

Based on Article 78 paragraph (2) point 22) of the Law on Energy ("Official Gazette of the Republic of Macedonia" No. 96/18 and "Official Gazette of the Republic of North Macedonia" No. 96/19), and in accordance with Article 19 paragraph (1) point 18 of the Statute of JSC MEPSO Skopje, the Management Board of the Electricity Transmission System Operator of the Republic of North Macedonia, a Joint Stock Company for electricity transmission and power system control, in state ownership, Skopje, ("Official Gazette of the Republic of North Macedonia" no. 165/20), and with the approval of the ERC Energy and Water Services Regulatory Commission with Decision no. 12-2152/4 of 25.11.2021, at a session of the Management Board held on 26.11.2021 with Decision No. 026728/4 passed:

RULES FOR PROCUREMENT OF ELECTRICITY TO COVER LOSSES IN THE ELECTRICITY TRANSMISSION SYSTEM

I. GENERAL PROVISIONS

Article 1

Subject

These rules for the procurement of electricity to cover losses in the electricity transmission system (hereinafter referred to as the Rules) regulate the conditions, method and process for the procurement of electricity by JSC MEPSO, in accordance with the provisions of the Law on Energy.

II. PROCUREMENT METHOD

- FIRST METHOD OF PROCUREMENT -

Article 2

Definitions and abbreviations

- 1) Definitions covered by these Rules:

Agreement	Agreement concluded between the selected bidder and JSC MEPSO, which determines the technical and commercial conditions for the procurement and sale of electricity to cover losses in the electricity transmission system
-----------	--

Bidder	A producer or trader or supplier of electricity registered in accordance with the legal regulations of the Republic of North Macedonia, i.e. the one who holds an appropriate license issued by ERC, as well as an EIC code, issued by TSO, who participates in an Open Public Call
Selected bidder	A bidder who has concluded an Agreement with JSC MEPSO
Open Public Call	Advertisement, published in two national daily newspapers in the Republic of North Macedonia and available on the official website of JSC MEPSO
Procurement of electricity	Process implemented by JSC MEPSO in accordance with these Rules for the procurement of electricity to cover losses in the Macedonian electricity transmission system
Bid	Bid to sell electricity (MWh) at a certain price (EUR/MWh) rounded to two decimal places, submitted by the bidder
Process for procurement of electricity	Sequence of activities related to the procurement of electricity starting with the Public Call for the submission of bids by JSC MEPSO, submission of bids by bidders, evaluation and selection Page 1 of the most favorable bidders and ending with the conclusion of an Agreement for the delivery of electricity to cover the losses in the electricity transmission system between JSC MEPSO and the selected bidders
Request for delivery of electricity and power	Request for delivery of electricity and power to cover losses in the electricity transmission system for a 24-hour period submitted by TSO to the selected bidder/bidders, on day D-2 for day D, submitted via Email.
Daily delivery schedule (nomination)	It represents an electricity delivery schedule with 24-hour amounts of electricity and power delivered by the selected bidder/bidders. The daily schedule is submitted based on the Request for the delivery of electricity and power, and it must be harmonized according to the Balancing Rules.

2) Abbreviations covered by these Rules:

JSC MEPSO	Electricity Transmission System Operator of the Republic of North Macedonia, a Joint Stock Company for electricity transmission and power system control, in state ownership, Skopje
TSO	Transmission System Operator
ERC	Energy and Water Services Regulatory Commission

Article 3
Method of procurement of electricity

- 1) JSC MEPSO is obliged to procure electricity to cover the losses in the electricity transmission system according to market conditions, in a transparent, non-discriminatory and competitive manner.
- 2) The procurement of electricity to cover the losses in the electricity transmission system JSC MEPSO will be carried out in the following ways:
 1. On the open market, through a tender process for the procurement of electricity to cover losses in the electricity transmission system and/or
 2. On an organized electricity market in the Republic of North Macedonia, if the conditions are right.
- 3) The procurement of electricity to cover losses in the electricity transmission system JSC MEPSO can be performed as:
 - Annual and/or
 - Quarterly and/or
 - Monthly

