

Under Article 23 paragraph 10 of the Law on Public Procurement (Official Gazette 24/19) ESM
Proizvodstvo na toplina DOOEL Skopje announces:

PUBLIC CALL No. 03-2025
for collecting bids for group procurement of natural gas

1. GENERAL PROVISIONS

1.1 The contracting authorities according to public call No. 03-2025 are:

- ESM Proizvodstvo na toplina DOOEL Skopje, with headquarters at Todor Aleksandrov Street No. 6, Gazi Baba, City of Skopje EIC code 70X000000005EPTQ, group procurement holder
- AD ESM Podruznica Energetika Skopje, with headquarters at 16-th Makedonska brigade No.18, Gazi Baba, City of Skopje, EIC code 33XADELEMSKOPJEI.

1.2 The subject of the purchase is natural gas with the following technical characteristics:

Chemical composition, mol %

Methane (C1)	minimum 75
Nitrogen (N2)	maximum 6
Carbon dioxide (CO2)	maximum 3

Gross (upper) caloric value

Maximum 13.67 kWh/m³

Minimum 10.17 kWh/m³

Wobbe Index

Maximum 16.33 kWh/m³

Minimum 13.07 kWh/m³

Water dew point

Not higher than minus 8 degrees Celsius at a pressure of 39.2 barg

Natural gas temperature

from +0° C to +50°C

The above reference conditions for temperature, pressure and humidity, to be used for natural gas measurements and calculations, are 273.15 K (=0 °C) and 101.325 kPa (=1.01325 bar (absolute) for true dry gas.

1.3 The seller is obliged to submit the Natural Gas Quality Certificate at the cross-border exit point GMS Kyustendil / Zhidilovo no later than 10 working days after the end of the month of delivery.

1.4 Procurement period **from 01.03.2025 (06:00h CET) to 01.04.2025 (06:00h CET)**, in quantities of:

Table 1

March 2025	
Quantities	MWh
minimum monthly quantity for group procurement	40.300
daily announcement rank for group procurement (from-to)	900-2.700

1.5 The buyer pays the minimum monthly amounts in advance, in four successive periods.

1.6 Point of delivery: main measuring station (GMS) Zhidilovo.

1.7 Financial security of the offer: The bidder is obliged to submit a bank guarantee/deposit together with the offer in the amount of EUR 100.750,00, in the denar equivalent of MKD 6.195.752.

1.7.1 The proof of the paid deposit is submitted together with the Offer.

1.7.2 The deposit is paid to the following bank account:

- contractor ESM Proizvodstvo na toplina DOOEL Skopje:
- 0270100425154 EUR, or 300000004864586 MKD,
- depositor of Komercijalna Banka AD Skopje,
- IBAN MK07300701004251574 (EUR)
- SWIFT KOB SMK2X
- with the indication of: a deposit to secure an offer under Public Call 03-2025.

1.7.3 The bank guarantee should be irrevocable, unconditional, without the right of objection and payable at the first call.

1.7.4 The bank guarantee is submitted in electronic SWIFT form together with the Offer.

1.7.5 The financial security for the bid is valid until 05.03.2025 and will be returned to the Bidders no later than 06.03.2025.

1.7.6 The financial security of the offer can be charged, i.e. the deposited funds are kept permanently, if the Offeror:

- withdraw the Offer before the expiration of its validity period,
- does not sign the contract or
- did not provide the Bank Guarantee or deposit for the quality execution of the contract.

1.8 The offer is not divisible.

1.9 This announcement is public with the right to participate to all domestic and foreign legal entities registered for this type of activity.

1.10 Period of accepting the Offers following the public call No. 03-2025 **is from 09:00 AM-until 09:30 AM o'clock on 25.02.2025 CET to an e-mail: esm-proizvodstvo@elem.com.mk**

2. CONTENT OF THE BID

2.1 The offer is submitted on Form No. 1 attached to Public Call No. 03-2025

2.2 Statement from the responsible person of the bidder that fully accepts the terms of the Public Call 03-2025 and that the price includes all customs duties, fees and other additional costs that may arise.

2.3 The Offer is submitted with:

- A signed model contract
- Current status or an appropriate document issued by a competent authority,
- Certificate of registered activity (DRD form) as proof that it is registered as a natural or legal entity for performing the activity related to the subject of the contract under the Public Call or proof that it belongs to an appropriate professional association in accordance with the regulations of the country where it is registered.

2.4 **Subject of bids' evaluation:** the offered margin expressed in absolute value EUR/MWh, expressed to 2 (two) decimal places.

2.5 Terms of payment: The buyer pays the minimum monthly quantities of natural gas in advance, upon submission of a pro forma invoice by the seller. The payment and submission of the pro forma invoices will be in accordance with the calendar given in table no. 2, in 4 (four) successive periods:

Table 2

Period	Date of delivery /payment
01-08.03.2025	27.02.2025
09-15.03.2025	06.03.2025
16-22.03.2025	13.03.2025
23-31.03.2025	20.03.2025

2.6 The price of natural gas in the pro forma invoice is calculated as follows:

$$C_p = C_{TTF} + \text{margin expressed in absolute value EUR/MWh}$$

C_p – price in the pro forma invoice at which the economic operator sells the natural gas to the buyer

C_{TTF} – price of Dutch TTF available on the day of issuing the pro forma invoice

The price of Dutch TTF is taken from the following link:

<https://tradingeconomics.com/commodity/eu-natural-gas>

Note: for days when there is no data to determine a daily price, the price from the previous day will be taken into account.

