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# INDIVIDUAL CONTRACT

## On Purchase of Electricity

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

and

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

In compliance with the the Bilateral Contract (hereinafter referred to as: **BC**), with archive number \_\_\_\_\_ and this Individual Contract on Purchase of Electricity (hereinafter referred to as: **IC**), the Buyer electricity from the Seller of Electricity, while the Seller sells electricity to the Buyer of Electricity based on the following terms:

#### 1. Delivery period:

a) Product:  
- per month

#### 2. Contract power:

a) Product:  
- per month

#### 3. Contract quantity:

a) Product:  
- per month

#### 4. Contract price:

a) Product:  
- per month

#### 5. Procurement value:

a) Product:  
- per month

b) Amount of total Contract value of procurement: **EUR**

**6. Delivery point:** In the transmission grid of the Republic of North Macedonia. The Seller shall bear all costs related to the cross-border transmission capacity.

#### 7. Contract Flexibility:

The requested flexibility in the delivery of electricity shall be in the range between +/- \_\_\_\_ % of the total requested power (MW) and quantity of electricity (MWh) in relation to the data stated in the table included in this IBDP. This flexibility shall apply upon the request of the Buyer with prior announcement of \_\_\_\_ days before the days of delivery.

**8. Invoicing:** Invoicing of delivered electricity by the Seller shall be made on the basis of invoice issued within 5 days from 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 the 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), as per the received invoice, with payment costs listed separately.

**9. Payment terms:** The Buyer shall compensate the Seller for the delivered quantity of electricity within 20 days of receipt of the original invoice by the archives within the seat of the Buyer. The payment shall be made in denars according to 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.

**10. Bid guarantee:** The deposit value, i.e. bid guarantee shall be returned to the Seller within 3 days of receipt of the bank guarantee for timely and quality execution of the Contract. If the Buyer fails to conclude an IC within 5 days of IC delivery, the deposit shall not be returned, i.e. the bid guarantee shall be executed.

**11. Bank guarantee for timely and quality execution of the Contract:** The Seller shall provide and deliver to the Buyer original bank guarantee for timely and quality execution of the Contract drafted in business English or Macedonian, issued by a renowned bank in euros and amounting to 10% of the total contracted value of electricity delivery referred to in points 5a) and 5b) of this IC, applying to each month of delivery individually, valid up to the 20<sup>th</sup> day from the end of the delivery month.

The bank guarantee for timely and quality execution of the Contract shall be delivered within 7 days of conclusion of this Contract. In the event of failure to deliver the bid guarantee within this deadline, the Buyer shall terminate the IC and activate/collect the guarantee, i.e. retain the bid deposit.

All expenses/commissions incurred in relation to the delivery of bank guarantees for timely and quality execution of the Contract shall be borne by the Seller.

The bank guarantee for timely and quality execution of the Contract shall be returned to the Seller the day after expiration of its validity.

The bank guarantee for timely and quality execution of the Contract may be activated by the Buyer in the event of failure to fulfill the obligations outlined in this IC and the concluded BC.

**12. Contract expiration date:** This Contract shall enter into force on the day of its signing and shall be implemented from \_\_\_\_\_ until meeting of all obligations outlined in this IC.

**13. Competent law:** This Contract shall be construed and subject to the laws of Republic of North Macedonia regardless of the rules for conflict of laws.

**14. Dispute resolution:** In the event of dispute, the Basic Court Skopje 2 in Skopje or other competent authority seated in Skopje shall have jurisdiction.

**Seller:**

**Buyer:**