Article 4

Initiation of process for procurement of electricity

- 1) The process for providing electricity to cover the losses of electricity in the electricity transmission system begins with the TSO Subsidiary, by submitting a Request to the General Director of JSC MEPSO for approval of the procurement and the formation of a commission in charge of preparation and implementation of the procurement in question. The request contains:
 - Subject of the procurement
 - Procurement quantities,
 - planned funds,
 - members of the Commission responsible for the preparation and implementation of the process, which consists of 5 members, of which at least one is an electrical engineer.
- 2) Based on the request, the General Director makes a Decision to start the procurement, which will state:
 - Subject of the procurement
 - procurement quantities,
 - planned funds,
 - members of the Commission responsible for the preparation and implementation of the process.
- 3) The Commission established by the General Director of JSC MEPSO oversees preparing the Documentation for the public call, which will contain:
 - **Part I Instructions to Bidders**
 1. General information
 2. Ability of Bidders
 - 2.1 personal ability
 - 2.2 the ability to perform professional activity,

- 2.3 the economic and financial situation
 - 2.4 the technical ability
 - 3. Clarification, modification and addition of documentation
 - 4. Preparation and submission of bids
 - 5. Opening and evaluation of bids
 - 6. Allocation of the procurement Agreement
 - 7. Term and validity of bids
 - 8. Special conditions
 - 9. Model of the agreement
 - 10. Cancellation of the process
- **Part II Technical Specifications**
 - 1. Period of delivery of electricity and power (not less than 1 calendar month)
 - 2. Electricity delivery point
 - 3. Power expressed in MW and electricity expressed in MWh, for the entire delivery period, i.e. Diagram for the delivery of electricity and power, prepared in accordance with Annex 1 of these Rules
 - 4. Permitted deviations (flexibility) at the hourly level from the agreed power and the agreed monthly and/or hourly quantities
- **Part III Bid form**
 - 1. General section
 - 2. Annexes

Article 5

Conditions for participation in the Public Call

The right to participate in the Public call has the bidder, i.e. a producer or trader or supplier of electricity registered in accordance with the legal regulations of the Republic of North Macedonia, i.e. the one who possesses an appropriate license issued by ERC, as well as an EIC code, issued by TSO and who will submit a financial guarantee of the bid in the amount of 10% of the total value of the bid excluding VAT. The financial guarantee can be issued in the form of a bank guarantee issued by a bank based in the Republic of North Macedonia, or a cash deposit for the submitted bid, valid for no less than 14 days from the day the bid expires, in original form.

Article 6

- 1) JSC MEPSO will collect the financial guarantee for the submitted bid if the bidder:
 - withdraw his bid before the expiry of its validity period,
 - do not sign the Contract or

- did not provide the financial guarantee for quality execution of the Contract in the stipulated period.
- 2) JSC MEPSO will return the financial guarantee of the bid to all bidders, after signing the Contract and providing a financial guarantee for quality performance of the Contract with the most favorable bidders.

Article 7

Publication of the Public call

The call for submitting a bid should be published:

- On the website of JSC MEPSO in Macedonian, English and Albanian,
- In two national daily newspapers in the Republic of North Macedonia, one in the Macedonian language and one in the Albanian language.

Article 8

The documentation for the Public call is delivered to the interested bidders in person, at the premises of JSC MEPSO, and upon written request of the bidders, it can also be delivered by regular or fast mail to the address specified in the request. The documentation is handed over with prior attachment of proof of paid registration fee in the amount of 50.00 Euros, which serves to cover the costs of preparation, enforcement and implementation of the procurement process.

Article 9

The deadline for submission of bids should be at least 7 days from the day of publication of the Public Call for Bid Submission in two national daily newspapers in the Republic of North Macedonia.

Article 10

Public opening of bids

- 1) Bids should be opened publicly.
- 2) Only the authorized representatives of the bidders have the right to comment - remark at the public opening.

