

Auction Rules Procurement Portal of the EVN Group

1. Preamble

1.1 The EVN Group operates a procurement portal for itself and its affiliated companies on the website (<https://beschaffung.evn.at>).

1.2 These Auction Rules shall apply to the conduct of an electronic auction (hereinafter referred to as "e-auction") by the respective Buyer of the EVN Group (hereinafter referred to as "Buyer") on the procurement portal of the EVN Group.

1.3 An e-auction is an iterative, exclusively electronic procedure for determining the bid to which the contract is to be awarded. The e-auction is carried out in the form of an "English reverse auction" with decreasing/better bids, i.e. better bids are submitted based on the best bid or the value(s) specified by the Buyer, in which bidders submit new, downwardly adjusted prices or better values in accordance with the award criteria on the EVN Group's procurement portal in a binding manner.

2. Registration / Obligations of the Supplier (Contractor)

2.1 Every Supplier who intends to enter into a business relationship with the EVN Group must register in the Procurement Portal. The Supplier (Contractor) warrants the accuracy and completeness of the data entered by it.

2.2 EVN Group reserves the right to refuse registration in whole or in part. The Supplier (Contractor) shall have no claim to registration and inclusion in the database of this procurement portal. EVN Group also reserves the right to request additional data required for registration from the Supplier (Contractor).

2.3 Eligible to participate in an EVN Group e-auction are all companies that participate in the respective event and have submitted an offer for the respective tender that meets the formal and content-related requirements.

3. Training

3.1 All participating Bidders can take part in a telephone training session free of charge. The participating bidder will be familiarized with the processes of an e-auction within the framework of the EVN Group's procurement portal over a period of approx. 30 minutes. The exact training dates will be announced in good time. There is no legal entitlement to participate in a training course.

4. Rights of use

4.1 The entire content of the Procurement Portal is protected by copyright.

4.2 EVN Group grants the Supplier (Contractor) a non-exclusive, non-transferable right, limited in time, to use the information available in the Procurement Portal, if any, within the scope of these Terms of Use and the resulting purpose of use.

5. Technical requirements

5.1 To participate in the e-auction, bidders require a computer with a common operating system, an Internet connection and an up-to-date browser. In order to minimize response times, a broadband Internet connection (ADSL, DSL, etc.) is recommended. The bidder is responsible for the function and availability of his Internet connection and his Internet connection.

6. Data protection

6.1 The EVN Group shall comply with the applicable laws on data protection and data security when collecting, using and processing the Supplier's (Contractor's) personal data.

6.2 The Supplier (Contractor) expressly consents to the permanent storage and use of the data provided by it by EVN Group for all purposes within the scope of the operation of this procurement portal.

7. Award criteria

7.1 The components whose values are the subject of the e-auction (best or lowest bidder criteria) can be found in the tender document.

8. Procedure of the e-auction

8.1 It is mandatory that the Bidder has submitted a valid bid via the EVN Group's procurement portal prior to the start of the e-auction. Bidders shall be invited and requested to participate in the e-auction in accordance with the negotiation mode of the tender document and to submit better bids than their previous bids. The e-auction cannot be viewed by third parties, in particular companies that have not been invited. The e-auction will start at the earliest two working days after the invitation to participate has been sent out. In order to ensure a fair and non-discriminatory procedure and to avoid bidder collusion, the identity of the participants will be kept secret until the end of the e-auction.

8.2 In the EVN Group's procurement portal, the participating Bidder will be shown the following information in the event of an ongoing e-auction:

- Start of the e-auction
- The upcoming end of the e-auction:
 - in the form of a fixed date (DD.MM.YYYY and time) and/or
 - in the form of a time interval (in minutes) within which no new bids are submitted that meet or exceed the minimum intervals.
- Minimum distances to be observed when submitting tenders
- The current best offer
- The current ranks of all bids

9. Cancellation of the e-auction

9.1 Cancellation of the e-auction by the Client is permissible for objective reasons. The termination shall be deemed a revocation of the award procedure and shall be announced on the EVN Group's procurement portal together with the reasons for the termination. This announcement shall be deemed to be the announcement of the revocation decision. The time of dispatch of the revocation decision shall be the time of the first availability of the information on the EVN Group's procurement portal.

10. Procedure in the event of technical faults

10.1 Should a technical fault occur on the part of the EVN Group's procurement portal during the e-auction, the Buyer shall notify the Bidders by e-mail or telephone. In the event of minor technical faults that can be rectified at short notice, the Client shall suspend the e-auction until the fault has been rectified. In the event of longer-term disruptions, a new date for the continuation of the e-auction will be announced.

If at least one better bid was submitted before the defect occurred, the last bid received on the EVN Group's procurement portal shall be the starting point for the continuation of the e-auction. If no bid has yet been received, the e-auction will be restarted completely.

Technical faults on the part of the bidders do not lead to interruptions of the e-auction.

11. Award decisions

11.1 After the end of the auction, the name of the successful bidder, including the order amount or the values of the components that are the subject of the e-auction, shall be announced on the EVN Group's procurement portal. The announcement shall be deemed to be notification of the award decision. The time at which the information is first available shall be deemed to be the time of transmission.

12. Confidentiality

12.1 The Supplier (Contractor) shall be obliged to treat all information and knowledge about the EVN Group obtained in the course of using the Procurement Portal, in particular its business secrets, as confidential for an unlimited period of time and not to make them accessible to third parties.

12.2 The Supplier (Contractor) shall oblige its personnel, employees as well as third parties and/or subcontractors to maintain confidentiality. The Supplier (Contractor) shall ensure that only those employees who need to know the confidential information for the purpose of using the Procurement Portal or for the performance of a contract concluded therefrom are made aware of the confidential information.

13. Amendments to the Terms of Use

13.1 The EVN Group is entitled to amend the above Auction Rules at any time. Any such amendments shall be notified in an appropriate manner.

13.2 If the amendment of the Auction Rules affects the rights of Supplier (Contractor), affected Supplier (Contractor) may object to the amendment within two weeks of notification of the amendment. After expiry of this period, the amended Auction Rules shall become fully valid.

14. Final provisions

14.1 Should a provision of these Auction Regulations be legally invalid or lose its legal validity at a later date, this shall not affect the validity of the remaining provisions. The contracting parties shall immediately replace the invalid provision with a valid provision that comes closest to the economic purpose of the invalid or unenforceable provision. The same shall apply in the event of contractual loopholes.

14.2 Macedonian substantive law shall apply to the exclusion of the UNCITRAL CISG and the conflict of law rules of private international law.

14.3 The exclusive place of jurisdiction for both contracting parties shall be the Civil Court Skopje.