Article 37 (6) of the Law on renewable energy and, where applicable, the implementation of the Roadmap.

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

1.	**Supporting documents for grid connection in accordance with Section 39 of the Tender Document**			
NO	**Qualification criterion Requirement**	**Condition**	**Timetable for obtaining the necessary documents**	**Competent authority/Responsible person**
1 a.	For cases where works to strengthen or upgrade the electricity grid are not required, the Investor shall submit a **technical connection opinion** issued by the system operator to whose networks the respective Power Plant and/or storage equipment will be connected; Or	[To be filled in with one of the following: I) the document submitted at the tender stage; or ii) the document will be presented as shown in the chart; or iii) not applicable (with justification)]	[A maximum period of 20 months from the estimated date for the submission of applications and bids is recommended.]	System operator ;
1b	For cases where it is necessary for the **Investor to** support the works to strengthen or upgrade the electricity grid, the Investor shall submit **a legal document between the System Operator and** the Developer committing the latter to bear the costs associated with the reinforcement or upgrade of existing transmission or distribution grids.	[To be filled in with one of the following: I) the document submitted at the tender stage; or ii) the document will be presented as shown in the chart; or iii) not applicable (with justification)]	[A maximum period of 18 months from the estimated date for the submission of applications and bids is recommended.]	System operator ;

2.	**Supporting documents for the land eligibility requirement according to Section 37 of the Tender Document**			
NO	**Qualification criteria Requirement**	**Condition**	**Timetable for obtaining the necessary documents**	**Competent authority/Responsible person**

2 a.	Situation and area plan for the Power Plant and Storage Facility with the location of the connection facility to the system operator's networks, as well as access roads;	[To be filled in with one of the following: I) the document submitted at the tender stage; or ii) the document will be presented as shown in the chart; or iii) not applicable (with justification)]	[A period between 9-12 months from the estimated date for the submission of applications and bids is recommended .]	Investor
2 b.	The list of plots of land to be used for the development and location of the Power Plant and the Storage Facility;	[To be filled in with one of the following: I) the document submitted at the tender stage; or ii) the document will be presented as shown in the chart; or iii) not applicable (with justification)]	[A period between 9-12 months from the estimated date for the submission of applications and bids is recommended .]	Investor
2 c.	Copies of documents attesting the right in rem to own the plots of land, including but not limited to (these may include deeds through which ownership has been acquired, land-lease and sale contracts, concession contracts in the case of public land) and, where applicable – as well as valid extracts from the real estate register.	[To be filled in with one of the following: I) document presented at the tender stage; or ii) the document will be presented as shown in the chart; or iii) not applicable (with justification)]	[A period between 9-12 months from the estimated date for the submission of applications and bids is recommended .]	Investor
3. Supporting documents for environmental protection requirements according to Section 38 of the Tender Document				
NO	**Qualification criteria Requirement**	**Condition**	**Timetable for obtaining the necessary documents**	**Competent authority/Responsible person**

3 a.	The environmental agreement or, where applicable, the preliminary environmental impact assessment decision by the Environmental Protection Agency or any other competent authority, including the environmental impact assessment programme, in accordance with Law No 86/2014, as amended, or any other applicable laws relevant to the environment.	[To be filled in with one of the following: I) document presented at the tender stage; or ii) the document will be presented as shown in the chart; or iii) not applicable (with justification)]	[The time limit shall not exceed 15 months from the expected date for the submission of requests and tenders.]	Environment Agency
4. Other documents (if deemed relevant by the Investor)				
NO	**Qualification criteria Requirement**	**Condition**	**Timetable for obtaining the necessary documents**	**Competent authority/Responsible person**

Date: **[--]**
Investor: **[--]**
Representative of the Investor or Authorised Representative: **[--]**
Signed: **[--]**

ANNEX 9
FINANCIAL OFFER FORM

Letter addressed to: Tender Commission

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

The undersigned [-] hereby declares that:

The **electricity price**, which will serve as a fixed price of the electricity produced from the Capacity supported under the PPA and as a strike price allowing the financial settlement of a variable premium depending on the difference between the strike price and the reference electricity market price for the production of electricity from the Capacity supported under the Contract for Differences, as part of the support measures for a period of 15 years from the date of commissioning of the Power Plant and storage facilities is:
__(*with 4 decimal places in figures and words*) Moldovan lei/kWh, excluding VAT.
The capacity tendered is [•] MW.

Date: **[--]**
Investor: **[--]**
Representative of the Investor or Authorised Representative: **[--]**
Signed: **[--]**

ANNEX 10

FINANCIAL BIDS WILL BE RANKED BASED ON THE PARAMETERS BELOW

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

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

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

The first-ranked Investors, subject to the Dividing Rule and the Marginal Offer Rule, will be declared the winning Investor (s).

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

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

2 **Marginal bid rule**

a) After the ranking of the Financial Bids (subject to the Dividing Rule set out in point 3 below, if necessary), there may be **a marginal offer** of only one **"**Marginal Investor" which, if successful, would result in exceeding the total tendered capacity.

b) In this case, the Tender Commission shall request the Marginal Investor to reconfirm the Electricity Price offered for the Supported Capacity, adjusted for the Total Tendered Capacity, indicating the deadline for this reconfirmation, which shall not exceed 48 hours.

c) If the Marginal Investor accepts the Tender Commission's proposal, it shall confirm the acceptance in the form of an electronic document signed with an electronic signature issued pursuant to Act No 124/2022 on electronic identification and trust services.

d) In the event of refusal, the Tender Commission may request from the Next Ranked Investor (if that Investor is marginal) a reconfirmation of the Electricity Price for the Capacity Offered or, where applicable, adjusted in accordance with this paragraph, indicating the deadline for such reconfirmation, which shall not exceed 48 hours.

e) If necessary, the Tender Commission may then request the same reconfirmation from each of the following Qualified Investors in turn until either the full capacity tendered has been awarded or there are no other Investors with Qualified Bids. The status of Large Eligible Producer will be awarded to any Investor with such a Marginal Offer.

f) If, at the end of this process, the Total Tendered Capacity has not been fully awarded and there are no other Qualified Investors, the tender procedure shall be invalidated by the Tender Commission for the remaining unallocated capacity.

g) For the avoidance of doubt, the Marginal Investor accepting the adjustment of the Supported Capacity according to the Total Tendered Capacity may install the entire installed capacity proposed in its initial Bid, provided that only the adjusted supported capacity is supported, in accordance with p. 41 of the Tender [Minimum storage space must always be respected].

3. Dividing rule

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

a) The Tender Commission shall establish a new price negotiation round, in which Equal Investors are required to submit revised financial offers (***'Revised Financial Bids'***), indicating the deadline for the submission of the Revised Financial Bids. For the avoidance of doubt, a revised Financial Bid should not exceed the original Financial Bid. If an Investor submits a Revised Financial Bid that exceeds the Initial Financial Bid, it shall become invalid. If the Investor fails to submit a Revised Financial Bid by the indicated deadline, the Initial Financial Offer becomes a Revised Financial Bid.

b) Following the submission of the revised Financial Bids eligible in accordance with point (a), the status of Large Eligible Producer shall be granted to Investors with the lowest price among Equal Investors until they reach the share of Total Tendered Capacity, subject to the Marginal Offer Rule.

c) If two or more of the Revised Financial Bids offer the same Electricity Price and the capacities offered by them, if all were awarded, would exceed the Total Tendered Capacity, the Tender Commission will require Equal Investors to reconfirm the Electricity Prices for adjusted capacities so that the Total Tendered Capacity is reached. The Tender Commission shall make the adjustment by reducing the Tendered Capacity by each Equal Investor by the same percentage so that the Total Tendered Capacity is accurately reached. Investors who reconfirm their prices for reduced capacity may deploy the full installed capacity indicated in their Initial Offer, provided that only the adjusted capacity determined in step (c) receives support, in accordance with point 41 of the Tender Regulation.

d) If one or more Equal Investors identified in step (c) do not reconfirm their price for the adjusted capacity, the Tender Commission may require the Next Ranked Investor to submit a revised Financial Bid in accordance with the Marginal Offer Rule and the Tender Commission will continue the process in accordance with the Marginal Offer Rule.

e) Where the total capacity tendered has not been fully awarded and no qualified Investor remains, the tender procedure shall be invalidated by the Tender Commission for the remaining unallocated capacity.

ANNEX NO 11
PERFORMANCE GUARANTEE

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

Date and place of issuing: [-]

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

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

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

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

and

The principal shall provide the Beneficiary with a performance guarantee to ensure the fulfilment of the contractual obligations for the commissioning and operation of the Power Plant and the Storage Facility in accordance with the Renewable Energy Act and the terms set out in the PPA (**'Guaranteed Obligations**');

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

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

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

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

4) Each payment request made by the Beneficiary shall be sent to the original [*Moldovan branch or correspondent bank of* internationally recognised financial institutions] to the Bank on headed paper and signed by an authorised representative of the Ministry of Energy.

5) For the avoidance of doubt, the Bank is hereby authorised and will at any time have the right to make payments in respect of a claim up to the guaranteed amount without further investigation or enquiry, and there is no need to consider the validity, authenticity, accuracy and/or correctness of any claim received under this guarantee. Furthermore, the Bank has no obligation to verify or confirm that the person who signed any application is in fact a person authorised to sign such an application on behalf of the Beneficiary.

6) The Bank undertakes to make the payment, [*through the branch in Moldova or the correspondent bank*][3], to the Beneficiary into the *account [indicate the treasury bank account*], within 5 working days of receipt of the Beneficiary's original request for payment.

7) The beneficiary shall not be obliged to take action against the said Large Eligible Producer before requesting the Bank to make payment under this Guarantee.

8) The Bank also undertakes not to release this Guarantee from its obligations during its term, unless the Beneficiary gives its prior express agreement in writing.

9) *The* Bank shall be obliged to pay, *[through the branch in the Republic of Moldova or through the correspondent bank of internationally recognised financial institutions*], the amount of the Guarantee, or part thereof, only if the Beneficiary submits to the Bank a written request for payment, in accordance with the provisions of this Guarantee, no later than the last day of validity of the Guarantee.

10) This Guarantee is subject to the 'Uniform Rules on Guarantees on Claim issued by the Paris International Chamber of Commerce (Publication No 758)' and, in so far as it is not contrary to the 'Uniform Rules on Guarantees on Claim issued by the Paris International Chamber of Commerce (Publication No 758)', to the laws of the Republic of Moldova, and the courts of the Republic of Moldova shall have exclusive jurisdiction to hear any disputes that may arise from or in connection with this Guarantee.

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

Signed by Bank _____Branch

Through Mr/Ms ___, ____and his/her authorised official.

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

... (Signature of authorised representative)

(Official seal)

OBSERVATIONS:

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

ANNEX 12
ESTIMATED TIMETABLE

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

ANNEX 13

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

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

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

I. SUBJECT MATTER OF THE CONTRACT

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

The fixed price for the purchase of electricity is _____MDL/kWh established by Government Decision No ____of ___.