Article 11

Evaluation of bids

- 1) The prices at which electricity is procured to cover losses in the electricity transmission system are established based on a merit order list, according to the bids received at the Public call that meet the prescribed criteria for determining the ability.
- 2) The price of electricity contained in the submitted bids according to the Public call will be the only criterion for the merit order list.
- 3) The merit order list is formed in ascending order, where the electricity supply with the lowest price is ranked as the first-ranked bid.

Article 12

Selection of the most favorable bid

1. The Commission from Article 4 paragraph (2) of these Rules will select the most favorable bid/bids based on the criterion of the lowest accepted price for each month separately, determined in the Public Call for the submission of a bid, from the bids that meet the prescribed criteria for determining their ability.
2. The Commission from Article 4 paragraph (2) of these Rules has the right to request from the bidders who registered for the open call, before the public opening of the submitted bids, to submit a percentage reduction of the offered price for the total quantities of electricity.
3. The Commission from Article 4 paragraph (2) of these Rules prepares an evaluation report with a proposal to the General Director for the selection of the most favorable bid or a proposal for canceling the process.
4. The General Director makes a decision to select the most favorable bidder, or a decision to cancel the process.
5. After making the decision, within 1 (one) day, the Commission, Article 4 paragraph (2) of these Rules, notifies the bidders about the decision made.

Article 13

Signing a Contract

- 1) Based on the evaluation performed in accordance with Article 12 of these Rules, JSC MEPSO will sign an Agreement for the delivery of electricity to cover losses in the electricity transmission system with the most favorable bidders.
- 2) The bidder whose bid is selected as the most favorable should provide a financial guarantee for the timely and high-quality execution of the Contract in the form of a bank guarantee issued by a bank based in the Republic of North Macedonia, or a cash deposit, in the amount of 15% of the value of electricity for the month with the highest value of the delivery, no later than within 5 working days from the day of signing the Contract and it should be valid until 7 days after the end of the last month of delivery from the Contract.
- 3) The guarantee is a condition for the validity of the Contract and it should be irrevocable, unconditional and payable at the first written request.

Article 14

Liability for non-fulfillment of contractual obligations

- 1) The selected bidders who entered into a Contract with JSC MEPSO are obliged to fully fulfill their obligations for the delivery of the agreed power and quantity of electricity in the electricity transmission system in accordance with the Requirements for the delivery of electricity and power for the needs of JSC MEPSO, in which JSC MEPSO can exercise the right to use the agreed hourly flexibility for the delivery of electricity and power, specified in the Contracts.
- 2) If the selected bidder does not fulfill the conditions of paragraph (1), i.e. if the bidder does not supply fully or partially quantities of electricity and power in a given period on a daily basis, and if the same lasts for 3 consecutive days or a total of 5 days in the current month, and if that non-delivery is not caused by Force Majeure or non-acceptance by JSC MEPSO, the Buyer will act in accordance with the following points:
 1. activates the bank guarantee or will keep the deposit for quality execution of the Contract,
 2. charge a contractual penalty in the amount of 15% of the total value of the Contract,
 3. collect the possible damage that will be caused to him due to the non-fulfillment of his obligations by the selected bidder with whom he signed the Contract in an amount equal to the difference between the product of the amount of electricity not supplied by the Bidder and the price at which JSC MEPSO buys it from another Bidder or from another method obtains the undelivered amount of electricity in the electricity market, and the value of the IA for the corresponding month,
 4. terminate the Contract.

Article 15

Procedure for delivery of quantities of electricity

- 1) Bidders submit a daily electricity delivery schedule based on the Delivery Request submitted by the TSO.
- 2) The method and period of delivery of the Daily delivery schedule (nominations) will be defined in the Contract for the delivery of electricity to cover losses in the electricity transmission system.

-SECOND WAY OF PROCUREMENT-

Article 16

Subject

These rules for the procurement of electricity to cover losses in the electricity transmission system (hereinafter referred to as the Rules) regulate the conditions, method and process for the procurement of electricity by JSC MEPSO, in accordance with the provisions of the Law on Energy.

