

no. d/o	Reference to TD	Clarification questions	Response
Investor eligibility, Investment Screening, Document Formalities			
1.	Section 35	<p>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?</p>	<p>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.</p>
2.	P. 35.1 (i)	<p>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.</p>	<p>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.</p> <p>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.</p>
3.	P.35.1(i)	<p>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?</p>	<p>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</p>

			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	<p>Confirmation of the acceptance of local public authorities in the implementation of projects.</p> <p>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.</p>	<p>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.</p> <p>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.</p>
5.	Section 9 and Point 35.2.	<p>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.</p> <p>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?</p>	<p>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.</p> <p>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.</p>
6.	Section 25	<p>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).</p>	<p>Neither the Government Decision no. 690/2018 nor the tender documentation require investors to submit apostilled or suprlegalized 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).</p>

7.	Section 29	<p>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).</p>	<p>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).</p> <p>The technical bid will be examined individually with each bidder, and the same logic as above will apply.</p> <p>We reiterate that only one password is provided at each stage.</p> <p>If the investor does not proceed to the next stage of bid examination, their files remain password protected.</p> <p>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).</p>
8.	Section 36	<p>Structure and degree of detail of the Technical Offer.</p> <p>What is the level of technical detail expected in the Technical Offer: general description of principle or detailed technical solutions (schematics, equipment, internal architectures)?</p>	<p>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.</p>
9.	Section 36-40	<p>Organization of the file – "Technical offer"</p> <p>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?</p>	<p>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.</p>
10.	point 36.1	<p>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?</p>	<p>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;"</p>
11.	Section 26	<p>If 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?</p>	<p>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</p>

			<p>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.</p> <p>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.</p>
<p>12.</p>	<p>p. 35.2.(l)</p>	<p>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?</p> <p>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.)?</p> <p>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.</p>	<p>According to Section 35.2.(l), to demonstrate previous technical experience, the Investor must submit the following supporting documents:</p> <ul style="list-style-type: none"> • 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; <p>For each wind power plant, the Investor must provide:</p> <ol style="list-style-type: none"> 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. <p>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).</p> <p>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</p>

			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	<p>Bankability, price and currency risk.</p> <p><i>1.1.</i> Why is the price of CfD expressed in MDL/kWh, although project financing is almost exclusively in EUR?</p> <p><i>1.2.</i> How is currency risk managed during the 15 years of the CfD scheme?</p> <p><i>1.3.</i> Why the EUR and inflation indexation mechanism is not explicitly included in the PPA contract.</p> <p><i>1.4.</i> Please clarify whether the financial guarantee for participation in the auction can be constituted directly in EUR.</p>	<ol style="list-style-type: none"> 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?	<p>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.</p> <p>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.</p> <p>To provide additional clarity, the Tender Documentation shall be amended as follows:</p> <p>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.</p> <p>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.</p> <p>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.</p>
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 is unclear in the context of the Tender Guarantee.

19.	Section 26 and p. 6.3, Annex 5	<p>Bid bond in the case of bids submitted by the Consortium</p> <p>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:</p> <ul style="list-style-type: none"> • 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 <p>direct connection with the corresponding project. Please also indicate whether there are any:</p> <ul style="list-style-type: none"> • special requirements or or particularities regarding the and presentation of tender guarantees in the case of tenders submitted by a Consortium. 	<p>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.</p> <p>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.</p> <p>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).</p> <p>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.</p>
20.	Section 26, Annex 5 and Annex 11	<p>In case of a Consortium, will Bid and Performance Bonds be on Consortium Leader name or Investor meaning the Consortium- association of both parties?</p>	<p>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.</p> <p>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.</p>
21.	p. 25.6	<p>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).</p>	<p>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.</p>
22.		<p>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?</p>	<p>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.</p>
23.	Section 25 and 48	<p>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?</p>	<p>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</p>

			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 Investor 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).	<p>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.</p> <p>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.</p> <p>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</p>

			<p>differences signed with large eligible producers designated as winners of the tenders, after the creation of organized markets.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>
37.	Sections 36-40, Annex no. 8	<p>Project maturity and 'roadmap'.</p> <p>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</p>	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:

