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# DAY-AHEAD INDIVIDUAL CONTRACT

## ON ELECTRICITY PURCHASE

as per RFB no. \_\_\_\_\_

### Concluded by and between

EVN HOME DOO Skopje, seated at ul. Lazar Lichenoski no. 11, 1000 Skopje, Republic of North Macedonia, with CIN 7345216, TIN 4080019580790, represented by Dipl. Ing. Stefan Peter (MBA), Manager, and Mag. Roland Ziegler, Manager (hereinafter referred to as: **Universal Supplier (US)** or **Buyer**)

and

\_\_\_\_\_, seated at \_\_\_\_\_, 1000 Skopje, Republic of North Macedonia, as Seller (hereinafter referred to as: **Seller**), represented by \_\_\_\_\_, Manager.

In compliance with the Framework Contract (hereinafter referred to as: FC), archival number \_\_\_\_\_ and this Day-Ahead Individual Contract on Electricity Purchase (hereinafter referred to as: IC), sale and purchase of electricity shall be carried out on the day-ahead market.

### 1. Delivery period:

From xx.xx.xxxx to xx.xx.xxxx

### 2. Agreed Service Trading Fee

Agreed Service Trading Fee **xxx EUR/MWh**

The Service Trading Fee for the delivered electricity should be expressed in EUR/MW, VAT excluded.

### 3. Product Type Subject to Contract

Product: Hourly Load Profile for a 24-hour delivery period, CET, i.e. 23 or 25 hour-period for the days of daylight saving change.

### 4. Requested Maximum Power in the Load Profile

The requested power on hourly basis for the requirements of the US would range between XX MW and XX MW if purchasing electricity or selling the energy surplus that might occur on the day-ahead market.

### 5. Prices

The Service Trading Fee for the delivered electricity shall be part of the price ( $P_{h1}$ ) at which the US shall purchase the electricity delivered in the MEPSO grid on a daily basis from the Seller. The hourly price ( $P_{h1}$ ) shall be the sum of the electricity prices fetched at:

- the daily market of the Hungarian Power Exchange (HUPX DAM<sub>h</sub>(HU)) for the relevant hour, HUPX<sub>DAMh(HU)</sub>,
- the Service Trading Fee

$$P_{h1} = \text{HUPX}_{\text{DAMh(HU)}} + \text{Service Trading Fee}$$

where:

**HUPX<sub>DAMh(HU)</sub>** - Electricity price on the daily day-ahead market (DAM) of the Hungarian Power Exchange (HUPX) for each hour, published at [www.hupx.hu](http://www.hupx.hu) as „Hourly prices and and volumes”,

**Service Trading Fee** – Trading service, subject to this Request, expressed in EUR/MWh.

For optimization purposes, US may request the sale of the energy surplus that might arise in the MEPSO grid on the day-ahead market from the Seller that concludes the IC on day-ahead procurement of electricity for the requirements of the US.

The price ( $P_{h2}$ ) at which the electricity of the Seller will be sold shall be the energy price fetched on the daily market ( $\text{HUPX}_{\text{DAMh(HU)}}$ ) of the Hungarian Power Exchange (HUPX) at the relevant hour, reduced by the Service Trading Fee.

→ the daily market of the Hungarian Power Exchange ( $\text{HUPX}_{\text{DAMh(HU)}}$ ) at the relevant hour,  $\text{HUPX}_{\text{DAMh(HU)}}$ ,

→ the Service Trading Fee

$$P_{h2} = \text{HUPX}_{\text{DAMh(HU)}} - \text{Service Trading Fee}$$

All additional expenses arising in relation to the electricity delivered by the Seller should be contained in the Service Trading Fee and borne by the Seller.

The sum at hourly level (EUR) for the delivered electricity shall be the product of the delivered electricity quantity and the hourly price ( $P_{h1}$ ), while the sum at hourly level (EUR) for the sold energy surplus shall be the product of the sold electricity quantity and the price at hourly level ( $P_{h2}$ ).

The monthly sum (EUR) for the delivered electricity shall be the sum of all the hourly sums for electricity delivered during the respective month of delivery, while the monthly sum (EUR) for the sold energy surplus shall be the sum of all the hourly sums for electricity sold during the respective month of delivery.

## 6. Delivery Point

Electricity shall be delivered to the transmission grid of ETSO, MEPSO. The EIC code assigned by MEPSO to EVN Home is 33XEVN-HOME-SUSW.

## 7. Daily Electricity and Power Delivery Schedule (DDS)

Each day, the Buyer shall submit a notice of Daily Delivery Schedule (hereinafter referred to as: **DDS**) to the Seller.

The notice of Daily Delivery Schedule shall include the following:

- Electricity and power delivery period,
- The requested power (MW) for each hour over a 24-hour delivery period, CET, i.e. 23 or 25 hour-period for the days of daylight saving change,

The DDS notice shall be sent to the Seller by the Buyer via email or any other means agreed between the Buyer and the Seller.

The notice of the final DDS in accordance with the needs of the Buyer shall be delivered no later than 08:45 (CET) each day for procuring electricity for the next day (D+1), i.e. no later than 13:00 (CET) on the last business day for procuring electricity for the following day (D+2).