Article 17

Definitions and abbreviations

1) The definitions used in these rules shall have the following meaning:

Framework agreement (FA)	Agreement concluded between the Bidder and JSC MEPSO (Contracting Authority)
Bidder	Producers, traders and suppliers of electricity registered in accordance with legal regulations, and who possess a license issued by the Energy and Water Services Regulatory Commission (ERC) as well as an EIC code issued by JSC MEPSO.
Qualified bidder	A bidder who has concluded a Framework Agreement with JSC MEPSO
Selected bidder	A bidder who has concluded an Individual Agreement with JSC MEPSO
Open Public Call	Advertisement published in two national daily newspapers in the Republic of North Macedonia and available on the website www.mepso.mk
Procurement of electricity	Process implemented by JSC MEPSO in accordance with these Rules for the procurement of electricity to cover losses in the electricity transmission system
Bid	Bid to sell electricity (MWh) at a certain price (EUR/MWh) rounded to two decimal places, submitted by the bidder
Individual Agreement (IA)	Procurement agreement between the Qualified Bidder and JSC MEPSO, which determines the commercial conditions for the appropriate procurement and sale of electricity.
Individual Request for Bidding (IRB)	A document sent by JSC MEPSO to all qualified bidders via e-mail, which precisely determines the conditions according to which the process of purchasing electricity will be carried out to cover losses in the electricity transmission system.
Process for procurement of electricity	The sequence of events related to the procurement of electricity starting with IRB by JSC MEPSO, submitted bids by qualified bidders, evaluation and selection of the most favorable bidders ends with the conclusion of an Individual Agreement (IA) with the selected bidders.
Request for delivery of electricity and power	Request for delivery of electricity and power to cover losses in the electricity transmission system for a 24-hour period

	submitted by TSO to the selected bidder/bidders, on day D-2 for day D, submitted via email.
Daily delivery schedule (nomination)	It represents an electricity delivery schedule with 24-hour amounts of electricity and power delivered by the selected bidder/bidders. The daily schedule is submitted on the basis of the Request for the delivery of electricity and power and it must be harmonized according to the Balancing Rules.

2) Abbreviations covered by these Rules:

JSC MEPSO	Electricity Transmission System Operator of the Republic of North Macedonia, a Joint Stock Company for electricity transmission and power system control, in state ownership, Skopje
FA	Framework agreement
IA	Individual agreement
IRB	Individual Request for Bidding
TSO	Transmission Operator
ERC	Energy and Water Services Regulatory Commission

Article 18

Initiation of process for procurement of electricity

- 1) JSC MEPSO is obliged to procure electricity to cover losses in the electricity transmission system according to market conditions, in a transparent, non-discriminatory, and competitive manner.
- 2) The procurement of electricity to cover the losses in the electricity transmission system, JSC MEPSO will carry out in the following ways:
 1. On the open market, through a tender procedure for the procurement of electricity to cover losses in the electricity transmission system and/or
 2. On an organized electricity market in the Republic of North Macedonia, if conditions exist for that.

The procurement of electricity to cover losses in the electricity transmission system, JSC MEPSO can be performed as:

- Yearly and/or
- Quarterly and/or
- Monthly.

Article 19

Subject of procurment

- 1) The process for procurement of electricity to cover the losses of electricity in the electricity transmission system begins with the TSO Subsidiary, by submitting a Request to the General Director of JSC MEPSO for approval of the procurement and the formation of a committee in charge of preparation and implementation of the procurement in question. The request contains:
 - subject of procurement,
 - procurement quantities,
 - planned funds.
 - the members of the Commission responsible for the preparation and implementation of the process, which consists of 5 members, of which at least one is an electrical engineer.
- 2) Based on the Request, the General Director makes a Decision to start the procurement, which will state:
 - subject of procurement,
 - procurement quantities,
 - planned funds.
 - the members of the Commission responsible for the preparation and implementation of the process.