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

1.2 the information on the eligible Power Plant is set out in Annex 1 to this contract.

II. NOTIONS AND INTERPRETATIONS

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

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

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

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

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

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

III. DURATION

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

Note: In accordance with Article 38 (^{1}) of Law No 10/2016, the Contract for Differences shall maintain the balance between benefits, rights and responsibilities, risks and compensation, included in this Contract. The provisions on the electricity trading price obtained under the tender procedure will be supplemented by provisions on the market prices recorded on the day-ahead market and on the variable premium determined by the difference between the market price and the strike price set in the auction.

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

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

IV. AMOUNT OF RENEWABLE ELECTRICITY

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

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

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

V. RIGHTS AND OBLIGATIONS OF THE MANUFACTURER

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

to notify the *Buyer* as soon as possible of the commissioning of the Power Plant;

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

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

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

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

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

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

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

I) allow access to the Power Plant to the authorised representatives of the *Buyer*;

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

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

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

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

(N) to pay the penalties provided for in this Contract and in the legislative acts, and to recover in full the damage caused to the *Buyer*;

o) notify the *Buyer* at least 30 days in advance of the intended commissioning date of the eligible Power Plant;

P) to comply fully with the terms and time limits of this Contract.

5.2. The rights of *the* Producer are:

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

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

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

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

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

VI. RIGHTS AND OBLIGATIONS OF THE BUYER

6.1. The obligations of the *Buyer* are:

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

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

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

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

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

require the Producer to *submit* annual, monthly, weekly and day-ahead forecasts of the quantities of electricity to be delivered to the electricity grid, in accordance with the provisions of the RPEE and Law No 10/2016;

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

6.2. The rights of the *Buyer* are:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.11. The price of the positive imbalance for the quantity of electricity produced by the *Producer* in excess of the upper limit established in accordance with point 7.10 shall be limited to 50 % of the Producer's fixed *price*.

7.12. The negative imbalance price for the quantity of electricity to be purchased by the *Producer* as a shortfall from the lower limit established in accordance with point 7.10 shall be limited above 200 % of the Producer's fixed price.

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

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

VII. LIABILITY OF THE PARTIES

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

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

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

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

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

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

IX. OWNERSHIP AND RISK

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

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

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

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

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

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

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

XI. TERMINATION AND TERMINATION OF THE CONTRACT

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

1. Expiry of the term of the Contract;

2. Signature of the contract for differences.

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

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

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

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

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

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

XI. DISPUTE SETTLEMENT

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

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

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

XII. CONFIDENTIALITY

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

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

XIV. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

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

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

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

XV. SPECIAL PROVISIONS

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

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

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

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

XVI. MODIFICATION OF THE CONTRACT

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

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

16.3. If another legal entity is appointed as a central electricity supplier, the newly appointed central supplier will take over the rights and obligations of the *Buyer* arising from this Contract.

16.4. If the *Producer* disposes of the eligible Power Plant, the new Large Eligible Producer shall request that this Contract be amended by replacing the natural/legal person indicated in this Contract with the new Large Eligible Producer provided that it has informed the Government of the purchase

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

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

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

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

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

SIGNATURES OF THE PARTIES

Addresses and bank charges of the Parties

Manufacturer:	**The buyer:**
1. Legal addresses:	
2. Bank charges:	
___L.Ș.	**___L.Ș.**

no. d/o	Reference to TD	Clarification questions	Response
		Investor eligibility, Investment Screening, Document Formalities	
1.	Section 35	**Investor eligibility.** Why are the eligibility criteria of investors (financial and experience) not correlated in proportion to the capacity offered, thus allowing the participation of investors with limited experience at the expense of long-term institutional investors?	The tender documentation does not provide for the applicability of eligibility criteria in proportion to the capacity offered. Instead, it provides for minimum thresholds (minimum project of 4 MW allowed in the bid, total supported capacity limited to 170 MW), which apply uniformly to all bidders, thus ensuring compliance with the principles of equal treatment, non-discrimination of investments, and the principle of objectivity in the registration, verification of admissibility, qualification, and evaluation of financial proposals, in accordance with Section 3 of GD No. 690/2018 approving the Regulation on the conduct of tenders for the granting of large eligible producer status.
2.	P. 35.1 (i)	**CEIISS investment screening timing risk:** If the CEIISS approval decision is delayed for administrative reasons, confirm whether for admissibility; if not, define the exact deadline logic and consequences.	According to p. 35.1(i) of the Tender Documentation, as admissibility requirement, the investor shall have the prior approval from the Council for the promotion of investment projects of national importance (***Council***) for the planned investments, in accordance with the provisions of Law No. 174/2021. Therefore, if investor fails to submit the Decision on prior approval by the Council, irrespective of the reasons for failure, the tender committee will declare the investor as inadmissible in accordance with Section 33 and p. 35.5 of the Tender Documentation. Therefore, the delays in approval by the Council due to administrative reasons do not justify the failure of submission of the Decision on prior approval by the Council in the application folder. Note that in accordance with Art.7(4) of the Law no.174/2021, the Council examines the request for prior approval of investments within 45 days from the date of its receipt, provided that the request is accompanied by all required documents. Therefore, it is on investors' responsibility to diligently take into consideration this deadline in preparation the application folder, in order to fulfil the admissibility criteria.
3.	P.35.1(i)	In relation with the Board for the Promotion of Investment Projects of National Importance if the investment does not require screening, what confirmation document is considered valid?	According to Art. 4(a) of the Law no. 174/2021, the exploitation of the energy infrastructure falls within the activity of the importance for state security. Based on this rationale, art. 35.1(i) provides as an admissibility requirement that the investors participating at the tender must hold the prior approval of investments by the Council for the promotion of investment projects of national importance. In this respect, the investors must submit, in its application folder, the decision on prior approval of

			investments (Art.35.2. k) of the tender documentation). Therefore, all potential investments that are subject to this tender require prior approval (screening), in accordance with the Law no. 174/2021.
4.	Section 37	**Confirmation of the acceptance of local public authorities in the implementation of projects.** Please indicate whether the inclusion of acts of local public administration authorities (e.g. decisions of Local Councils) is envisaged as an element of confirmation of local acceptance and feasibility of implementation of the selected projects.	The submission of the permissive acts issued by the Local Public Authorities, in particular the Urbanism Certificate and the Construction Authorization, in accordance with the Urbanism Code, is neither an admissibility requirement nor a qualification requirement. Please note however, that the investor is required to submit, as a part of technical offer the documents confirming the eligibility of the land(s) in accordance with p.37 of the tender documentation. In the absence of the documents indicated in p.37.2, the investor is entitled to submit a roadmap in accordance with Annex 8 to the tender documentation. However, if the investor is declared as a winner and eventually the large eligible producer status is granted, the investor will be required to obtain all permissive acts, including the permissive acts issued by the local public authorities, for construction and commissioning of the power plant and storage facility, in accordance with p.116(8) of the Government Decision no.690/2018 and p. 50.1.9) of the tender documentation.
5.	Section 9 and Point 35.2.	Both section 9 and item 35.2. from the tender documentation do not contain minimum and exact requirements for documents to be submitted by the Investor in order to confirm compliance with admissibility criteria. **Question:** all supporting documents issued by foreign competent authorities are to be presented in copies in compliance with the requirements of Section 9 of the tender documentation, not needing to be apostilled/super-legalized and authenticated?	Neither Government Decision No. 690/2018 nor the tender documentation require investors to submit apostilled documents as part of the technical or financial bid eligibility file. Furthermore, neither Government Decision No. 690/2018 nor the tender documentation require the legalisation of documents issued in a foreign jurisdiction. In accordance with p.9.2. of the tender documentation, in case investors submit documents in other language than English or Romanian, those documents shall be accompanied by an authorized translation in English or Romanian. Thus, as long as the documents that are issued in another language than English or Romanian are translated by an authorized translator in Republic of Moldova, those translations are deem valid.
6.	Section 25	**Non-resident bid security original at opening:** If bid security is submitted as scanned copy but the issuer/beneficiary chain is international, confirm the **practically acceptable method** to provide the "original" at opening (courier timing, notarization/apostille, alternative verification).	Neither the Government Decision no. 690/2018 nor the tender documentation require investors to submit apostilled or supralegalized bid bonds. According to p. 25.2. of the tender documentation, in case the bid bond is submitted in a form of scanned document, Investor will submit the original of the bid bond, in a hard copy, in the day of the opening of the application folders. Therefore, it is in the investors' responsibility to make sure that the tender commission receives the original of the bid bond (in case of scanned document) at the day of opening of the application folders, irrespective of the method of transmission of the document (personally by a representative of investor, or via courier).

7.	Section 29	**Encrypted financial bid – password handover protocol:** The docs require password-protected financial bids; please define the **exact operational protocol** for delivering passwords at opening (channel, timing, responsible person, contingency if the authorized representative is absent).	All three files of the bid must be protected with separate passwords. The eligibility stage and the opening of the financial bid shall be conducted in a public meeting. Therefore, bids shall be examined in the order in which they were submitted. When your file is examined, you will need to provide the password to the Commission (either by email, on paper, or verbally, at the investor's request). The technical bid will be examined individually with each bidder, and the same logic as above will apply. We reiterate that only one password is provided at each stage. If the investor does not proceed to the next stage of bid examination, their files remain password protected. Technical and financial bid files must remain password protected until the Tender Committee convenes meetings to examine and open the technical and financial bids. Passwords must be provided to the Tender Committee at the request of the Tender Committee at the time of opening the bids (see Provisions of the tender documentation 16.1, 17.1, 29.9).
8.	Section 36	**Structure and degree of detail of the Technical Offer.** What is the level of technical detail expected in the Technical Offer: general description of principle or detailed technical solutions (schematics, equipment, internal architectures)?	In accordance with Section 36 and Annexes 6 & 7 of the tender documentation, the Technical Offer should represent a well-documented project description, number of turbines, highlighting the technical, economic, implementation and legal compliance aspects, including technical specifications for wind and storage facilities, SCADA and control system, implementation plan, procurement plan and major contracts. Project description must sufficiently demonstrate technical compliance and feasibility.
9.	Section 36-40	**Organization of the file – "Technical offer"** Is there a mandatory structure and strict order for the documents in File "B" – Technical Offer, or is a logical structure accepted, provided that all required documents are included?	The tender documentation does not impose any mandatory structure for the purpose of organization of documents, forming part of the Technical Offer. A logical structure is acceptable, provided that documentary evidence is duly fulfilled in line with Sections 36-40 (roadmap if applicable), the documents are complete, clearly titled and referenced to respective tender rules sections.
10.	point 36.1	As a result of the analysis of point 36.1 of the Tender Documentation, please come with clarifications, namely to list exactly by which confirmatory documents or documents, at the stage of submission of the technical offer, the participants in the tender could demonstrate that the equipment of the Power Plants and Storage Facilities have not been previously used and are of new production, manufactured less than 36 months before the expected date of commissioning of the Power Plant and Installations storage?	In accordance with the provisions of point 36. 4 lit. b) of the Tender Documentation, in order to satisfy the above requirement, the Investor, in addition to the description of the Project, must submit the following supporting documents "Binding statement that all main equipment to be used for the construction of the Project - both the Power Plant and the Storage Facility – have not been used previously and are new, manufactured less than 36 months prior to the expected date of commissioning of the Power Plant or Storage Facility, respectively not older than 36 months prior to the expected date of commissioning of the Power Plant or Storage Facility;"
11.	Section 26	lf Investor is an SPV in Moldova owned by two shareholders, can this SPV participate in tender by bringing its technical eligibility from one of its shareholders?	According to provision 26.3 of the tender documentation, an investor can rely on the credentials or experience of an enterprise within its group only if it can demonstrate its effective control over that enterprise or is