		<p>firm authorization or connection documents?</p> <p>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?</p> <p>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?</p>	<ul style="list-style-type: none"> • grid 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. <p>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.</p>
38.	Annex 8	<p>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.</p> <p>Taking into account the fact that the connection to the National Electricity Network (REN) can be achieved by:</p> <ol style="list-style-type: none"> a) Construction of a new Stasia b) Renovation, modernization or reconstruction of an existing transformer substation, <p>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:</p> <p>"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</p>	<p>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.</p> <p>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.</p>

		<p>with the connection permit and the approved technical documentation."</p> <p>At the same time, please specify whether:</p> <ol style="list-style-type: none"> 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	<p>If the storage system is to be installed in a location separate from the generation facility:</p> <ul style="list-style-type: none"> • 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. <p>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?</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

			<p>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.</p> <p>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.</p>
40.	P. 40 and p.25.6	<p>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).</p>	<p>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.</p>
41.	Annex no.8 point 3 a)	<p>According to this qualification criterion point 3 a) of Annex no. 8 regarding the roadmap, the following must be submitted: <i>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.</i></p> <p>Question: in order to satisfy this qualification criterion, it is necessary to submit the above-mentioned environmental documentation only for Wind Power Plant?</p> <p>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.</p>	<p>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:</p> <ul style="list-style-type: none"> • obtaining the urbanism certificate; • the design phase; • obtaining the building permit. <p>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.</p> <p>Depending on:</p> <ul style="list-style-type: none"> • the location of the facilities;

			<ul style="list-style-type: none"> • their size; • the project stage (whether wind or photovoltaic installations are already built or not); • any previous assessments conducted on energy generation facilities, <p>the Environmental Agency will determine the procedure to be applied:</p> <ul style="list-style-type: none"> • Simplified assessment procedure, with the issuance of a notification, in accordance with Art. 7(1¹–1²) and Art. 10(7¹) of Law 86/2014, or • Preliminary assessment, followed by a decision on whether a full environmental impact assessment is required. <p>The method of submitting the request by the applicant will be determined by the circumstances listed above.</p> <p>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.</p>
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?	<p>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.</p> <p>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.</p>
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 <i>“The date of commercial operation means, in relation to a</i>

			<p><i>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. <u>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.</u></i></p> <p>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.</p> <p>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.</p> <p>Furthermore, the amount of the Tender Guarantee shall be returned in accordance with point 122 of Government Decision No. 690/2018.</p>
46.		<p>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?</p>	<p>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.</p> <p>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.</p> <p>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.</p>
47.	p. 52.1(4)	<p>What threshold (e.g., >30 days' delay) triggers LD waiver, and who adjudicates force majeure claims?</p>	<p>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.</p>

			<p>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.</p> <p>Justified reasons not attributable to the Investor must be declared, notified and proved by the Investor.</p>
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	<p>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.</p>
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?	<p>Please refer to article 37 para. (11) of Law 10/2016 on renewable energy (as amended) providing that <i>"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."</i></p> <p>Similarly point 123 of GD 690/2018 expressly states which cases are qualified for prolongation of the deadline with 24 months. In particular:</p> <p><i>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).</i></p>

50.		<p>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?</p>	<p>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.</p>
		<p>Grid connection, network access, balancing and metering arrangements</p>	
51.	Section 39	<p>With reference to the connection notice, in accordance with item 39.1. of the tender documentation, <i>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.</i></p> <p>At the same time, according to item 39.2. a) of the documentation, <i>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.</i></p> <p>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.</p> <p>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.</p> <p>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,</p>	<p>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</p> <p>The investor will need to contact the system operator in order to modify the connection permit.</p>

		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)?	<ul style="list-style-type: none"> • “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	<p>Imbalance regime and integration of BESS in wind projects.</p> <p>1.1. In view of the $\pm 8\%$ 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?</p> <p>1.2. Does it not implicitly follow that compliance with the $\pm 8\%$ 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?</p> <p>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?</p>	<p>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.</p> <p>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.</p>
57.	Annex 7	<p>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.</p>	<p>Please refer to Annex 7, part 3 of the tender documentation for the metering requirements:</p> <ul style="list-style-type: none"> • “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 $\pm 5\%$ 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: <ul style="list-style-type: none"> • “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.”

