

# Bilateral Contract

## On Procurement of Electricity for the Requirements of the Universal Supplier

By and between:

by \_\_\_\_\_, seated at \_\_\_\_\_, with TIN \_\_\_\_\_, CIN \_\_\_\_\_, depositor's bank \_\_\_\_\_, giro account: \_\_\_\_\_, represented by \_\_\_\_\_, Manager (hereinafter referred to as: **Qualified Bidder**)

и

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. (MBA) Stefan Peter, Manager, and Mag. Roland Ziegler, Manager (hereinafter referred to as: **Universal Supplier** or **US**).

Hereinafter referred to as: **Contracting Parties** or **Parties**.

### Definitions

(1) Terms used in this contract shall stand for the following:

<b>Bilateral Contract (BC)</b>	A contract concluded between the Qualified Bidder and the US. (This document.)
<b>Bidder</b>	Producers, suppliers and/or traders with electricity from the Republic of North Macedonia registered in compliance with the legal regulations of the Republic of North Macedonia and/or aboard and holders of appropriate licenses issued by the Energy Regulatory and Water Services Commission of the Republic of North Macedonia, as well as an EIC code issued by AD MEPSO or aboard.
<b>Qualified Bidder</b>	Bidder that has concluded a Bilateral Contract with the US.
<b>Selected Bidder</b>	Qualified Bidder selected as the most favourable bidder in the electricity procurement procedure and invited to conclude an Individual Contract with the US.
<b>Public Call for Accepting Bidders in the QS</b>	Public Call for Accepting Bidders in the Qualification System published through a web-based platform in compliance with the Supply Rules applying to the Universal Supplier, available at <a href="http://www.evn.mk">www.evn.mk</a> .
<b>Electricity Procurement</b>	Procedure conducted by the US in compliance with the Supply Rules applying to the Universal Supplier.
<b>Individual Contract</b>	Purchase Contract between a qualified bidder and the US, defining the commercial terms for appropriate electricity purchase.
<b>Bid</b>	Electricity sale bid (MWh) at a particular price (euro/MWh), rounded to two decimal places, submitted by a qualified bidder.

<b>Request for Bids (RBS)</b>	Electronic document sent by the US to all qualified bidders via e-mail and/or web-based platform, defining precisely the terms of conducting the process of electricity procurement.
<b>Electricity Procurement Procedure</b>	Schedule of events related to electricity procurement starting by issuing of an RB by the US, delivery of bids by qualified bidders, evaluation and selection of the most favorable bidder and conclusion of an Individual Contract with the selected bidders or delivery of notice that no bidder has been selected for the conclusion of an Individual Contract.
<b>Diagram of Delivery of Electricity and Electric Power</b>	US request specifying delivery of electricity and electric power at an hourly rate, for a particular time period.

(2) The abbreviations used in this Bilateral Contract shall stand for:

<b>US</b>	Universal Supplier of Electricity providing electricity supply as a universal service, as well as electricity supply of last resort (name of legal entity).
<b>ERC</b>	Energy Regulatory and Water Services Commission of the Republic of North Macedonia
<b>BD</b>	Bilateral Contract
<b>ID</b>	Individual Contract
<b>RB</b>	Request for bids for electricity procurement issued to all qualified bidders
<b>QS</b>	Qualification System

## I. SUBJECT OF THE CONTRACT

### Article 1

- (1) Subject of this Contract is electricity delivery for the requirements of the Universal Supplier in compliance with Article 101 of the Law on Energy.
- (2) This BC regulates all transactions performed by the Parties for the purposes of purchase, sale, delivery and acquisition of electricity. Details about each transaction shall be specified in a separate IC.
- (3) All Individual Contracts and this BC shall constitute a single Contract between the Parties (jointly referred to as the Contract). The provisions of this BC are an integral part of each IC.