				controlled by it, with supporting documents evidencing the existence of Control. Accordingly, an SPV may rely on a shareholder's experience where the shareholder exercises Control, as defined in the tender documentation, and the required control evidence is provided. To contribute to the technical experience or other qualification criteria, a consortium member must hold at least 20% participation in the Consortium (as per Section 26.1(b)). A consortium member with a share below 20% can participate in the consortium but cannot put its experience forward to fulfil the technical experience or other qualification criteria.
12.	p. 35.2.(l)	a)	In the event that a member of the Consortium has technical and executive experience in the development and completion of wind projects ≥4 MW, namely, has played a leading role as a contractor (general contractor), what specific documents can be used to demonstrate this relevant experience? In the situation described above, what documents can be submitted and accepted as proof of experience? (O&M contracts, handover certificates, tax invoices, reports, etc.)?	According to Section 35.2.(l), to demonstrate previous technical experience, the Investor must submit the following supporting documents: • list of wind power plants that have been developed or are operated by the Investor and that use renewable energy; • valid certificates of placing in service or any other similar document. If the power plants were developed in the Republic of Moldova, the investor shall submit the Compliance Act (Act de Corespundere) issued by ANRE (until Law No. 164/2025 on electricity comes into force) or by the system operator, confirming that the power plant was put into operation; For each wind power plant, the Investor must provide: 1) Operation and maintenance agreement, asset management agreement or other relevant agreements, in which the Investor is listed as a service provider or contractor; 2) If the Investor was the main contractor for a project company and outsourced the operation and maintenance services, it must provide the main operation and maintenance contract with the project company. In the scenario provided, a consortium member performed design, installation, connection, commissioning, but is not the holder and beneficiary of the connection notice for that past project. The tender documentation allows demonstration of experience through the documents above, provided the consortium member can evidence its role as service provider or contractor and provide commissioning or placing-in-service (or similar) documentation for the relevant plant. Additional documents (such as handover documents, tax invoices, minutes, etc.) may be attached as supporting context, but they do not replace the documentary evidence expressly required in Section 35.2(l). c) The tender documentation does not require subcontractors to be members of a consortium. It expressly clarifies that the restriction on participating in more than one bids does not apply in the case of subcontracting, and the same subcontractors may participate in more than one bids of more than one Investor (Section 26.2). However, in case of
		b)	If the project is carried out with the participation of subcontractors (EPC, general contractor, specialized contractors), please clarify whether these subcontractors must be included in the Consortium.	

			relying on an entity's experience to satisfy the admissibility criterion on previous technical experience, where an Investor participates as a consortium, a consortium member has to have at least a share of 20% in the consortium to contribute to the experience criterion.
		Tender guarantee and performance guarantee; bankability, price and currency risk	
13.	Section 25 and Annex no.5	For the calculation of the amount of the Tender Guarantee that needs to be submitted by the Investor according to the form in Annex no.5 of the tender documentation, does the bid capacity include only the capacity of the Onshore Wind Power Plant, without adding the capacity of the Storage Facility?	Yes, the Tender Guarantee is only based on the offered capacity of the wind power plant (proportional to the capacity – total or partial - for which support is being sought through the bid).
14.	Annex no.11	For the calculation of the amount of the Performance Guarantee that needs to be presented by the Investor according to the form in Annex no.11 of the tender documentation, does the auctioned capacity include only the capacity of the winning awarded onshore wind power plant, without adding the capacity of the additional storage facility?	Yes, it only includes the RES awarded capacity.
15.	Section 25 and Annex 13	**Bankability, price and currency risk.** ***1.1.*** Why is the price of CfD expressed in MDL/kWh, although project financing is almost exclusively in EUR? ***1.2.*** How is currency risk managed during the 15 years of the CfD scheme? ***1.3.*** Why the EUR and inflation indexation mechanism is not explicitly included in the PPA contract. ***1.4.*** Please clarify whether the financial guarantee for participation in the auction can be constituted directly in EUR.	1. The ANRE Decision 375/2017, which governs the annual adjustment of fixed prices under the PPA and CfD, is expressed in MDL, not EUR. As a result, the PPA and CfD are also denominated in MDL. 2. In line with ANRE Decision 375/2017, the fixed prices under the CfD are updated annually in line with the evolution of the exchange rate between the MDL and USD. ANRE is intending to change this mechanism, to index future changes to the exchange rate between MDL and EUR. Given that the indexation to USD is also mentioned in Articles 34 and 37 of the Law No. 10/2016 on renewable energy, a change to legislation is required to implement this change in indexation. **3.** Under the PPA (see Annex 13 of the Tender Documentation, Article 7.5.), electricity prices are adjusted annually in line with ANRE Decision 375/2017. 4. Based on articles 25.1, 25.2, 25.2.1. of the tender documentation, the Tender Guarantee can be submitted in EUR or USD if it comes from an internationally recognised financial institution. If the bidder submits this guarantee in EUR or USD, they must

			consider the exchange rate published by the National Bank of Moldova on the date of the submission. If the guarantee comes from a Moldovan bank, it can only be submitted in MDL.
16.	Section 25	In a scenario where a technical offer is accepted, a bidder is placed in the waiting list and after selected, will such selected bidder's participation guarantee forfeited in case of refusing executing the PPA?	By combining the provisions of point 58(3) with point 60 of the Regulation approved by Government Decision No. 690/2018, the bid bond shall be returned to the investor within 30 days from the date on which the investor was not announced as the winner of the auction. Inclusion in the waiting list does not automatically qualify the bid as the winner. Therefore, the bid bond shall be returned to the investor within 30 days from the date on which the investor was not announced as the winner of the auction. To provide additional clarity, the Tender Documentation shall be amended as follows: 25.8 The Tender Commission shall return the Tender Guarantee submitted by the Investors included on the waiting list, in accordance with point 25.4 letter c) of the Tender Documentation. If the Investor on the waiting list accepts the Allocated Capacity, in accordance with the provisions of point 42.4 of Section 42, the Investor shall not be required to submit a new Tender Guarantee, provided that the Performance Guarantee is submitted within the deadline set out in point 47.4 of Section 47. By way of derogation from the provisions of the preceding paragraph, if the Investor participates in the tender based on a roadmap and has previously withdrawn the Tender Guarantee, the Investor shall be required to resubmit the Tender Guarantee, limited to the Allocated Capacity, within 10 working days from the date of reconfirmation of the bid. At the same time, the Investor shall be required to provide the performance guarantee of the contract, under the conditions and within the deadline set out in point 47.4 of Section 47.
17.		Will the template CFD - not available- regulate its key provisions mirroring the PPA - termination, force majeure, LDs, etc? If not, under what grounds can it the performance bond be executed if the skidding CFD and PPAs differ significantly?	The CfD is supposed to be commercially equivalent to the PPA, and is supposed to maintain the balance of benefits, rights, responsibilities, risks and compensation included in the PPA.
18.	Section 25 and Annex 5	As for the Tender Guarantee, are there considered step-in rights for international lenders? Are EIB comfort letter a valid form of the Tender Guarantee?	Annex 5 of the tender documentation provides the form for the Tender Guarantee and the tender documentation indicates the necessary requirements in connection therewith. The Tender Guarantees provided by bidders should not differ substantially in form or content from the provided form. The question on step-in rights in unclear in the context of the Tender Guarantee.

19.	Section 26 and p. 6.3, Annex 5	**Bid bond in the case of bids submitted by the Consortium** If the Consortium submits two bids, is it required to submit two bid bonds or just one? If the Consortium is required to submit two separate tender guarantees, please confirm whether it is permissible for: • for **Bid No. 1,** the bid bond to be established and submitted by SRL "X"; • for **Bid No. 2,** the bid bond be established and submitted by **SRL "Y",** each in direct connection with the corresponding project. Please also indicate whether there are any: • special requirements or or particularities regarding the and presentation of tender guarantees in the case of tenders submitted by a Consortium.	According to Article 6.3 (i) of the Tender Documentation, each bid must be accompanied by a separate Tender Guarantee. We also draw attention on articles 6.3.1 and 6.4 that must be observed. The guarantee must be established in the name of the consortium and submitted by the consortium leader. As a result, the same entity (the consortium leader) must submit both guarantees in the case described and the guarantees must each be issued for the consortium. The Tender Guarantee and Performance Guarantee should state the name consortium as the party requesting the issuance of the guarantee to the bank (as the consortium is treated similar to an individual investor). Where the consortium agreement expressly stipulates that the bid bond and performance bond shall be submitted by a specifically designated member, it shall be permissible for those members to submit the bonds on behalf of the consortium.
20.	Section 26, Annex 5 and Annex 11	In case of a Consortium, will Bid and Performance Bonds be on Consortium Leader name or Investor meaning the Consortium- association of both parties?	The Tender Guarantee and Performance Guarantee should be issued in the name of the consortium as the consortium is treated similarly to an individual investor. Where the consortium agreement expressly stipulates that the bid bond and performance bond shall be submitted by a specifically designated member, it shall be permissible for those members to submit the bonds on behalf of the consortium.
21.	p. 25.6	**Offer validity / bid security vs Roadmap deliveries:** If documents can be delivered later via Roadmap, confirm whether **bid security must be extended beyond offer validity** and whether there is any **substitution mechanism** to avoid simultaneous lock-up of multiple guarantees (bid + performance).	According to the tender documentation, the Tender Guarantee must be extended by the winning bidder if the bidder is using a Roadmap. Tender documents do not envisage a substitution mechanism in this case. The Tender Guarantee is returned when the documents under the Roadmap are provided.
22.		On the possibility of the remuneration in Moldovan lei being adjusted to USD following and amendment of the ANRE regulations, will this change be applicable to the full term of the PPA / CFD tenor? What will be the mechanism and timeline for its implementation?	The strike price is defined in MDL linked to the evolution of the exchange rate between MDL and USD, in line with ANRE Decision No. 375/2017, which stipulates that the strike price is updated annually to reflect changes in the exchange rate between MDL and USD.
23.	Section 25 and 48	When calculating the amounts of the letter of guarantee, will only the installed capacity of the wind power plant (MW) be considered, or will the wind power plant and the storage system be considered together?	Tender guarantee is calculated as 249.61 MDL/kW for the tendered capacity of the power plant. Performance guarantee must have a guaranteed minimum value of 1248 MDL/kW of supported capacity of the