The Seller shall inform the Buyer they accept the DDS within one hour of receipt of the requested DDS.

If the selected bidder does not notify the Buyer they accept the requested DDS within one hour of receipt of the DDS notice, the requested DDS shall be considered to be fully accepted by the Seller.

The Seller may not offer, submit or nominate a different DDS than the one submitted by the Buyer.

If the Seller submits a different DDS than the one that has been requested by the Buyer to ETSO (Electricity Transmission System Operator – MEPSO), the Buyer shall consider this a basis for activating the bank guarantee or retaining the deposit.

## **8. Invoicing**

Delivered electricity by the Seller shall be invoiced within 5 days of the end of the month during which electricity was delivered in accordance with the agreed Monthly Confirmation document, calculated in compliance with point \_\_\_\_\_. The invoice shall be dated on the last day of the month, with VAT included. If the Selected Bidder is not a legal entity registered in the Republic of North Macedonia, the invoice shall be issued in euros (EUR).

The Seller shall prepare a monthly invoice for the delivered quantity in denars (MKD) according to the official average euro exchange rate (EUR) of the National Bank of the Republic of North Macedonia valid on the day of invoicing, in accordance with the calculated monthly amount defined in point \_\_\_\_\_ of this IC.

In the event of energy surplus, in accordance with the Daily Delivery Schedule submitted by the US for the day ahead, the US is entitled to issue an invoice to the Seller at the price and fee defined in point \_\_\_\_\_, as well as the relevant laws and bylaws. Invoicing shall be carried out within 5 days of the end of the month during which electricity was delivered in accordance with the agreed Monthly Confirmation document.

## **9. Payment Terms**

Payment shall be completed within 20 days of receipt of the original invoice by the Archives of the Buyer.

The Buyer shall pay for the acquired electricity in denars (MKD) according to the official average euro exchange rate (EUR) of the National Bank of the Republic of North Macedonia, valid on the day of invoicing. If the Selected Bidder is not a legal entity registered in the Republic of North Macedonia, the invoice shall be issued in euros (EUR) according to the submitted invoice, with split costs.

The Buyer shall render payment of the invoice in denars (MKD) to the giro account of the Selected Bidder in compliance with the instructions specified in the invoice by referencing the invoice number.

In the event of energy surplus according to the daily delivery schedule submitted by the US for the day ahead, the Seller shall pay the invoice of energy surplus in compliance with the instructions contained in the invoice within 20 days of the date of receipt of the original invoice by the Archives of the Seller.

## **10. Bid Guarantee**

The deposit i.e. bid guarantee amount shall be returned to the Seller within 3 business days of receipt of the Bank Guarantee for Timely and Quality Execution of the IC or the ERC approval, in compliance with Article 11 of the Rules of Electricity Procurement for the Requirements of the US, adopted by the ERC. If the Seller fails to conclude an IC within 5 work days of IC submission at the latest, the deposit shall not be returned, i.e. the bid guarantee shall be released.

## **11. Bank Guarantee for Timely and Quality Execution of the IC**

The Seller shall submit to the Buyer the original Bank Guarantee for Timely and Quality Execution of the IC, issued by a renowned bank in euros (EUR) and prepared in Macedonian or business English.

The Seller may also submit an ERC approval pursuant to Article 11 of the Rules of Electricity Procurement for the Requirements of the US, adopted by the ERC.

The Bank Guarantee for Timely and Quality Execution of the IC shall amount to XX XXX and be valid until XX.XX.XXXX.

The Bank Guarantee for Quality and Timely Execution of the IC should be prepared in complete compliance with the submitted appendix of the respective RFB which is the basis for conclusion of this IC. Amendments to the appendix by the Seller without prior approval of the US shall not be considered valid.

The Bank Guarantee for Quality and Timely Execution of the IC shall be submitted within 7 business days from IC conclusion. If the Seller fails to submit the Bank Guarantee for Quality and Timely Execution of the IC within the set-

out deadline, the Buyer shall terminate the IC and activate/collect the guarantee, i.e. retain the deposit submitted as bid security.

All expenses/commissions incurred in relation to the submission of the bank guarantees for quality and timely execution of the IC shall be covered by the Seller.

The Bank Guarantee for Quality and Timely Execution of the IC shall be returned to the Seller on the day after its expiry date.

The Bank Guarantee for Quality and Timely Execution of the IC may be activated by the Seller in the event of non-fulfillment of the obligations pertaining to this IC and the concluded FC.

Buyer shall secure a Parental Company Guarantee from EVN Makedonija AD, Skopje in the amount of EUR XXX.XXX and submit it at the time of IC conclusion.

## **12. Validity Period**

This contract shall come into effect on the day of its adoption and be implemented from \_\_\_\_\_ to \_\_\_\_\_ but not more than one year.

## **13. Competent Law**

This IC shall be construed and subject to the laws of Republic of North Macedonia regardless of the rules of conflict of laws.

## **14. Dispute Settlement**

In case of dispute, the Basic Court of Skopje in Skopje or another competent body seated in Skopje shall have jurisdiction.

**Seller:**

**Buyer:**