### Article 2

- (1) In compliance with the terms specified in the BC, the Qualified Bidder is qualified to participate in each individual procedure for electricity procurement on the market of bilateral contracts organized by the US.
- (2) The Qualified Bidder shall be invited by the US to participate in the procedure for electricity procurement on the market of bilateral contracts and submission of offers through RB submission. The offers submitted by the Qualified Bidders shall be evaluated and the most favourable bids determined in compliance with the selection criteria defined in each RB.
- (3) The US has the right to completely or partially accept the most favourable bids or reject the most favourable bids depending on the decision of the legal representatives of US. The Bidder, i.e. the Qualified Bidder are not entitled to any kind of compensation by the US if their bid is not selected as most favourable.

### **Article 3**

- (1) In accordance with US requests, the Qualified Bidder shall submit an electricity supply bid only for the requirements of the Universal Supplier, as defined in Article 1 of this Contract.
- (2) US does not guarantee the Qualified Bidder the supply of particular quantity of electricity or a particular number of concluded ICs.
- (3) US retains the right to determine the time periods and quantities of supply and delivery in accordance with its needs.

## **II. REQUEST FOR BIDS (RB)**

### **Article 4**

- (1) In compliance with its plans and requirements, including time intervals, the US shall issue and submit an RB to the Qualified Bidder via email or the web-based platform.
- (2) Each RB shall include at the very least:
  - date, time and manner of bid submission,
  - documents attached to the bid,
  - bid submission deadline,
  - language of use in the bid and procedure,
  - delivery period for electricity and electric power,
  - place of delivery,
  - requested electric power in MW and electricity in MWh for the entire delivery period,
  - minimum quantity per bid,
  - maximum number of bids per bidder,
  - allowed deviations (flexibility) from the agreed capacity and quantity,
  - invoicing and payment terms,
  - bid currency,
  - criteria for evaluating bids,
  - start and duration of electronic auction,
  - notice of selection of the most favourable bid,
  - special terms,
  - bid guarantee in the form of a bank guarantee or a deposit not exceeding the value of the offered electricity by more than 3%.
  - the amount of bid guarantee for timely and quality execution of the Contract not exceeding the total contract value of electricity procurement by more than 10%,
- (3) US may extend the deadline for bid submission, evaluation and selection of the most favourable bid if it corresponds with the requirements and terms of competition and its personal needs and shall not be liable for any type of losses, expenses or damages incurred to the other party.
- (4) In line with its requirements, US has the right to withdraw the RB at any time, without being obligated to reveal the reasons for termination of the procedure or assume liability for any type of losses, expenses and damages caused to the other party. The Qualified Bidder shall notify the bidder of the RB withdrawal.
- (5) The Qualified Bidder shall act upon and observe all instructions issued by the US and outlined in the RB.

### **III. EVALUATION OF BIDS**

#### **Article 5**

- (1) Only bids received within the deadline foreseen with the RB shall be taken into account for the evaluation based on the lowest price criterion. In the event of receiving several bids with an identical lowest price, the first submitted bid shall take precedence.
- (2) The evaluation shall be carried out in the following way:
  - the bids shall be arranged in a Merit Order List, starting with the bid with the lowest price, regardless of the offered quantity (MWh).
  - bids short of necessary elements (documents) referred to in the RB shall be considered incomplete and unacceptable and shall not be subject to evaluation.
  - bids short of valid and complete bank guarantees or deposit values shall be evaluated as incomplete and unacceptable and shall not be subject to evaluation.
- (3) US has the right to procure electricity by means of an appropriate (software) application/web-platform, observing the guidelines defined in the RB and the "Instructions on Using the Application/Web-Platform" Appendix.
- (4) For the conducting of the electricity procurement procedure by means of an appropriate (software) application/web-platform, the US shall familiarize the Qualified Bidder with the manner of using the application/web-platform in the electricity procurement procedure and shall invite qualified bidders to use it when submitting their bids.
- (5) US retains the right to select more than one qualified bidder, accept partially or fully any bid submitted by qualified bidders or reject any bid in compliance with the guidelines or criteria outlined in the RB.
- (6) The procedure for procurement of electricity for the requirements of the Universal Supplier ends by signing an IC with one or several bidders or by issuing a notice that no bidder was selected for the conclusion of an IC.