			wind project. The storage capacity is not added to the kW basis for calculating these guarantees.
24.	Section 25	Clause 25.6 provides that if an investor wins the tender with Roadmap, its Tender Guarantee will be retained with Performance Guarantee, this condition creates double guarantee, could it be possible to update this clause as replace Tender Guarantee with Performance Guarantee when an lnvestor is announced as winner?	The Tender Guarantee is retained given the existence of the roadmap that allows the Investor to still participate in the tender although not all the permits are being obtained for the project. If a winning bidder uses the roadmap, this entails more uncertainty for the Government relative to a winning bidder who does not use the roadmap. Retaining the Tender Guarantee compensates the Government for this added uncertainty and serves as an incentive for the bidder to submit all roadmap documents. The bid bond shall be returned when the last document included in the roadmap is present.
		PPA and CfD terms	
25.	Annex 13	Is the CFD contract template to be signed by the Large Eligible Producers available to be checked? If so, please provided	The tender document includes the model regulated PPA (Annex 13), which will be converted into CfD within 6 months, provided the legal conditions set out in art. 38[1] of Law no. 10/2016 are met. These include operational day-ahead market, and establishment of price for each trading interval on the day-ahead market for the last 6 consecutive months. The model CfD is not yet available. ANRE will adopt the model CfD in 2026, which will maintain the balance of benefits, rights and responsibilities, risks and compensation included in the PPA.
26.	N/A	Is the strike price indexed to inflation? If yes, how?	No, the strike price is not indexed to inflation. The strike price is linked to the evolution of the exchange rate between MDL and USD, in line with ANRE Decision No. 375/2017, which stipulates that the strike price is updated annually to reflect changes in the exchange rate between MDL and USD.
27.	N/A	Will the CfD compensate during negative-price hours?	The tender documentation does not include provisions on negative prices. Thus, during the PPA period, nominations in periods with negative prices will be remunerated at the fixed price. Furthermore, Law No. 10/2016 on the promotion of the use of energy from renewable sources stipulates that a contract for differences—a contract signed between the large eligible producer and the central electricity supplier, whereby the large eligible producer selling the electricity produced on the wholesale market is guaranteed positive or negative differences through a variable premium, between the market price and the fixed price or the exercise price established in the auction procedures, in accordance with this law;
28.	N/A	We understand that under the fixed price/variable premium sliding premium CfD mechanism for the 170 MW tender, when the electricity reference price (day-ahead market price) turns negative (e.g., -€10/MWh): Option 1: Are CfD payments suspended entirely, and the project receives €0/MWh (no payout, no clawback)? Option 2: Do CfD settlements include clawback—the project pays the CfD Counterparty the difference (strike price – negative reference price)? Option	The tender documentation does not include provisions on negative prices. Thus, during the PPA period, nominations in periods with negative prices will be remunerated at the fixed price. Furthermore, Law No. 10/2016 on the promotion of the use of energy from renewable sources stipulates that a contract for differences—a contract signed between the large eligible producer and the central electricity supplier, whereby the large eligible

		3: Are negative price intervals excluded from the calculation period (no kWh counted, no revenue or clawback)? Please also clarify if negative prices are defined as day-ahead settlement prices or real-time balancing prices.	producer selling the electricity produced on the wholesale market is guaranteed positive or negative differences through a variable premium, between the market price and the fixed price or the exercise price established in the auction procedures, in accordance with this law;
29.	N/A	**CfD reference price definition:** Specify the **exact reference price** used in CfD settlement (market, source, time resolution), plus the **fallback rule** for intervals/days with **no trades**.	ANRE is in the process of drafting the CfD contract which will be finalised in the course of 2026. In preparing the CfD contract, ANRE will follow the principle of commercial equivalence of the PPA and the CfD contracts as per the provisions of art. 38([1]) of law no. 10/2016 (as indicated in the note included in the draft PPA in Annex 13).
30.	N/A	**CfD in negative/near-zero price scenarios:** Specify settlement rules (floors/caps, payback mechanics, suspension rules), since this materially changes bankability and downside risk.	ANRE is in the process of drafting the CfD contract which will be finalised in the course of 2026. In preparing the CfD contract, ANRE will follow the principle of commercial equivalence of the PPA and the CfD contracts as per the provisions of art. 38([1]) of law no. 10/2016 (as indicated in the note included in the draft PPA in Annex 13).
31.	N/A	Regarding market operability and transition from PPA to CfD, is there a formal procedure or publication confirming that liquidity criteria are met?	The exact logistics and formalities of the transition from the PPA to the CfD regime will be confirmed by the ANRE.
32.	N/A	Are there restrictions on selling into specific markets (e.g., cross-border trading) under the CfD regime?	ANRE is in the process of drafting the CfD contract which will be finalised in the course of 2026. In preparing the CfD contract, it should be considered if any trading restrictions will be imposed in view of any applicable state-aid regulations.
33.	Annex 13	**OPEE vs OPEM (and "validator" role):** The CAEE template references **"Operatorul Pieței Energiei Electrice (OPEE)"** for validation and data flows—please confirm the **correct legal entity/acronym** and publish a corrected version of annexes/contract if needed. Central supplier under CAEE C future CfD (legal name + mandate): The CAEE template leaves core Buyer identification fields blank, and the tender text references a "central supplier" without naming the entity—please confirm **the exact contracting counterparty**, its designation act, and signing authority. rigger ("liquid market"): Define **measurable criteria** for "liquid intraday market" and the **formal act/authority** that confirms the switch date (automatic vs amendment vs Government/ANRE decision).	The Operatorul Pieței Energiei Electrice is the Romanian version of Electricity Market Operator, and the abbreviation "OPEE" is used in both the English and Romanian versions of the tender documentation. The same abbreviation is employed to avoid any confusion in both versions of the documentation. Regarding the PPA model and the central electricity supplier, please note that, in accordance with Government Decision No. 885 of 1 November 2017 on the designation of the central electricity supplier, the state entity Energocom has been appointed as the central supplier. Furthermore, Law No. 10/2016 on the promotion of the use of energy from renewable sources defines the notion of central electricity supplier as an entity responsible for purchasing electricity volumes from all eligible producers, in accordance with the Electricity Market Rules, under regulated contracts for the purchase of electricity from renewable sources, until the establishment of an organized electricity market pursuant to Article 381(1), as well as for purchasing electricity volumes from small eligible producers who have been granted such status within the status confirmation procedure, and who act as counterparties to the contracts for

			differences signed with large eligible producers designated as winners of the tenders, after the creation of organized markets. Regarding the last two questions, please refer to the Electricity Market Rules approved by ANRE Decision No. 283 of 7 August 2020, with subsequent amendments.
34.	Annex 13	Bankability of the PPA / CFD contracts. Banks will need to analyse both documents. Can them be provided? Is there any mandatory deadline for the replacement of the PPA for the CFD or the 2 years period is only indicative?	The tender document includes the model regulated PPA (Annex 13), which will be converted into CfD within 6 months, provided the legal conditions set out in art. 38^1 of Law no. 10/2016 are met. The model CfD is not yet available. ANRE will adopt the model CfD in 2026, which will maintain the balance of benefits, rights and responsibilities, risks and compensation included in the PPA as per the provisions of art. 38^1 of law no. 10/2016 (as indicated in the note included in the draft PPA in Annex 13).
35.	N/A	Regarding Contract of Differences does it mean that if market price is higher than fixed price offered by Investor, this contract pays the difference between market price and fixed price? Does it also mean that if market price is lower than fixed price, fixed price will be still applicable to the Investor?	The tender documentation defines the CfD as ensuring positive or negative differences, by means of a variable premium, between the market price and the fixed or strike price set in the tender procedure. When the market reference price is below the strike price, the investor receives a positive premium. When the market reference price it is above the strike price, the investor pays back the negative difference, as per CfD terms.
		Roadmap and project maturity	
36.	Sections 36-40, Annex no.8	Since the obligation to build a Storage Facility recently appeared at the announcement of the tender as an additional obligation meant to contribute to the balancing of the entire energy system of the Republic of Moldova, not being based on any predictable and bankable commercial coverage, we request clarification and, as the case may be, the modification of the tender documentation in the sense that both qualification criteria of the technical bids (Sections 36-40 of the tender documentation), as well as the roadmap according to Annex no.8 to refer exclusively to the Wind Power Plant as a basic project for which the status of large eligible producer is offered, the Storage Facility to be the general obligation of the Investor. In this regard, we consider it appropriate to present the roadmap in case there is a lack of supporting documents to demonstrate compliance with technical qualification criteria at the Power Plant, not the Storage Facility.	The auction is designed to grant support to wind generation assets as long as the Investor also commits to develop, build and operate a storage facility (with the required sizing and configuration) which is aggregated with the RES generation in a single Project. Consequently, all qualification criteria apply to both RES generation and BESS as both of them as a single Project must be commissioned in the set timeline. If not all of the required permissive acts or documents showing compliance with the qualification criteria in sections 36-39 of the Tender documentation are available for both the wind farm and the storage facility, a roadmap must be presented as the Government must have the security of due delivery for both of them. Having said that, the current auction is designed for participation of wind and BESS and the technical requirements refer to both elements as a whole.
37.	Sections 36-40, Annex no. 8	**Project maturity and 'roadmap'.** ***1.5.*** Why is it allowed to participate in the tender of projects in an early stage of development, being sufficient to present a "Roadmap", without	To encourage broad participation, the tender rules allow bidders to participate even if certain permits were not obtained by submitting a roadmap of steps and dates to obtain. According to p.43(2)-(7) of the current version of the GD 690/2018, the investor can submit a roadmap in case it does not have the following documents:

		firm authorization or connection documents? ***1.6.*** What concrete guarantees are there that projects based exclusively on the "roadmap" will materialize and will not lead to the blocking of assigned capacities or speculative offers? ***1.7.*** Why is the mature project criterion not introduced, with the possibility of fixing minor gaps within 3–6 months, according to regional practices?	• gid connection permit; • the power plant location plan, including access roads; • the list of land/plots required for the location of the power plant(s); • proof that the investor holds the ownership right or a right of use over the land for the design, construction, installation, operation and maintenance of the project, in accordance with the requirements set out in the tender documentation and, where applicable, proof of the change of use of the agricultural land; • the environmental permit. The draft model of the roadmap is provided in Annex 8 of the tender documentation, according to art. 40(10) of the GD 690/2018. In the event the investor uses a roadmap, the Tender Committee holds not only the performance guarantee but also freezes the tender guarantee until the roadmap obligations are fulfilled. This flexibility attracts more bidders and at the same time discourages speculative bids, which is backed by legally binding roadmap deadlines, quarterly reporting obligation and retention of the tender guarantee. Failure to meet roadmap deadlines can result in withdrawal of the Large Eligible Producer status with the support scheme and forfeiture of the tender guarantee.
38.	Annex 8	In the context of the elaboration of the roadmap and the action plan, documents that are an integral part of the bid to be submitted within the tender procedure for offering the status of large eligible producer, please provide us with the following clarifications in the sense of the tender documentation. Taking into account the fact that the connection to the National Electricity Network (REN) can be achieved by: a) Construction of a new Stasia b) Renovation, modernization or reconstruction of an existing transformer substation, Please let us know if the renovation, upgrade or reconstruction of an existing transformer station needs to be found separately in the roadmap and action plan. If this action needs to be specified separately in the roadmap and the action plan, such wording would be permissible: "Making the connection to the National Electricity Network by modernizing, renovating or reconstructing an existing transformer station, as well as by building the related connection infrastructure, in accordance	The tender documentation includes in Annex 8 the type of information that needs to be included in the Roadman and such details on the works in the grid operator station are not included. The type of grid related documents and information are included in Annex 8 points 1a and 1b. From a technical qualification criteria perspective, you must ensure that the equipment used for the power plant and storage facility are new, manufactured not less than 35-months before commissioning (including internal transformation stations). The existing station of the TSO/DSO and works related to accommodating additional capacity in such existing stations are not included in the scope of the requirement.

