

АД ЕЛЕКТРАНИ НА СЕВЕРНА МАКЕДОНИЈА - Скопје Подружница "ЕНЕРГЕТИКА" - Скопје 16-та Македонска бригада бр.18, 1000 Скопје,п.фах 734, Р. Северна Македонија

Under Article 23 paragraph 10 of the Law on Public Procurement (Official Gazette 24/19) ESM

Prodazba DOOEL Skopje announces:

PUBLIC CALL No. 01/Q3 - 2025 for collecting bids for purchase of natural gas

1. GENERAL PROVISIONS

- 1.1 The contracting authority according to public call No. 01/Q3-2025 is AD ESM Energetika Skopje, with headquarters at 16th Makedonska Brigada No. 18, Skopje Municipality Gazi Baba.
- 1.2 The subject of the purchase is <u>natural gas</u> 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 39.2barg

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 $^{\circ}$ C) and 101.325 kPa (=1.01325 bar (absolute) for true dry gas.

- 1.3 <u>The seller is obliged</u> 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 <u>from 01.07.2025 (06:00h CET) to 01.10.2025 (06:00h CET)</u>, in quantities of:

01.07.2025 (06:00h CET) - 01.10.2025 (06:00h CET)	
Quantities	MWh
minimum monthly quantity	7.504
daily announcement rank (from-to)	0-320

- 1.5 The requested delivery quantities are with flexible date, with a possibility of a one day, one-time shipment, according to the specified rank.
- 1.6 The buyer pays the minimum monthly amounts in advance, in six successive periods.
- 1.7 Point of delivery: main measuring station (GMS) Zhidilovo.
- 1.8 <u>Financial security of the offer</u>: The bidder is obliged to submit a bank guarantee/deposit together with the offer in the amount of EUR 16.321,00, in denar equivalent of MKD 1.003.753,00
 - 1.8.1 The proof of the paid deposit is submitted together with the Offer.
 - 1.8.2 The deposit is paid to the following bank account:
 - Contractor: AD ESM Energetika Skopje
 - MK0720001317827636 EUR, or 200001230502028 MKD,
 - depositor of Stopanska Banka AD Skopje,
 - IBAN MK0720001317827636 (EUR)
 - SWIFT STOBMK2X
 - with the indication of: a deposit to secure an offer under Public Call 01/Q3-2025.
 - 1.8.3 The bank guarantee should be irrevocable, unconditional, without the right of objection and payable at the first call.
 - 1.8.4 The bank guarantee is submitted in electronic SWIFT form together with the Offer.
 - 1.8.5 The financial security for the bid is valid until 03.07.2025 and will be returned to the Bidders no later than 04.07.2025.
 - 1.8.6 The financial security of the offer can be charged, i.e. the deposited funds are kept permanently, if the Bidder:
 - withdraws 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.
- 1.9 The offer is not divisible.
- 1.10 <u>This announcement is public</u> with the right to participate all domestic and foreign legal entities registered for this type of activity.
- 1.11 Period of accepting the Offers following the public call No. 01/Q3-2025 is from 09:00 AM-until 09:30 AM o'clock on 17.06.2025 CET to an e-mail: anabela.tegovska@elem.com.mk

2. CONTENT OF THE BID

- 2.1 The offer is submitted on Form No. 1 attached to Public Call No. 01/Q3-2025
- 2.2 <u>Statement from the responsible person of the bidder that fully accepts the terms of the Public Call 01/Q3-2025 and that the price includes all customs duties, fees and other additional costs that may arise.</u>
- 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**: <u>the offered margin</u> expressed in absolute value EUR/MWh, expressed to 2 (two) decimal places.
- 2.5 The offered price applies to the entire delivery period.
- 2.6 <u>Terms of payment</u>: 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 dates given in table no. 2, in 6 (six) successive periods:

Table 2

Period	Date of delivery /payment
01.07-15.07.2025	24.06.2025
16.07-31.07.2025	14.07.2025
01.08-15.08.2025	29.07.2025
16.08-31.08.2025	13.08.2025
01.09-15.09.2025	28.08.2025
16.09-30.09.2025	11.09.2025

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 period (92 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 – number of days in the period

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 represent the product of the nominated/confirmed quantity of natural gas for the relevant month (Km) and the price of natural gas (C), and is calculated according to the following formula::

$$I = K_m * C$$

where:

I – total amount of the final invoice

K_m – nominated quantities for the month m

C – natural gas price

- 2.10 In case of <u>positive difference</u> 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 <u>case of a negative difference</u> 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 the 21st day of the following month.
- 2.12 <u>The calculation of the denar equivalent</u> 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 <u>Financial security for quality performance of the contract:</u> The Seller is obliged to submit the bank guarantee/deposit for quality performance of the contract, valid from 01.07.2025 to 22.10.2025, in the amount of 55.492.00 EUR, or 3.412.762.00 MKD, no later than 18.06.2025, by 12:00 CET.
 - 2.13.1 If the Bidder does not submit the bank guarantee/deposit for quality performance of the contract by 19.06.2025, by 12:00 CET, the Buyer will realize the bank guarantee of the Bid i.e. will not return the deposit used to secure the Bid.
 - 2.13.2 The bank guarantee should be irrevocable, unconditional, without the right to object and payable on first call.
 - 2.13.3 The financial security for quality performance of the contract shall be returned to the Bidder no later than 23.10.2025.
 - 2.13.4 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 <u>Dynamics of submitting</u> daily nominations for required quantities of natural gas: D-1.
- 2.15 <u>Bidders shall bear all costs</u> 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: anabela.tegovska@elem.com.mk
 - Electronically signed offers by an authorized person of the company, to the following e-mail address: anabela.tegovska@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 <u>Initial Offer</u>: deadline for receipt <u>on 17.06.2025 in the period from 09:00 to 09:30h CET</u> at the e-mail address anabela.tegovska@elem.com.mk
- 4.3 <u>Improved offer</u>: deadline for receipt <u>on 17.06.2025 in the period from 10:00 to 10:30h CET</u> at the e-mail address anabela.tegovska@elem.com.mk
- 4.4 <u>Final offer:</u> deadline for receipt <u>on 17.06.2025 in the period from 11:00 to 11:30h CET</u> at the e-mail address anabela.tegovska@elem.com.mk
- 4.5 Validity of the offer: the offer should be valid at least until 03.02.2025 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. 01/Q3-2025 no later than 17.06.2025 by 16:00 h.
- 4.7 <u>Signing of the contract</u> (model of the contract attached to the Public Call) <u>no later than</u> 19.06.2025 till 15:00h 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 <u>In case of impossibility</u> 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 AD ESM Energetika Skopje reserves the right to cancel the procedure and not to carry out an election according to Public Call No. 01/Q3-2025.
- 4.11 Bidders have the right to view the Bid Evaluation Report under Public Call no.01/Q3-2025
- 4.12 For all questions regarding Public Call No. 01/Q3-2025, you can contact e-mail: anabela.tegovska@elem.com.mk

AD ESM ENERGETIKA SKOPJE