### **IV. INDIVIDUAL CONTRACT**

#### **Article 6**

- (1) Before expiration of bid validity, US shall notify the Qualified Bidder in writing or via email whether their bid has been accepted fully, partially or not accepted.
- (2) US shall submit an IC to the qualified bidder only if their bid has been accepted during the procedure for electricity procurement.
- (3) The IC on Electricity Purchase shall include the following:
  - information about the selected bidder and responsible contact persons,
  - delivery period,
  - contract power in MW,
  - contract electricity quantity in MWh,
  - contract electricity price per product, expressed in EUR/MWh, net of VAT,
  - delivery point,
  - contract flexibility in delivery of contract capacity and quantity in compliance with the RB,
  - payment terms,
  - bid guarantee for timely and quality execution of the contract,
  - other terms.

- (4) IC shall be accepted and signed by the selected bidder without further negotiations.
- (5) IC shall come into effect on the day of it signing by both parties and shall be valid until the meeting of all obligations outlined therein.
- (6) If the Qualified Bidder does not sign the IC, fails to submit a bank guarantee for timely and quality execution of the IC, or withdraws the bid before expiration of bid validity, the US shall activate the bid guarantee or retain the submitted deposit.
- (7) ICs shall only be concluded by the authorized persons of both parties.
- (8) Following IC conclusion, each bidder agrees to sell electricity to the US and the US agrees to acquire and pay for the delivered electricity, the quantity and the manner of delivery of which is outlined in the BC and the respective IC.
- (9) In case of differences between the BC and IC, the IC shall prevail.
- (10) The IC may be terminated before the end of the term defined therein if obligations outlined therein are not fulfilled as per Article 9, paragraph 8 of this BC.

#### **Article 7**

- (1) Original documents shall be exchanged via post only with the selected bidders.

### **V. RIGHTS AND OBLIGATIONS**

#### **Article 8**

##### **Rights and Obligations of the Qualified Bidder**

- (1) In order to participate in the electricity procurement procedure conducted by the US, the Qualified Bidder agrees to submit bids for electricity sale in line with the terms defined in the particular RB. All expenses/commissions for submission of the guarantee/deposit shall be borne by the Qualified Bidder.
- (2) The submission of the bid by the Qualified Bidder shall mean that all terms laid down in the RB have been accepted. If the bid has been accepted, the terms shall be binding for the Qualified Bidder.
- (3) The Qualified Bidder agrees to submit a bid guarantee or pay a deposit in order to secure its participation in the electricity procurement procedure conducted by the US.
- (4) The Qualified Bidder agrees to the activation of the bid guarantee or paid deposit by the US if they take actions as described in Article 6, paragraph 6 of this BC.
- (5) In compliance with the IC, the selected bidder shall deliver the agreed quantities of electricity or power at the delivery point in accordance with the requested Diagram of Delivery of Electricity and Power for the purposes of the US for a particular time period, in which US may use its right to the contract flexibility for delivery of electricity and power specified in each RB and IC.
- (6) The selected bidder shall take all risks and assume liability for all the expenses and compensations incurred in relation to the delivery of the contract electricity quantity to the delivery point in accordance with the RB.
- (7) If the selected bidder fails to deliver electricity and power in compliance with the IC or the Diagram of Delivery of Electricity and Power for the requirements of the US for a particular time period, the selected bidder confirms that the US may activate the bank guarantee for timely and quality execution of the IC and act in accordance with Article 16.

#### **Article 9**

##### **Rights and Obligations of US**

- (1) US defines the terms and guidelines in each RB it initiates.