		with the connection permit and the approved technical documentation." At the same time, please specify whether: 1. such a form complies with the eligibility and evaluation requirements set out in the tender documentation; 2. There are specific requirements in the tender documentation on how to reflect the modernisation/reconstruction works of an existing station within the connection infrastructure.	
39.	Annex 7 and Section 3	If the storage system is to be installed in a location separate from the generation facility: • will it be necessary to provide a separate Roadmap for storage? • Will it be necessary to indicate the need for a Connection Notice (AR)? • If a CA is required for storage, and a CA is available for generation, what will happen if the CA for storage is not issued but the generation facility is built? • Under what terms will the AR be issued? The order and purchase of the storage system depend on this. If the storage system is to be installed in the same location as the generation facility: Will it be necessary to include the need for a separate AR in the Roadmap? With a high-capacity AR connected to 110kV, and the construction of a 110/10 kV electrical substation, can the investor submit 2-3 separate bids by dividing the project into 2 or 3 separate projects, ensuring separate accounting by installing 10kV cells for each project? This will allow marginal bids to be divided into a smaller capacity project without affecting the other projects.	The roadmap template (Annex 8) explicitly covers both assets and includes separate rows for the connection documents that may be relevant to the power plant and/or the storage facility. The investor is free to use either a single roadmap or two separate ones—one for the wind farm and one for storage—as long as both assets are included and fully covered with respect to the qualification criteria in the tender documentation. Section 39 of the tender documentation requires evidence of the reliability of the grid connection for both the power plant and the storage facility. If the BESS is located on a separate site with a different connection point, a separate connection permit must be provided. The tender documentation allows a co-located configuration “behind a single physical grid connection point”, in which case the same connection permit can be used. Separate commercial registration points (metering) must still be provided for the power plant and the storage facility, but an additional connection permit is not required, provided that the existing permit covers both the power plant and storage facility at the single connection point. However, if you choose co-location with different grid connection points, then each point requires its own connection permit. The Commercial Operation Date (COD) of the project is defined as the date on which both (i) the power plant and (ii) the storage facility are commissioned; if they become operational on different dates, the COD is the later of the two dates. Bidders must reach COD (i.e., have both assets in operation) within 36 months from the government decision granting the status of a large eligible producer; otherwise, the status may be revoked (subject to a possible extension mechanism). Therefore, building only the power plant without storage (e.g., due to delays in the connection permit for storage or other reasons) means COD is not achieved; failing to meet the deadline carries the risk of status withdrawal and loss of the guarantee.

			If the investor commissions the storage system before the power plant is operational, they may initiate commercial operation of the storage facility. This provision applies exclusively to the storage facility. The tender documentation defines a "proposed site" as a separate location only if it corresponds to a single grid connection point, regardless of the number of construction permits used. If you intend to place 2–3 projects behind the same 110 kV connection point (even with separate 10 kV or 35 kV cells, and separate accounting and metering), these are not considered separate proposed sites according to the tender definition. The principle of multiple bids allows an investor to submit several bids, provided that each project is located at a different proposed site (i.e., a different connection point). Dividing a power station connection into multiple internal 10 kV cells does not meet this tender requirement.
40.	P. 40 and p.25.6	Please explain how the Auction Commission or, as the case may be, the competent bodies (Ministry of Energy, ANRE, etc.) will deal with the situation in which the winning bid was based on the presentation of a Roadmap in accordance with the provisions of point 40.1 of the Tender Documentation with the assumption of the obligation to obtain, based on an action plan, in which indicative deadlines for the implementation stages were indicated, but the achievement of these stages took place in a shorter period than the one indicated (i.e. bringing forward the implementation stages compared to the assumed indicative data).	In the event the winning bidder brings forward the implementation deliverables under the roadmap compared to the indicative deadlines stated in the action plan, such investor is expected to notify the Ministry of Energy of his earlier completion by means of a quarterly report and provide the missing documents for examination. The Tender Guarantee can then be returned, provided the Ministry of Energy confirms in writing duly and timely submission of all Roadmap documents.
41.	Annex no.8 point 3 a)	According to this qualification criterion point 3 a) of Annex no. 8 regarding the roadmap, the following must be submitted: *The environmental agreement or, as the case may be, the preliminary environmental impact assessment decision by the Environmental Protection Agency or any other competent authority, including the environmental impact assessment program, in accordance with Law no. 86/2014, with subsequent amendments, or any other applicable relevant environmental laws.* **Question:** in order to satisfy this qualification criterion, it is necessary to submit the above-mentioned environmental documentation only for Wind Power Plant? It should be noted that according to Law no. 86/2014 annex no. 1 and annex no. 2, the carrying out of the electricity storage activity is not found in the list of activities that require prior environmental impact assessment.	According to the position of the Ministry of Environment, any applicant intending to develop energy storage facilities, even if they consider that these are not listed in Annex 2 of Law 86/2014, is required to submit a request to the Environmental Agency to determine whether the activity falls under those subject to environmental impact assessment. This procedure aims to prevent difficulties at later stages of obtaining urbanism documents and construction permits, including: • obtaining the urbanism certificate; • the design phase; • obtaining the building permit. All environmental impact assessment documents will be included in the above-mentioned urbanism documentation. This obligation is expressly provided in the Urbanism and Construction Code No. 434/2023, in Articles: 104(6), 105(2)(b), 107(4)(c), 127(2)(m), 148(1)(i), among others. Depending on: • the location of the facilities;

			• their size; • the project stage (whether wind or photovoltaic installations are already built or not); • any previous assessments conducted on energy generation facilities, the Environmental Agency will determine the procedure to be applied: • Simplified assessment procedure, with the issuance of a notification, in accordance with Art. 7(1^1–1^2) and Art. 10(7^1) of Law 86/2014, or • Preliminary assessment, followed by a decision on whether a full environmental impact assessment is required. The method of submitting the request by the applicant will be determined by the circumstances listed above. The schedule for conducting the environmental impact assessment is prepared only if it is decided that the assessment is necessary, following the full legal procedure, including public consultations and the assessment report.
42.	P. 40 and Annex 8	If participation in the tender is based on a roadmap, and the specified permit periods are exceeded in the subsequent process, will it be possible to revise the roadmap and continue and complete the project?	The investor undertakes to submit a roadmap for obtaining the missing documents required for the development and operation of the power plant and the storage facility, based on an action plan in accordance with Annex 8. The tender documentation does not provide for an automatic right to revise the deadlines in the roadmap. However, it is important that the project is completed and commissioned within 36 months from the date of publication in the Official Monitor of the Government Decision granting the status of large eligible producer. Therefore, the Tender Guarantee will only be returned once all the documents included in the roadmap have been submitted.
43.	Sections 3 and 5	Could any operational wind power plant participate in tender?	No. The tender's objective is to contribute to the development and construction of new power plants and storage facilities. Already operational existing wind power plant(s) are excluded from participation in this tender.
44.	Annex 8	Regarding time limit of Roadmap 2.a-b-c related to land, can you please define the period as 12 months rather than 9 months?	The tender documentation has been revised in this regard by replacing the text „A period between 9–12 months from the estimated date for the submission of applications and bids is recommended."
		COD, delays and extensions	
45.	Section 3 and p. 51.1(4)	**COD definition ties wind + BESS:** If wind is ready but BESS is delayed, clarify the **exact contractual consequences** (support start date, penalties, guarantee enforcement, whether partial commissioning is recognized).	Pursuant to the tender documentation, COD is achieved only when both the wind farm and BESS are commissioned. The tender documentation defines "***The date of commercial operation*** *means, in relation to a*

			Project, the date on which both (i) the Power Plant and (ii) the Storage Facility forming part of the same Project have been commissioned and entered into commercial operation, in accordance with the applicable legislation, the Electricity Network Code and the PPA. For the avoidance of doubt, if the power plant and the storage facility are commissioned on different dates, the date of commercial commissioning will be ***the later of these two dates****, as attested by the relevant certificates of commissioning and/or conformity*." Even if the wind farm is commissioned but the BESS commissioning is delayed, the support scheme start is delayed but the 36-month deadline for commissioning continues to run. Failure to bring both assets into operation by the deadline (plus additional extension of 24 months (if granted) may lead to withdrawal of Large Eligible Producer Status (please refer to article 52.1 (4)) and forfeiture of the Tender Guarantee. Furthermore, the amount of the Tender Guarantee shall be returned in accordance with point 122 of Government Decision No. 690/2018.
46.		Is carrying out the implementation stages (obtaining permissive documents, purchasing equipment, carrying out construction works, connection to the electricity grid, commissioning) considered a non-conformity, or, on the contrary, is it admissible and accepted in the context of the procedure and the subsequent contract?	Carrying out implementation stages – obtaining permits, land preparation, equipment procurement, construction works, grid connection steps – is admissible and expected as part of normal project implementation and not considered a non-conformity or deviation. The commissioning of the power plant(s) is allowed within the time period between the bid submission deadline and the performance guarantee submission deadline, provided that a confirmation document issued by the system operator is presented, in accordance with the Regulation on Connection to Electric Grids and the Provision of Electricity Transmission and Distribution Services, approved by the Board of the National Agency for Energy Regulation, as provided under point 118 (2) of the Regulation approved by Government Decision No. 690/2018. In any case, the bid must comply with all the admissibility and technical qualification criteria on technical conformity, land eligibility, environmental protection and grid connection.
47.	p. 52.1(4)	What threshold (e.g., >30 days' delay) triggers LD waiver, and who adjudicates force majeure claims?	If the question relates to delays in achieving COD, there is no delay threshold or liquidated damages payable for intermediary thresholds. Failure to bring both assets into operation by the deadline (plus additional extension of 24 months if granted) may lead to withdrawal of Large Eligible Producer Status (please refer to article 52.1 (4)) and forfeiture of the Tender Guarantee.