2.7 The amount in the pro forma invoice will be the product of the minimum quantity for the period (K_p) multiplied by the price (C_p):

$$I_p = K_p * C_p$$

I_p – pro forma invoice amount

K_p – minimum quantity for the period

The minimum quantity for the period (K_p) is the quotient of the minimum monthly quantity divided by the number of days in the month (28 days) multiplied by the number of days in the period for which the pro forma invoice is issued:

$$K_p = (K / n_m) * n_p$$

K – minimum monthly quantity

K_p – minimum quantity for the period

n_m – number of days in the month

n_p – number of days for the period

2.8 The seller undertakes obligation within 10 days after the end of the month, to submit a final invoice with a calculation for nominated-confirmed quantities and prices of natural gas.

2.9 The amount of the final invoice will be the sum of the product of the nominated quantity of natural gas for the relevant day (K_n) and the price of natural gas for the relevant day (C_n) increased by the margin, and is calculated according to the following formula:

$$I = \sum_{n=1}^n [(K_n * (C_n + \text{Маржа}))]$$

where:

I – total amount of the final invoice

n – number of days in the month

K_n – nominated quantities for day n

C_n – price on the Dutch TTF exchange on day n

2.10 In case of positive difference between the confirmed monthly nominations and the paid minimum quantities, the financial settlement will be made in the final invoice for the respective month.

2.11 In case of a negative difference between the confirmed monthly nominations and the paid minimum quantities, for the uncollected quantities up to the minimum monthly quantity level, the financial settlement will be made in the final invoice for the relevant month, with the overpaid amount being returned to the Buyer, no later than 21.04.2025.

2.12 The calculation of the denar equivalent of the pro forma invoice and the final invoice will be made at the middle exchange rate of the National Bank of the Republic of North Macedonia on the date of issuance of the pro forma invoice/final invoice.

- 2.13 Financial security for quality performance of the contract: The Seller is obliged to submit the bank guarantee/deposit for quality performance of the both individual contracts with ESM Proizvodstvo na toplina DOOEL and AD ESM Podruznica Energetika, valid from 01.03.2025 to 22.04.2025, in the amount of 503.750,00 EUR, or 30.978.761,00 MKD, no later than 27.02.2025.
- 2.13.1 If the Bidder does not submit the bank guarantee/deposit for quality performance of the contract by 27.02.2025 12:00 h CET, the Buyer will not make payment of the pro forma invoice for the first period until the submission of the Financial Security for quality performance of the contract, but no later than 03.03.2025 by 12:00 h CET.
- 2.13.2 If the Bidder does not submit a bank guarantee/deposit for quality performance of the contract latest 03.03.2025 by 12:00 h CET, the Buyer will realize the bank guarantee of the Bid, i.e. will not return the deposit used to secure the Bid and will terminate the Natural Gas Purchase Agreement and will not be obligated to pay for the taken/delivered quantities of natural gas.
- 2.13.3 The bank guarantee should be irrevocable, unconditional, without the right to object and payable on first call.
- 2.13.4 The financial security for quality performance of the contract shall be returned to the Bidder no later than 23.04.2025.
- 2.13.5 The financial security for quality performance of the contract shall be collected if the Bidder does not comply with the terms of the Natural Gas Purchase Agreement.
- 2.14 Dynamics of submitting daily nominations for required quantities of natural gas: D-1.
- 2.15 Bidders shall bear all costs associated with the preparation and submission of their Offer, and the Contracting Authority shall in no event be responsible or liable for these costs.

3. METHOD OF SUBMITTING THE OFFERS

- 3.1 Offers must be submitted in one of the following way:
- Scanned originals, stamped and signed by an authorized person of the company, to the following e-mail address: esm-proizvodstvo@elem.com.mk
 - Electronically signed offers by an authorized person of the company, to the following e-mail address: esm-proizvodstvo@elem.com.mk

4. PROCEDURE FOR OPENING AND EVALUATION OF OFFERS

- 4.1 The procedure for receiving, opening and evaluating offers will take place in 3 (three) rounds:
- Initial offer
 - Improved offer
 - Final offer

- 4.2 Initial Offer: deadline for receipt - **on 25.02.2025 in the period from 09:00 to 09:30h CET** at the e-mail address esm-proizvodstvo@elem.com.mk
- 4.3 Improved offer: deadline for receipt - **on 25.02.2025 in the period from 10:00 to 10:30h CET** at the e-mail address esm-proizvodstvo@elem.com.mk
- 4.4 Final offer: deadline for receipt - **on 25.02.2025 in the period from 11:30 to 12:00h CET** at the e-mail address esm-proizvodstvo@elem.com.mk
- 4.5 Validity of the offer: the offer should be valid at least until **04.03.2025 at 15:00h CET**.
- 4.6 Notification for the selection of the most favorable offer will be delivered to the bidders who participated in the public call No. 03-2025 **no later than 25.02.2025 by 16:00 h CET**.
- 4.7 Signing of the contract (model of the contract attached to the Public Call) **no later than 26.02.2025 at 12:00h CET**.
- 4.8 If offers with the same prices appear, the offer of the economic operator who submitted the offer first will be chosen.
- 4.9 In case of impossibility to sign a contract with the bidder with the first-ranked offer, the second-ranked offer that meets the conditions specified in this public call is selected.
- 4.10 ESM Prodazba DOOEL Skopje reserves the right to cancel the procedure and not to carry out an election according to Public Call No. 03-2025.

For all questions regarding Public Call No. 03-2025, you can contact e-mail: esm-proizvodstvo@elem.com.mk

ESM PROIZVODSTVO NA TOPLINA DOOEL