- (2) US sends an RB to to all qualified bidders via email or a web-based platform every time it initiates an electricity procurement procedure.
- (3) US shall ask the Qualified Bidder for a bid guarantee or a deposit to secure its participation in the electricity procurement procedure.
- (4) US may exclude the Qualified Bidder from the electricity procurement procedure and activate the bid guarantee, i.e. keep the paid deposit if the Qualified Bidder does not observe the instructions defined and specified by the US in the RB.
- (5) US may activate the bid guarantee, i.e. keep the paid bid deposit if the Qualified Bidder does not conclude an IC within the foreseen deadline, in accordance with Article 6 of this BC, or breaches some of the provisions of the BC and IC.
- (6) US may cancel the electricity procurement procedure any time up to the point of IC conclusion, while the Qualified Bidder may not seek compensation.
- (7) US shall ask from the Qualified Bidder for the delivery of electricity and power in accordance with the Diagram for Delivery of Electricity and Electric Power and shall be entitled to exploit the contract flexibility for delivery of electricity and electric power specified in each RB and IC.
- (8) If for more than 2 (two) days the selected bidder fails to fully or partially deliver electricity and electric power quantities in the course of a particular period, the US may unilaterally terminate the IC before the end of the delivery period defined in the IC, while the selected bidder may not seek any kind of compensation for terminating the Contract.
- (9) US shall acquire and compensate the selected bidder for the delivered electricity and electric power in compliance with the IC.
- (10) As an exception to paragraph (9) of this Article, the total acquired quantity of electricity by the US, which has been agreed in the IC, may fluctuate depending on the agreed flexibility in the delivery of contract power and quantity by the US, in compliance with what is defined in the RB and IC.

## **VI. PAYMENT TERMS AND INVOICING**

### **Article 10**

- (1) In the first three days after the end of the delivery period, the selected bidder shall submit to the US, via email, data on the supplied electricity quantity for the delivery period defined in the IC (harmonization document).
- (2) Within two business days of receipt of the document referred to in paragraph 1 of this Article, if no remarks have been made, the US shall confirm and return said document to the selected bidder via email.
- (3) If both contracting parties agree on the delivered electricity quantity, the data taken into account by the Distribution System Operator of the Republic of North Macedonia shall be considered valid.

### **Article 11**

- (1) On the basis of the harmonization document as per Article 10 of this BC, the selected bidder shall issue an invoice within 5 (five) days of the end of the delivery period or the last day of the month of electricity delivery. The invoice shall be dated as of the last day of contract delivery period or the last day of the month. If the selected bidder is not a legal entity registered in the Republic of North Macedonia, the invoice shall be issued in euros (EUR).
- (2) The US shall render payment of the invoice referred to in paragraph (1) of this Article at the giro account of the selected bidder in compliance with the instructions specified in the invoice by referencing the invoice number.

## **Article 12**

- (1) The US shall pay for the amount stated in the invoice referred to in Article 11 of the BC within 20 days of receipt of the original invoice by the archives within the seat of the US regarding the electricity quantity delivered during the previous month or the time period agreed upon in the IC, if different from the time period referred to in this paragraph.
- (2) The US shall compensate the bidder for the acquired electricity in MKD as per the average EUR exchange rate of NBRM 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), as per the received invoice, with payment costs listed separately.
- (3) For late payment of the invoice referred to in Article 11 of this BC, the US shall pay the selected bidder legal penalty interest valid in the country of the US.

## **VII. BANK GUARANTEE FOR TIMELY AND QUALITY EXECUTION OF THE CONTRACT**

### **Article 13**

- (1) In order to sign the IC, the selected bidder shall submit a bank guarantee for timely and quality execution of the contract written in Macedonian or business English, issued by a renowned bank in the manner and with the duration defined in the RB, in compliance with Article 11 of the Rules on Electricity Procurement for the Universal Supplier, adopted by the ERC.
- (2) If the selected bidder fails to conclude an IC or submit a bank guarantee for timely and quality execution of the contract within the deadline defined in the RB, the US shall collect the bid guarantee, i.e. retain the bid deposit.
- (3) The selected bidder agrees to the activation of the bid guarantee for timely and quality execution in the event of failure to meet the obligations outlined in the BC and/or the respective IC in the amount calculated according to Article 16, paragraph 2 of this BC.
- (4) If the bank guarantee for timely and quality execution of the contract has been activated and paid fully or partially by the US in compliance with paragraph 3 of this Article, the selected bidder shall submit a new bid guarantee for timely and quality execution of the IC within 5 (five) days.