			The 36-month deadline may be extended by the Government for up to 24 months if the delay is due to justified reasons not attributable to the Investor. Justified reasons not attributable to the Investor must be declared, notified and proved by the Investor.
48.	Section 43	Besides the financial offer, in terms of the general term of 36 months to reach COD, is there any advantage if you reach an earlier COD? Please confirm	The Tender Documentation contains no incentives or scoring advantages for early commissioning of the Project (wind + BESS) as the 36-month deadline is a maximum deadline for COD and not a ranking criterion. Bids are allocated exclusively on the lowest price criterion.
49.		About the COD timeline extensions, what conditions qualify as "justified reasons not attributable to the producer" for up to 24-month extension? Will delays in permits be considered valid grounds?	Please refer to article 37 para. (11) of Law 10/2016 on renewable energy (as amended) providing that "*The commissioning deadline of the power plant established in this paragraph may be extended by the Government, in the case where the status of large eligible producer is granted within the tender procedure, by up to 24 months, if the respective power plant cannot be commissioned for justified reasons not attributable to the eligible producer, such as the impossibility of connecting the power plant to the electricity grid due to the failure of the transmission system operator or the distribution system operator to comply with the deadlines regarding the development of the electricity grid according to the development and investment plans or according to the procedure established in Article 28(61), delays by the system operator in executing and commissioning the connection installation under the connection contract, or in the presence of a justifying impediment (force majeure conditions) and circumstances not attributable to the eligible producer.*" Similarly point 123 of GD 690/2018 expressly states which cases are qualified for prolongation of the deadline with 24 months. In particular: *123. The term for commissioning the power plant for the production of electricity from RES, indicated in point 116 subpoint 3), may be extended by the Government in the event of offering the status of large eligible producer within the auction by up to 24 months, if the respective power plant cannot be commissioned for justified reasons, not attributable to the large eligible producer (**lack of possibility to connect it to the electricity grid due to failure by the transmission system operator, the distribution system operator to comply with the deadlines for the development of the electricity grid; delay by the system operator in the execution and commissioning of the connection facility according to the connection contract or under the conditions of an impediment justifying the non-execution of the obligation**).*

50.		After the signing of the contract, a period of 36 months is granted for the commissioning of the project. What conditions are required to request an extension of this period by an additional 24 months?	The Tender Documentation sets the commissioning deadline as 36 months after the Government Decision granting the Large Eligible Producer status is published in the Official Gazette, and confirms this deadline may be extended by the Government for up to 24 months if the project cannot be put into operation for justified reasons not attributable to the Large Eligible Producer (e.g.: the inability to connect it to the power grid due to the transmission system operator's failure, the distribution system operator's failure to meet deadlines for developing the electrical network; the delay by the system operator in executing and commissioning the connection installation according to the connection agreement or in the presence of an impediment that justifies non-fulfilment of the obligation), in line with p.123 of the GD 690/2018. If the power plant and storage facility are not put into operation within the 36 months or any extended deadline agreed by the Government, the large eligible status shall be withdrawn by the Government Decision.
		Grid connection, network access, balancing and metering arrangements	
51.	Section 39	With reference to the connection notice, in accordance with item 39.1. of the tender documentation, *the Investor must demonstrate the reliability of the connection of the Power Plant(s) and the Storage Facility to the electricity transmission or distribution networks.* At the same time, according to item 39.2. a) of the documentation, *for cases where consolidation or modernization works of the power grid are not required, to present the valid Connection Notice issued by the system operator to whose networks* ***the respective Power Plant*** *will be connected.* As a supporting document according to item 39.2. from the tender documentation on the demonstration of the reliability of the connection to the electricity transmission or distribution networks, the connection notice for the Power Plant is provided. At the same time, in Annex no.7 item 4.1. letter c), as well as Annex no.8 item 1 a) refers to the connection notice for the Storage Facility. Taking into account the fact that the Storage Facility will not inject into the grid simultaneously with the Wind Power Plant, **we request that the accommodation of the storage power within the limit of the connection permit for the Power Plant be accepted, without the need to obtain an additional connection permit or increase the capacity of the existing one.** The request for connection permits for both the Power Plant and the Storage Facility that comes with the basic offer, in the last stage of the auction,	Irrespective of whether or not the Storage Facility connection permit is included in the Power Plant connection permit or issued separately, the bidder needs to provide the corresponding documentary evidence that the storage capacity can be connected, or use the Roadmap for the timeline for the provision of storage grid documentation The investor will need to contact the system operator in order to modify the connection permit.

		introduces additional obligations for Investors, practically impossible to fulfill. We mention that the TSO does not issue connection permits at the same connection points where permits for power plants have already been issued. This means that if Investors request new approvals in other areas, it is practically impossible to obtain both TSOs and ODS approvals with guaranteed capacity. Moreover, the Investors, in addition to the cost of the Storage Facility which must be fully borne without any commercial coverage, are also obliged to bear the cost of the Connection Facility, which are considerable and impossible to assess at this stage.	
52.	Annex no.7	With reference to the storage facility, can public service obligations be imposed on system operators in relation to granting access to the grid for large eligible producers in accordance with Article 10 paragraph 2 of Law no. 10/2016 on the promotion of the use of energy from renewable sources?	Pursuant to Article 10(2) of Law No. 10/2016 on the promotion of renewable energy use, Government Decision No. 26/2025 was approved, imposing a public service obligation system operators for the purpose of granting access to the grid for renewable energy producers benefiting from the "fixed price" support scheme and for the winners of tenders for the construction of balancing capacities regulates the public service obligation, including for storage facilities We reiterate that capacity allocation in accordance with HG No. 26/2025 will be allocated on a priority basis only for capacity for which the status of large eligible producer has been granted.
53.	p. 40 and Annex 8	**Change of location without changing the connection point.** Is it allowed to adjust the project location on other plots, compared to those declared in the tender, without changing the approved connection point?	The tender documentation does not provide for the possibility of modifying the technical offer after its submission. If the bidder cannot indicate the location of the land related to the project in the technical offer, they shall use the roadmap to specify the location of the project (according to Annex 8). At the same time, the Government Decision on granting the status of eligible large producer does not indicate the location of the project, given that certain circumstances may arise during implementation. In this context, the eligible producer shall submit quarterly reports on the implementation of the project, including any changes to the location, as appropriate.
54.	N/A	**Grid congestion / reinforcement cost sharing / curtailment:** Clarify (i) priority in injection under congestion for projects sharing corridors/nodes, (ii) how **reinforcement costs** are allocated among multiple investors, and (iii) whether there is any **curtailment compensation** logic under the support scheme.	The operation of the projects in the electricity market will be subject to the applicable legislation and relevant grid codes and market rules. These are not specified in the tender documentation and exceeds the functional powers of the Tender Committee
55.	Annex 7	The awarded project must include separate metering for CfD settlement. Is metering mandated at: a) Individual WTG (Wind Turbine Generator) level (e.g., 17 × 10 MW turbines = 17 separate meters)? b) Substation / Medium Voltage (MV)	Please refer to Annex 7, part 3 of the tender documentation for the metering requirements:

		level (centralized at project substation, one meter)? c) BESS output level (separate metering for storage discharge to grid)? or d) Or multiple levels (WTG + substation + BESS)?	• "3.2. At least the following measurement points shall be provided and calibrated in accordance with applicable measurement regulations and electricity market rules: record point of the power plant; and the record point of the Storage facility." • "3.3. Measurement data shall be recorded and made available to System Operators, Contracting Party and Central Electricity Supplier (where applicable) upon granularity of the settlement period to enable: the settlement of the PPA/CfD; imbalance settlement for each balancing group; and verifying that electricity charged from the grid and subsequently discharged is not remunerated as supported generation."
56.	Annex 7	**Imbalance regime and integration of BESS in wind projects.** **1.1.** In view of the ±8% adjustment threshold applicable to the wind source, the BESS installation is mandatory but treated as a separate entity from the wind farm in terms of metering and commercial regime, how can an investor comply with these limits effectively, taking into account the inherently variable nature of the wind resource and the limitations of forecasts? **1.2.** Does it not implicitly follow that compliance with the ±8% threshold is feasible in practice only through the integrated use of the BESS, which is at odds with the separate treatment required by the current framework? **1.3.** In case of exceeding the imbalance thresholds, who really assumes the financial risk, given that the price of the negative imbalance can reach up to 200% of the fixed price, and the positive imbalance is remunerated at a minimum of 50% of the fixed price?	During the PPA period, the power plant shall join Energocom's balancing group in order to be able to receive the support payments, whereas the storage facility cannot be in Energocom's balancing group. During the PPA period, prior to the establishment of the intraday market, Energocom settles imbalances with the TSO as the Balancing Responsible Party (BRP). However, in line with Articles 7.10 – 7.12 of the PPA in Annex 13 of the Tender Documentation, the producer is responsible to for the imbalance payments to the Energocom within the range of defined thresholds. Therefore, Energocom takes on the price risk on the imbalances outside the defined thresholds of imbalance prices.
57.	Annex 7	**BESS metering / separation evidence:** The documentation requires **separate commercial accounting** for non-supported output; please define the **accepted metering architecture**, data flows, and audit evidence for (i) BESS charge/discharge, and (ii) supported vs non-supported generation.	Please refer to Annex 7, part 3 of the tender documentation for the metering requirements: • "3.2. At least the following measurement points shall be provided and calibrated in accordance with applicable measurement regulations and electricity market rules: record point of the power plant; and the record point of the Storage facility." • "3.3. Measurement data shall be recorded and made available to System Operators, Contracting Party and Central Electricity Supplier (where applicable) upon granularity of the settlement period to enable: the settlement of the PPA/CfD; imbalance settlement for each balancing group; and verifying that electricity charged from the grid and subsequently offloaded is not remunerated as supported generation."