			<ul style="list-style-type: none"> “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?	<p>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.</p> <p>Once the intraday market is established and CfD contracts are operational, balancing support for producers will cease entirely.</p> <p>During both the PPA and CfD periods, the producer may use the storage facility to provide network services.</p>
64.		Validity of the grid connection permit (Aviz de Racordare / Connection Notice) during the auction procedure	<p>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.</p> <p>Point 38 of the cited Regulation provides that:</p> <p>“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.”</p> <p>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.</p> <p>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.</p>

			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)	<p>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: <i>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.</i></p> <p>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?</p>	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	<p>BESS – role, integration and economic sustainability (fundamental issue of the tender).</p> <p>1.1 What is the real and priority role of the BESS in the CfD scheme and the tender:</p> <ul style="list-style-type: none"> • reduction of imbalances generated by wind production, • providing flexibility for the National Electricity System, • or commercial arbitration on the energy market?. <p>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?</p>	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	<p>The status of the technical specifications in the Technical Offer.</p> <p>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.</p>	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: <ul style="list-style-type: none"> • “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	If 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.		Is 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 with different 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.

		<p>located in different geographical areas. (structure), Bratara is the actual beneficiary as it holds a stake of more than 25%.</p> <p>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,</p> <p>"BRĂȚARA" S.R.L. is the actual beneficiary, with a shareholding of more than 25%</p> <p>Submission of multiple bids by the Consortium In the situation described above, please confirm whether it is permissible for:</p> <ul style="list-style-type: none"> • 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. 	<p>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.</p> <p>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.</p>
73.	Section 26	<p>Signing the regulated contract for each bid</p> <p>Please clarify whether it is permissible for:</p> <ul style="list-style-type: none"> • the Association Agreement (Consortium) expressly states that: <ul style="list-style-type: none"> 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 <p>In the event that both bids are declared successful</p> <ul style="list-style-type: none"> • 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". <p>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?</p>	<p>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.</p> <p>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.</p>
74.	Section 26	<p>Relevance of participation shares in the Consortium</p>	<p>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</p>

		<p>Where the Consortium is constituted with the following structure:</p> <ul style="list-style-type: none"> • SRL "X" — 70% share; • SRL "Y" — 30% shareholding, <p>In the context of point 26.1(d) of the tender documentation: 1) Please specify whether the tender documentation requires Consortium members to</p> <p>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.</p> <p>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.</p>	<p>(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.</p>
75.	Section 26	<p>If one of the consortium members does not use an electronic signature, is it sufficient to scan and submit its document with a wet signature?</p>	<p>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.</p>
76.	Section 26	<p>If 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? If the consortium is announced as winner, can they establish SPV after Tender?</p>	<p>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</p>

			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?	<p>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.</p> <p>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.</p> <p>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.</p> <p>ISO 27001 certification is not specifically required at any stage of the tender.</p>
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.	<p>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.</p> <p>Regarding competent authorities, the Cybersecurity Agency, established under Government Decision no.1028/2023, functions as the national</p>

			<p>supervisory authority, and single point of contact responsible for enforcement and coordination of cybersecurity obligations in the Republic of Moldova.</p> <p>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.</p>
80.	P. 36.2	<p>Ensuring cybersecurity. Requirements on equipment.</p> <p><i>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)?</i></p> <p><i>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?</i></p>	<p>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.</p> <p>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.</p> <p>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.</p>
Miscellaneous			

81.	Section 11	<p>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.</p>	<p>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 Tender Book if it does so no later than by 5 working days before the first day of the submission term (<i>i.e</i> no later than by 11 February 2026 (inclusive) as the first day of the submission term is 19 February 2026).</p> <p>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>i.e.</i> no later than by 2 March 2026 (inclusive) as the submission deadline expires on 31 March 2026).</p>
82.	Section 3 and Annex 7	<p>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?</p>	<p>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.</p> <p>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.</p> <p>The tender documentation defines "<i>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).</i>"; related provisions are included in Annex 7.</p>
83.		<p>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?</p>	<p>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.</p> <p>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”.</p>