### **Article 14**

- (1) The US shall return the bid guarantee as soon as the electricity procurement procedure has been completed if:
  - a) The selected bidder has not been selected as the most favourable bidder, or
  - b) The selected bidder selected as the most favourable bidder has submitted a bank guarantee for timely and quality execution of the IC.

## **VIII. CONFIDENTIALITY**

### **Article 15**

- (2) The terms laid down in the IC shall be considered confidential information and neither contracting party shall reveal it to a third party.
- (3) Information shall not be considered confidential if:
  - a) published with prior written consent of the other party,
  - b) revealed on the basis of laws and bylaws, the Energy Regulatory and Water Services Commission of the Republic of North Macedonia or in relation to a judicial or regulatory procedure, each contracting party

putting their best effort, as practically permitted by the respective law or regulation, to prevent or limit the disclosure of information and immediately notify the other contracting party,

- b) considered public information, or
- r) revealed due to statistical reasons, but taking efforts to exclude the identity of the other contracting party.

The contracting parties are obligated to observe the confidentiality obligations two (2) years from the expiration of the respective IC.

## **IX. LIABILITY FOR UNFULFILLED CONTRACTUAL OBLIGATIONS, COMPENSATION OF EXPENSES**

### **Article 16**

- (1) If the Qualified Bidder or the selected bidder fails to act in accordance with this Contract, IC or RB, US has the right to terminate the Contract and activate the bank guarantee.
- (2) If the selected bidder fails to deliver the contract quantity and electric power completely or partially in accordance with the terms of the IC and/or the Diagram for Delivery of Electricity and Electric Power for the requirements of the US and if the failure to deliver electricity is not caused by force majeure defined in Article 19 and Article 20 of this Contract, or by failure to acquire electricity by the US, the selected bidder shall pay the US an "S" amount from the bank guarantee (EUR), defined according to the following equation:

$S = \sum(Q_i * P_i)$ , which is calculated as:

- a) sum " $\Sigma$ " from the product between
  - i) quantity  $Q_i$  (MWh) of undelivered electricity by the selected bidder at the appropriate hour " $i$ " in compliance with the Diagram submitted by the US, and
  - ii) price for undelivered electricity " $P_i$ " (EUR/MWh) calculated as received share reference price calculated according to the following equation:

$$P_i = 1,5 * HUPX_i$$

where:

" $i$ "(h) is the hour of undelivered quantity by the selected bidder;

"HUPX $_i$ " (EUR/MWh) is the electricity price on the day-ahead market at the HUPX Hungarian exchange at the appropriate hour  $i$

For the calculations, zero value shall be used for the hour at which the price of the HUPX Hungarian exchange has a negative value.

This amount shall increase by all the remaining and confirmed expenses incurred for the US as a result of the undelivered electricity and electric power by the selected bidder.

- (3) The selected bidder is obligated to inform the US (via email) about the duration of the interrupted delivery of contract power and quantity of electricity.

### **Article 17**

- (1) The selected bidder may not offer, deliver or nominate a different Diagram for Delivery of Electricity and Electric Power from the diagram delivered by the US in accordance with Article 9, paragraph (7) of this Contract.
- (2) If the selected bidder delivers and nominates to the ETS (Electricity Transmission Operator – MEPSO) a different Diagram for Delivery of Electricity and Electric Power than the diagram requested by the US, it shall be considered grounds for activating the bank guarantee, i.e. the sum defined in Article 16, paragraph 2 of this Contract.



### **Article 18**

- (1) The contracting parties agree that in the event of damages caused by violating the provisions of this BC and/or each IC, the party that caused the damage shall compensate the other party in compliance with the provisions of the valid laws and bylaws in the Republic of North Macedonia.