58.	Annex 13	During negative price hours, is the award winner obligated to dispatch the wind + BESS project (i.e., generate and feed power to grid even at negative prices), or can the project choose not to dispatch (idle turbines, avoid losses)? If obligated, what loss compensation or emergency relief clause applies?	During the PPA application period, the producer is not obliged to dispatch during hours with negative prices. The CfD is supposed to be commercially equivalent to the PPA, and is supposed to maintain the balance of benefits, rights, responsibilities, risks and compensation included in the PPA.
59.	Annex 13	Under the 170 MW tender's CfD contract, who bears the financial responsibility for balancing costs (Transelectrica imbalance penalties/charges)? Option 1: Does the award winner (project SPV) bear all imbalance costs for deviation between forecasted and actual wind/BESS output? Option 2: Does the CfD Counterparty (State/ANRE) absorb imbalance costs as part of the support mechanism? Option 3: Are imbalance costs shared (e.g., 50/50 above ±5% deviation threshold)?	According to the regulated contract model for the purchase of electricity from the SRE for large eligible producers, the balancing support provided for in Articles 7.10–7.12 of Annex 13 to the tender documentation will only apply until the establishment of the intraday market and the transition to CFDs. Once the intraday market is established and CFD contracts are operational, balancing support for producers will cease.
60.	Annex 7	Given the mandatory 44 MWh BESS, are there financial incentives or penalties for using BESS to reduce wind forecast deviation / imbalance costs? For example: will the BESS only benefit for whatever revenues would bring the free market? Will there be reduced imbalance charges if wind + BESS combined variance is <x%? Are Bonus payments for grid services (frequency regulation, peak shaving) outside CfD settlement only? Or are imbalance costs purely based on wind output only (BESS dispatch not credited for balancing mitigation)?	Please refer to Articles 3.4 and 3.5 of Annex 7 of the tender documentation on balancing group arrangements during the PPA and CfD periods. The support mechanism does not envision any payment for the Storage Facility.
61.	Annex 7	Given the producer is i) on one side obliged to deliver a certain amount of electricity; ii) obliged to comply with the BESS requirements (0.25 MWh per MW awarded), in case of deviations of the estimates for production, could the producer use BESS arbitrage in order to commit to the amount of electricity to which is obliged to the PPA/CfD? To be more precise, in the context of 7.11 and 7.12, can the excess of electricity be transferred to the storage facility? can the shortage of electricity be compensated by the storage facility?	Please refer to Articles 3.4 and 3.5 of Annex 7 of the tender documentation on balancing group arrangements during the PPA and CfD periods: During the PPA period, the Storage Facility and the Power Plant are in different balancing groups, so the Storage Facility cannot offset imbalances from the Power Plant. In addition, please refer to Article 7.13 in Annex 13 on the treatment of balancing under the PPA once the liquid intraday market has been established.
62.	Annex 7	When the bidders expect to have a clear characterization of the needed requirements for the metering? Please also clarify what international metering standards apply (IEC 61000 series, national standards, or Transelectrica requirements)	Please refer to Annex 7, part 3 of the tender documentation for the metering requirements: • "3.2. At least the following measurement points shall be provided and calibrated in accordance with applicable measurement regulations and electricity market rules: record point of the power plant; and the record point of the Storage facility."

			• "3.3. Measurement data shall be recorded and made available to System Operators, Contracting Party and Central Electricity Supplier (where applicable) upon granularity of the settlement period to enable: the settlement of the PPA/CfD; imbalance settlement for each balancing group; and verifying that electricity charged from the grid and subsequently offloaded is not remunerated as supported generation."
63.	Annex 13	How are balancing costs treated if CfD transitions to CfD from PPA (post-Article 38 implementation)? Under CfD, does the sliding premium include or exclude balancing costs, and can the award winner claim reductions for grid services revenue?	According to the model contract, the balancing support provided for in Articles 7.10–7.12 of Annex 13 to the tender documentation will only apply until the intraday market is established. Once the intraday market is established and CfD contracts are operational, balancing support for producers will cease entirely. During both the PPA and CfD periods, the producer may use the storage facility to provide network services.
64.		Validity of the grid connection permit (Aviz de Racordare / Connection Notice) during the auction procedure	The validity of the grid connection permit is a matter of compliance with the specific legislation on grid connection, in particular ANRE Decision No. 168/2019 approving the Regulation on Connection to Electric Grids and the Provision of Electricity Transmission and Distribution Services. Point 38 of the cited Regulation provides that: "By way of derogation from points 36 and 37, for a producer whose status as an eligible producer has been confirmed or granted by a Government or Agency decision, the validity period of the connection permit shall be modified by the system operator and set according to the commissioning date of the power plant, as indicated in the Government or Agency decision." Thus, the current legal framework does not provide for automatic extension of the connection permit for participants during the tender procedure, but only for participants who have won the tender. However, we inform you that ANRE is currently conducting repeated consultations on the draft Board Decision approving the Regulation on Connection to Electric Grids and the Provision of Electricity Transmission and Distribution Services. During the repeated consultation process, the Ministry of Energy proposed adding provisions that would allow the suspension of the validity period of connection permits for projects participating in the tender.

			Accordingly, the Tender Committee will be guided by the provisions of the legally applicable framework at the time of opening the technical bids.
		Storage requirements	
65.	Point 6.3. lit. (iii)	According to item 6.3 of the tender documentation, one of the conditions that an Investor must comply with when submitting several Bids for different Projects is: *for each submitted project, a Storage Facility with a storage capacity of at least 0.25 MWh per MW of the installed capacity of the Power Plant and a nominal power (discharge capacity) of at least 0.125 MW per MW of the installed capacity is added.* **Question:** if a Bid for different Projects is submitted by an Investor can only one Storage Facility located with a Power Plant or being physically separate, but with a cumulative energy storage capacity of at least 0.25 MWh per MW and a nominal power (discharge capacity) of at least 0.125 MW per MW of the cumulative capacity of the Proposed Power Plants be proposed?	Yes, an investor can use the same Storage Facility for two different projects. The Storage Facility must meet the storage capacity requirements for each project, as set out in Article 6.3 (iii) of the tender documentation.
66.	Sections 36-40	**BESS – role, integration and economic sustainability (fundamental issue of the tender).** 1.1 What is the real and priority role of the BESS in the CfD scheme and the tender: • reduction of imbalances generated by wind production, • providing flexibility for the National Electricity System, • or commercial arbitration on the energy market?. 1.2 In view of the obligation to install a minimum storage capacity (0,25 MWh/MW and 0,125 MW/MW), is the BESS considered to be introduced mainly as an instrument to comply with the imbalance regime or as a separate business unit?	The design of the tender is to allow full flexibility of the use of the Storage Facility in the electricity markets. During the PPA period, the Storage Facility's flexibility is somewhat restricted due to the legal requirement to have separate balancing groups for the Storage Facility and the Power Plant. However, during the CfD period, the Power Plant can be in the same balancing group as the Storage Facility. In both periods, the Storage Facility is able to charge from the grid and to participate in the ancillary services and balancing markets, and energy arbitrage.
67.	Sections 36-40	**The status of the technical specifications in the Technical Offer.** Please clarify whether the technical specifications in the Technical Offer (including for BESS) are in principle or constitute firm commitments, as well as under what conditions they can be adjusted subsequently, in the absence of definitive commercial contracts at the time of the tender.	The technical specifications included in the Technical Offer comprising qualification criteria under Sections 36 – 39 of the Tender Documentation cannot be changed after the technical offer submission. Where the bidder is not able to commit to strict technical specifications as part of the Technical Offer, they should use the Roadmap where possible (see Annex 8). Other technical specifications that do not pertain to the qualification criteria under Sections 36 – 39 of the Tender Documentation may be changed as long as they do not impact on the qualification criteria.

68.	Annex 7	For the mandatory up to 44 MWh BESS, is separate metering (a second one) required at: BESS charging point (input from grid or wind turbines)? BESS discharge point (output to grid)? Or both?	Please refer to Annex 7, part 3 of the tender documentation for the metering requirements: • "3.2. At least the following measurement points shall be provided and calibrated in accordance with applicable measurement regulations and electricity market rules: record point of the power plant; and the record point of the Storage facility." • "3.3. Measurement data shall be recorded and made available to System Operators, Contracting Party and Central Electricity Supplier (where applicable) upon granularity of the settlement period to enable: the settlement of the PPA/CfD; imbalance settlement for each balancing group; and verifying that electricity charged from the grid and subsequently offloaded is not remunerated as supported generation."
69.	Annex 13	**Energy acquisition: physical production vs. notified and balanced energy.** It is requested to clarify whether, under the regulated contract, all the electricity physically produced by the plant is purchased or only the energy that is notified, validated and commercially balanced. It is also requested whether the support scheme targets actual production or only energy in line with the net contractual position, taking into account the imbalance regime and the applicable price headings.	For the treatment of electricity produced under the PPA, and whether this is notified, validated and commercially balanced, please refer to Articles 4.1, as well as Articles 7.10 – 7.13 of Annex 13 of the tender documentation.
70.	Annex 7	lf a battery system is installed with a capacity exceeding the capacity offered in the tender, would it be permissible to use the excess capacity to buy electricity from the market, store it, and sell it back to the market?	The tender documentation (notably Annex 7) recognizes that the storage facility may participate in wholesale and balancing markets on a commercial basis, bearing market risk. The support scheme applies only to supported production from the Project's wind power plant(s). Electricity taken from the grid, stored, and later injected is not eligible for the PPA or CfD payments under the state aid support scheme.
71.		ls there a limitation/cap for the capacity of the battery to build/propose in the tender?	The tender documentation sets minimum storage parameters (including at least 0.25 MWh per MW of installed/cumulative wind capacity and a nominal capacity (discharge capacity) of at least 0,125 MW per MW of installed/cumulative capacity of the onshore wind power plant), but does not state a maximum storage size cap. In all cases, any storage configuration must maintain the minimum required parameters for the duration of the support scheme and preserve separation of supported generation from commercial storage activities.
		Consortium bidding	
72.	Section 26, p. 6.3	We intend to set up a consortium consisting of two commercial companies withdifferent shareholders in each limited liability company (LLC "X" and LLC "Y"), each of which holds a valid connection permit for power plants	The Tender documentation allows more than one bid per investor pursuant to the provisions in clauses 6.3 and 28.1, and this should equally apply to both an individual investor and a consortium.

