

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

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

1. GENERAL PROVISIONS

1.1 The contracting authority according to public call No. 01-2025 is ESM Prodazba DOOEL Skopje, with headquarters at 11 Oktomvri Street No. 9, Skopje.

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 39.2barg

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 °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 Kustendil / Zhidilovo no later than 10 working days after the end of the month of delivery.

1.4 Procurement period **from 01.01.2025 (06:00h CET) to 01.02.2025 (06:00h CET)**, in quantities of:

Table 1

2025	
Quantities -MWh	January
minimum monthly quantity	72.000
minimum daily nomination	1.600
maximum daily nomination	4.500
additional daily nomination	2.600

- 1.5 Additional daily nominations are non-binding for the buyer, and they can be implemented at the buyer's request, with prior notice.
- 1.6 The buyer is obliged to pay, and the seller is obliged to deliver the minimum monthly quantities for the respective month.
- 1.7 Point of delivery: main measuring station (GMS) Zhidilovo.
- 1.8 Financial security of the offer: The bidder is obliged to submit a bank guarantee/deposit together with the offer in the amount of EUR 370.000,00, in the denar equivalent of MKD 22.755.000,00.
- 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 ESM Prodazba DOOEL Skopje:
 - 200004046880635 EUR, or 200002036632944 MKD,
 - depositor of Stopanska Banka AD Skopje,
 - with the indication of: a deposit to secure an offer under Public Call 01-2025.
- 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 of the Offer shall be returned to the Bidders no later than 02.01.2025.
- 1.8.6 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.
- 1.9 The offer is not divisible.
- 1.10 This announcement is public with the right to participate to all domestic and foreign legal entities registered for this type of activity.
- 1.11 Period of accepting the Offers following the public call No. 01-2025 is from **09:00 AM-until 10:00 AM o'clock on 20.12.2024 CET to an e-mail: ponudi@esm-prodazba.mk**

2. CONTENT OF THE BID

- 2.1 The offer is submitted on Form No. 1 attached to Public Call No. 01-2025
- 2.2 Statement from the bidder's responsible person that the price includes all customs duties, fees and other additional costs that may arise.
- 2.3 A signed model contract is also submitted with the offer.
- 2.4 Required documents:
- 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.
- 2.5 **Subject of bids' evaluation: lowest priceEUR/MWh**, stated to 2 (two) decimal places.
- 2.6 Price: The price is fixed for the entire delivery period.
- 2.7 Terms of payment: The buyer pays the minimum monthly quantities of natural gas, monthly in advance, after the pro-invoice issued by the seller. The payment and issuance of the pro-invoice in the current month for the next month will be according to the calendar given in table 2, in 4 (four) successive periods:

Table 2

Period	Date of issue/payment
01.01-08.01.2025	30.12.2024
09.01-15.01.2025	08.01.2025
16.01-22.01.2025	15.01.2025
23.01-31.01.2025	22.01.2025

- 2.5 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) of natural gas:

$$I_p = K_p * C$$

- I_p – pro forma invoice amount
 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
 C – price of natural gas

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 (31 days) multiplied by the number of days in the period for which the pro forma invoice is issued:

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

- 2.6 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.
- 2.7 The amount of the final invoice will represent the product of the nominated - confirmed quantity of natural gas for the respective month (K_m) and the price of natural gas (C), and is calculated according to the following formula:

$$I = K_m * C$$

I – total amount of the final invoice

K_m – nominated-confirmed quantities for month “m”

C – price on the Dutch TTF stock exchange on day “n”

- 2.8 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.
- 2.9 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 20.02.2025.
- 2.10 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.
- 2.11 Financial security for quality performance of the contract: The seller is obliged to submit the bank guarantee/deposit for quality performance of the contract, valid from 01.01.2025 to 21.02.2025, in the amount of EUR 950,000.00, in denar equivalent of MKD 58,425,000.00, no later than 30.12.2024.
- 2.11.1 If the Bidder does not submit the bank guarantee/deposit for quality performance of the contract within the deadline, the Buyer will not make payment of the pro forma invoice for the first period and will realize the bank guarantee of the Offer, i.e. will not return the deposit that serves to secure the Offer.
- 2.11.2 The bank guarantee should be irrevocable, unconditional, without the right to object and payable on first call.
- 2.11.3 The financial security for quality performance of the contract shall be returned to the Bidder no later than 22.02.2025.
- 2.11.4 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.
- 2.12 Dynamics of submitting daily nominations for required quantities of natural gas: D-1.
- 2.13 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: ponudi@esm-prodazba.mk
- Electronically signed offers by an authorized person of the company, to the following e-mail address: ponudi@esm-prodazba.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 20.12.2024 in the period from 09:00 to 10:00h CET** at the e-mail address ponudi@esm-prodazba.mk

4.3 Improved offer: deadline for receipt - **on 20.12.2024 in the period from 10:30 to 11:00h CET** at the e-mail address ponudi@esm-prodazba.mk

4.4 Final offer: deadline for receipt - **on 20.12.2024 in the period from 11:30 to 12:00h CET** at the e-mail address ponudi@esm-prodazba.mk

4.5 Validity of the offer: the offer should be valid at least until 02.01.2025 at 12:00h 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. 01-2025 no later than 20.12.2024 by 16:00 h.

4.7 Signing of the contract (model of the contract attached to the Public Call) no later than 23.12.2024 at 14:00h 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. 01-2025.

For all questions regarding Public Call No. 01-2025, you can contact e-mail: zorica.trpkovska@elem.com.mk.