## **X. FORCE MAJEURE**

### **Article 19**

- (1) Force majeure absolves the selected bidder from the responsibility to deliver electricity and the US to acquire electricity in accordance with this BC.
- (2) US and the selected bidder shall consider as force majeure all unpredictable natural events relating to natural disasters (floods, earthquakes, fires, etc.), as well as events and circumstances occurring after the conclusion of this BC that prevent the fulfillment of contractual obligations and such that cannot be prevented, eliminated or avoided by neither party. These events shall be acts by state authorities and the transmission system operator of the Republic of North Macedonia adopted in compliance with the operational rules of the transmission system operator in order to secure stability of the power system of the Republic of North Macedonia. The party affected by force majeure shall notify the other party of the beginning and end of the force majeure and undertake all reasonable measures necessary for mitigating the consequences.
- (3) Force majeure in the sense of this Contract shall stand for, without limitations, one or more of the following circumstances:
  - unpredictable natural events relating to natural disasters (floods, earthquakes, fires, etc.) announced officially by competent institutions of the Republic of North Macedonia, or
  - actions by state institutions of the Republic of North Macedonia and/or the transmission system operator and/or the distribution system operator conducted in compliance with the rules of operation of the respective operators of the Republic of North Macedonia for the purposes of securing a safe power system of the Republic of North Macedonia, officially published by said institutions, or
  - defects of communication or computer systems of the relevant telecommunication operator/s of the Republic of North Macedonia preventing the requesting party to fulfill its obligations for delivery or acquisition of energy, officially published by said institutions, or
  - implementation or adherence to laws, agreements, regulations, decrees, judgments, orders, valid resolutions or requests made by state authorities of the Republic of North Macedonia, except requests referring to payments,
  - wars, war threats, explosions, announced officially by competent institutions of the Republic of North Macedonia.
- (4) Inability to pay shall not be considered force majeure.

### **Article 20**

- (1) If, due to force majeure, one of the parties is unable to partially or fully carry out some of its responsibilities for delivery or receipt of power outlined in one or more ICs, and if said party meets the requirements defined in Articles 19 and 20, contractual obligations shall not be considered breached or unfulfilled by the requesting party, freeing it from the responsibilities (instead of suspending them temporarily) subject to force majeure for the time period and to the extent to which the party is prevented or unable to carry out its contractual obligations. The requesting party shall not assume any kind of liability for compensation with regard to the quantities that were not delivered or received.
- (2) As soon as the requesting party becomes aware of the force majeure, it notifies the other party in writing of the beginning of the force majeure and its nature, and provides, if possible, unbinding projection of the scope and expected duration of its inability to carry out its obligations. The requesting party shall put all its

commercially reasonable efforts into rectifying the situation and removing, as much as possible, the reason for its inability to carry out its responsibilities, mitigating the consequences of the force majeure, and during the extended course of duration of the force majeure shall provide the other party, if and when possible, with reasonable current information about the scope and expected duration of its inability to carry out its obligations, provided, additionally, that strike resolution, interruptions of work and other labour conflicts are entirely under the competence of the affected party invoking force majeure.

- (3) The requesting party notifies the other party of the measures undertaken for protection and removal of the force majeure event, including urgent notification of the end of the force majeure.
- (4) If the selected bidder is exempt from the responsibilities for delivery due to force majeure, the US is also exempt from the respective responsibilities for receipt and payment. If the US is exempt from the responsibilities of receipt due to force majeure, the selected bidder shall also be exempt from the respective responsibilities for delivery.
- (5) If one of the parties is absolved from its responsibilities due to force majeure for a time period longer than thirty (30) consecutive days or longer than sixty (60) during one calendar year, the contracting party which is not the requesting party, has the right to immediately terminate the IC affected by the force majeure, by sending written notification to the requesting party. This termination of the IC shall not endanger the accumulated rights and responsibilities of the parties as per that IC until the contract termination date; however, neither party shall be responsible to the other party for the unexpired part of the complete delivery deadline stated in the IC following termination date.

## **XI. DISPUTE RESOLUTION**

### **Article 21**

- (1) The parties agree to attempt to settle each dispute arising from this BC amicably by means of direct negotiations conducted in good faith.
- (2) If the Qualified Bidder and the US fail to settle the dispute by means of direct negotiations within 15 (business) days for disputes laid down in Article 37 of the Law on Energy, the Qualified Bidder and the US shall act in accordance with the Law on Energy and the relevant bylaws. If the Qualified Bidder and the US fail to settle the dispute by means of direct negotiations within 15 (business) days for disputes not considered to be under ERC's competence according to Article 37 of the Law on Energy, each party may initiate proceedings before a competent court of law or other competent authority in the Republic of North Macedonia.