		located in different geographical areas. (structure), Bratara is the actual beneficiary as it holds a stake of more than 25%. We specify that one of the member companies of the Consortium is "BRĂȚARA" S.R.L., and within the of the second company member of the Consortium, "BRAȚARA" S.R.L. is the actual beneficiary, with a shareholding of more than 25% **Submission of multiple bids by the Consortium** In the situation described above, please confirm whether it is permissible for: • a consortium consisting of two companies to submit two separate bids, each bid corresponding to a different project, for which each member of the consortium holds its own connection notice.	On the other hand, clause 26.2 indicates that a member of the Consortium is forbidden to participate in the same auction as individual investor or as member of a different Consortium. Therefore, if the consortium structure is identical (being the same consortium with the same members, same leader etc)), that consortium may submit two separate bids, provided that each bid corresponds to a different project and each bid satisfies all admissibility and qualification criteria independently.
73.	Section 26	**Signing the regulated contract for each bid** Please clarify whether it is permissible for: • the Association Agreement (Consortium) expressly states that: o for Bid No. 1, the signatory to the regulated contract for the purchase of electricity from SRE is SRL "X"; o for Offer No. 2, the signatory to the regulated contract is SRL In the event that both bids are declared successful • what will be the subsequent procedure after the power plants are put into operation in terms of commercial, contractual and accounting relations (invoicing, settlements, tax obligations, etc.), taking into account that one connection notice is for SRL "X" and another on SRL "Y". Are the members of the consortium entitled to regulate these relations independently through the Association Agreement submitted to the Commission as part of the bids?	There is no prohibition for the same Consortium presenting two different Bids to designate different entities as PPA signatories. If both bids are successful, two different PPAs will be signed for each project, with separate invoicing, accounting, tax treatment, imbalance settlement, reporting etc. Internal economic and contractual relations between Consortium members may be freely regulated through the Consortium Agreement as long as the mandatory joint and several liability towards the Government, the lock-in period of one years and the correct designation of PPA-signatory entity in the Association Agreement are observed.
74.	Section 26	**Relevance of participation shares in the Consortium**	The Tender documentation clearly indicates that the members of the Consortium are jointly and severally liable until COD while the Consortium structure must be maintained for at least one year after COD

		Where the Consortium is constituted with the following structure: • SRL "X" — 70% share; • SRL "Y" — 30% shareholding, In the context of point 26.1(d) of the tender documentation: 1) Please specify whether the tender documentation requires Consortium members to regulate internal relations (decision-making, revenue distribution, etc.) within the Consortium after the commercial operation date, in accordance with the Consortium's percentage structure as indicated in the partnership agreement submitted to the Commission. 2) Please indicate in which section of the Tender Documentation it is prohibited to define separately the joint and several liability towards the Government and the competent institutions, by reference to the percentage share, and the description of the process of internal relations between the members of the Consortium in another percentage ratio or through other mechanisms, if this is expressly provided for in the association agreement submitted in the tender.	(lock-in period). Pursuant to clause 26.1(c), the Consortium Agreement must "clearly identify the percentages of participation of each member" and must "indicate in detail the contributions, the list of activities and the tasks and responsibilities of each of the members of the Consortium." It does not impose a percentage-proportional voting or revenue distribution rule. The consortium is free to determine decision-making rules, profit/revenue distribution, and other internal governance mechanisms, provided the Consortium Agreement discloses roles/responsibilities and percentage holdings, and provides clear liability undertaking and bid rules compliance.
75.	Section 26	lf one of the consortium members does not use an electronic signature, is it sufficient to scan and submit its document with a wet signature?	The Tender Documentation allows submission either as a scanned electronic document or an electronic document signed with an electronic signature under Law No. 124/2022 on electronic identification and trust services. Accordingly, if a consortium member does not use e-signature, it may sign with a wet signature and the document may be scanned and submitted, provided the relevant forms and declarations are duly signed. Please note that the forms in Annexes 2–4 must be signed by each member of a Consortium.
76.	Section 26	lf the consortium members do not register in the Republic of Moldova at the participation stage, can they participate in tender without establishing Special Purpose Vehicle ("SPV") in Moldova? lf the consortium is announced as winner, can they establish SPV after Tender?	At participation stage, the admissibility criterion is that the investor is resident or duly registered under Moldovan law or its jurisdiction of origin. The Tender Documentation does not require incorporation of an SPV in Moldova as a precondition to submit a Bid. However, in line with provision 47.1 of the tender documentation and p.100 of the GD 690/2018, legal entities that are not registered in the Republic of Moldova, whose Bids have been declared winners of the tender procedure, within 60 calendar days of the announcement of the results by the Tender Commission, shall be obliged to complete the state registration procedure of the legal entities in the Republic of Moldova and to submit to the Tender Commission the copy of the registration decision or extract issued by the

			registration authority for approval of the decision to grant the Large Eligible Producer status.
77.	Section 26	Clause 26.1.c.v refers to an indication of legal entity in Consortium association agreement to sign PPA, but as Consortium we may join tender without establishing SPV in Moldova before, therefore how should we indicate the name of legal entity? Can you please clarify the requirement?	The consortium agreement must clearly indicate the designated legal entity that will sign the PPA, if the Consortium is declared winner in line with Section 26.1(c)(v) being either one of the members of the Consortium or the legal entity (SPV) incorporated by the Consortium members.
		Cybersecurity	
78.	Point 36.2.	As Law no. 48/2023 on cybersecurity was also adopted with a view to transposing the EU NIS 2 Directive, we ask for clarification as to whether the tender documentation requires that bidders fully comply with the EU NIS 2 Directive and be certified according to ISO 27001?	The tender documentation does not introduce cybersecurity requirements that go beyond those already established in the legislation of the Republic of Moldova. Law No. 48/2023 on Cybersecurity—which partially transposes EU Directive 2022/2555 (NIS2)—constitutes the main regulatory framework governing cybersecurity obligations for operators in the electricity sector. The electricity sector is explicitly designated as a critical sector pursuant to Government Decision No. 860/2024, and is therefore subject to the obligations applicable to essential service providers under Law No. 48/2023. Accordingly, bidders are required to comply with Law No. 48/2023, but the tender documentation does not require bidders to demonstrate full compliance with the NIS2 Directive beyond the obligations already transposed into national legislation. ISO 27001 certification is not specifically required at any stage of the tender.
79.	P. 36.2	**Cybersecurity obligations scope (OT/SCADA) + change control:** Define minimum requirements (standard baseline, audit/reporting), the competent authority, and how **future standard updates** are treated from a cost/obligation standpoint.	In line with Law no. 48/2023 and related Government Decisions, cybersecurity obligations extend to all networks and information systems, including IT, OT, SCADA, monitoring and control systems, and any digital components necessary for operation of electricity generation and storage assets, as also detailed during Bidders' Conference presentations. The applicable cybersecurity requirements, including minimum baseline measures, incident reporting, risk-management duties, and system-security obligations, are determined under Law no. 48/2023 and related Government Decisions (Government Decisions no. 1028/2023, no. 333/2024, no. 860/2024 and no. 562/2025), not by the tender documentation. Regarding competent authorities, the Cybersecurity Agency, established under Government Decision no. 1028/2023, functions as the national

			supervisory authority, and single point of contact responsible for enforcement and coordination of cybersecurity obligations in the Republic of Moldova. Any future amendments to national cybersecurity standards or requirements apply directly pursuant to Moldovan law. The tender does not establish a separate cost-adjustment or compliance-update mechanism; operators must comply with evolving legislation as part of their general regulatory obligations.
80.	P. 36.2	**Ensuring cybersecurity. Requirements on equipment.** *a) For the purpose of a uniform interpretation of cybersecurity requirements, please indicate specifically which international or national standards, technical norms or reference frameworks will be used by the Commission as a basis for assessing the conformity of the IT and control equipment and systems included in the project (including energy monitoring, control and storage systems)?* *b) What are the specific documents and certificates, issued by equipment manufacturers or accredited third-party bodies, that will be recognised by the Commission as sufficient and adequate proof of compliance with cyber requirements at the stage of submission of the Tender?*	a) The tender documentation does not prescribe specific cybersecurity standards, technical norms or reference frameworks for the evaluation of the IT, control, SCADA, monitoring or storage systems proposed by bidders. Accordingly, the cybersecurity requirements applicable to the equipment and systems derive exclusively from the national legal framework, namely: Electricity Law no. 164/2025, which imposes cybersecurity obligations on network and data-management systems operated by the TSO/DSO, Law no. 48/2023 on cybersecurity, which partially transposes the EU NIS2 Directive and establishes the baseline cybersecurity obligations for essential and important entities operating in the electricity sector, Government Decisions implementing Law no. 48/2023. These instruments may implicitly require alignment with international best practices (e.g., NIS2-aligned risk management, incident reporting, secure-by-design principles), but they do not mandate specific international standards (e.g., ISO 27001, IEC 62443) for the purpose of tender submission or evaluation. Accordingly, the Tender Committee will evaluate the compliance of the bids exclusively in relation to the provisions of the tender documentation, and not against any additional external certification schemes. b) At the bid-submission stage, the tender documentation requires only the general confirmation of compliance with the laws of the Republic of Moldova, including Law no. 48/2023 and its implementing acts. Compliance with cybersecurity requirements will be ensured through statutory obligations applicable during project development and operation.
		Miscellaneous	

81.	Section 11	**Tender doc amendment deadlines inconsistency (11.1 vs 11.2):** Clarify which rule governs amendments (and how "first day of submission period" is defined vs "deadline"), to react.	Please note that there is no inconsistency, but the two clauses regulate different types of amendments. As such, clause 11.1 gives the Tender Commission the right to implement any type of amendment to the Tende Book if it does so no later than by 5 working days before the first day of the submission term (*i.e* no later than by 11 February 2026 (inclusive) as the first day of the submission term is 19 February 2026). Clause 11.2 gives the possibility for the Tender Commission to still implement some limited changes in the Tender documentation after the start of the submission term assuming that those are needed for clarification purposes only (no change on substance) and provided that it does so no later than by 20 Business days before the expiration of the submission deadline (i.e. no later than by 2 March 2026 (inclusive) as the submission deadline expires on 31 March 2026).
82.	Section 3 and Annex 7	Are partial bids explicitly permitted under the tender? For example, if a developer has a 100 MW wind project with the mandatory corresponding MWh BESS, can the bid offer only 30 MW of the wind capacity (with proportional 6.6 MWh BESS) while the remaining 70 MW of wind from the Project remaining uncommitted to this tender?	In line with point 41 of the GD 690/2018 (as amended), the Tender documentation allows partial bidding if the physical separation and separate metering is ensured for the electricity produced and injected into the grid at the connection points by the supported capacity of the power plant. The offered capacity must meet all tender rules individually, including in terms of minimum size (≥4 MW), separate commercial records for supported vs. non-supported generation, storage sizing (0.25 MWh/MW and 0.125 MW/MW) for the supported part, separate metering. The tender documentation defines "***Tendered capacity*** *means the individual/cumulative installed capacity of the power plant (s),* ***or part thereof,*** *for which the support measure is requested, irrespective of the total installed capacity of the power plant (s), provided that the requirements of point 41 of the Auctioning Regulation are complied with, and which may not exceed a cumulative capacity of 170 MW (inclusive)*."); related provisions are included in Annex 7.
83.		Is the energy we have to deliver if we are awarded all the energy generated by the capacity or the capacity that will be delivered year after year? If this is the case, what will the control mechanism be like?	The support mechanism applies exclusively to the electricity generated by the portion of capacity that was awarded support and the Large Eligible Producer must deliver all energy physically produced by the supported capacity, as measured at the metering point, without an obligation to deliver a fixed MWh volume per year or to guarantee the annual production. Please refer to article 4.1 of the draft PPA included in Annex 13 to the Tender documentation where the offtake is defined as the energy produced, metered at the commercial record point, and notified to the buyer, being therefore "as-produced" not "capacity-based".