## **XII. CONTRACT DURATION AND TERMINATION**

### **Article 22**

- (1) This Contract shall be considered concluded from the time of its signing and stamping by the authorized persons of the Parties.

### **Article 23**

- (1) This Contract shall be applicable from the time of its conclusion pursuant to Article 22 of this Contract and shall stay in effect until one of the parties requests termination.

### **Article 24**

- (1) This Contract may be terminated with 1 (one) month notice from the date of receipt of the submitted request by the contracting party:
  - in case of invalidity of the Contract due to amendment of effective laws or bylaws in the Republic of North Macedonia.

- if one of the contracting parties fails to act in accordance with the terms laid down in this BC or IC and/or does not meet the rights and obligations of this BC or IC fully or partially and/or if the permit of the US or the Qualified Bidder issued by the ERC ceases to be valid and/or if the Qualified Bidder does not meet the bidder criteria for participating in the QS.

(2) This Contract may also be terminated by mutual consent of both contracting parties.

**Article 25**

(1) The notice of contract termination shall be submitted in writing from one contracting party to another.

**XIII. CLOSING PROVISIONS**

**Article 26**

(1) Contracting parties may transfer, assign, void or have at their disposal in another way all or some of the rights and obligations of this Contract only after its coming into effect and with prior written consent of the other contracting party issued within 30 days of receipt of appropriate request. Consent that is not issued within this period shall be considered refused. This Contract shall also have effect on the legal successors of the contracting parties and authorized recipients of the parties.

(2) This Contract, along with its appendixes, represents a complete agreement between the contracting parties on the contract subject and replaces all previous or parallel oral or written agreements, negotiations or discussions related to the contract subject.

(3) If any of these provisions ceases to be valid on the basis of a court decision, acts adopted by state authorities, decisions passed by the Government of the Republic of North Macedonia or the Energy Regulatory and Water Services Commission of the Republic of North Macedonia, it shall no longer constitute part of this Contract, while the remaining provisions shall continue to be valid. Whenever possible, every provision, expression or condition stated in this Contract shall be construed in a way that is applicable and valid according to the competent law; however if any of the provisions, expressions or conditions of this Contract become fully or partially invalid according to the competent law, they shall not be considered part of this Contract, but shall not affect the legality and validity of the Contract or render the Contract invalid. Instead of the provision, expression or term of this Contract which have become completely or partially invalid, the contracting parties shall put their best efforts to agree on a valid and practical provision which shall be legally permissible and closest to the one it replaces, attempting to reflect, as much as possible, the real will of the contracting parties and the economic goal of the invalid provision, expression or term. The provision of this Article shall also apply in the event of blanks in the Contract.

(4) All amendments to this Contract shall be carried out based on an annex, in writing and signed by both contracting parties.

(5) This Contract is concluded in Macedonian.

**Article 27**

(1) Everything that is not laid down by this Agreement shall be subject to the laws and bylaws of the Republic of North Macedonia.

**Article 28**

(1) The following persons have been authorized for exchanging information and undertaking activities arising from this BC by the US:

Name and surname		Name and surname	
e-mail:		e-mail:	
telephone:		telephone:	

fax:		fax:	
------	--	------	--

(2) The following persons have been authorized for exchanging information and undertaking activities arising from this BC by the Qualified Bidder:

Name, surname and position:		Name, surname and position:	
e-mail:		e-mail:	
telephone /mob:		telephone:	
fax:		fax:	

**Article 29**

- (1) In the event of inconsistency in the terms of the IC and the provisions of this BC, the terms of IC shall prevail for the purposes of the respective IC. The titles and subtitles are used for the sole purpose of structuring the text and shall not affect the interpretation of the BC.
- (2) This Contract shall be executed in 4 original copies, two copies for each contracting party.

On behalf of the Qualified Bidder

On behalf of the US