Article 20

Publication of a call for expressions of interest

The call for expressions of interest for the conclusion of a Framework Agreement for the procurement of electricity to cover losses in the electricity transmission system should be announced:

- On the website of JSC MEPSO in Macedonian, English and Albanian,
- In two national daily newspapers in the Republic of North Macedonia, one in the Macedonian language and one in the Albanian language.

Article 21

Conditions for signing the FA

- 1) Producers, suppliers and/or traders of electricity who are registered participants in the electricity market in the Republic of North Macedonia and who hold a license to perform appropriate energy activity issued by ERC have the right to show interest in concluding an FA, as well as the EIC code issued by JSC MEPSO.
In order to prove the ability to perform a professional activity, the bidder should submit:
 - License for a producer or trader or supplier of electricity registered in accordance with the legal regulations of the Republic of North Macedonia, i.e. one who holds an appropriate license issued by ERC valid for the entire duration of the Contract (original or notarized copy) and

- Statement that he has an EIC code, issued by JSC MEPSO.
- 2) In order to prove his personal ability, the bidder should submit the following documents:
 - a statement by the bidder that the bidder or the person who is a member of the management or supervisory body of that bidder or who has the authority to represent or make decisions or supervise him, in the last five years has not been given a final court verdict for a committed criminal offense which has elements of the crimes of participation in a criminal association, corruption, evasion of taxes and contributions, terrorism or criminal offenses related to terrorist activities, money laundering and terrorist financing and abuse of child labor and human trafficking, established in the Criminal Code; This statement is drawn up and signed by the bidder himself and it does not have to be certified by a competent authority.
 - confirmation of paid taxes, contributions and other public duties from a competent authority of the country where the bidder is registered.
 - confirmation that no bankruptcy procedure has been opened by a competent authority or a single document to prove the ability.
 - confirmation from the Register of Penalties for Criminal Offenses of Legal Entities that he has not been sentenced to a secondary penalty, prohibition to participate in procedures for public calls, allocation of public procurement contracts and public-private partnership contracts or a single document to prove the ability.
 - confirmation from the Register of Penalties for Criminal Offenses of Legal Entities that he has not been sentenced to a secondary punishment, a temporary ban on performing a separate activity or a single document to prove the ability.
 - confirmation that no misdemeanor sanction has been imposed on him by a enforceable judgment - a ban on performing a profession, activity or duty or a single document to prove the ability;

The certificates are issued by competent authorities in the country where the bidder is registered. If the country in which the bidder is registered does not issue these documents or if they do not cover all the above cases, the bidder can submit a statement certified by a competent authority.

The documents from this article must not be older than 3 (three) months counted from the deadline for submission of retroactive offers.

In order to qualify as capable of performing the IA in terms of its technical capability, the bidder should submit:

- A statement signed by the bidder clearly states that the bidder irrevocably acknowledges its full and exclusive responsibility in guaranteeing the delivery of electricity to the place of delivery.
- 3) JSC MEPSO will conclude an FA with all bidders who meet the conditions specified in these Rules. Based on the concluded FA, JSC MEPSO invites Bidders to participate in the sale of electricity to cover losses in the electricity transmission system in accordance with the needs defined in the IRB.

- 4) If, after conducting the call for expressions of interest for concluding a FA, new bidders who are interested in concluding a FA with JSC MEPSO for the sale of electricity to cover losses in the electricity transmission system come forward, they can additionally submit all the necessary documents specified in these Rules and if they meet the conditions to enter into an FA with JSC MEPSO.
- 5) All secured bank guarantees or funds deposited by the Bidder to JSC MEPSO are the property of JSC MEPSO and cannot be used for other purposes, except for covering the possible damages suffered by JSC MEPSO due to non-fulfillment of the Contract and for the procurement of electricity to cover the losses in the electricity transmission system.

Article 22

Individual Request for Bidding (IRB)

- 1) Before each procurement of electricity to cover losses in the electricity transmission system, JSC MEPSO will send an IRB to all qualified Bidders who have concluded a FA for the procurement of electricity.
- 2) The IRB from paragraph (1) of this article will contain the following:
 - Date, time and method of submission of bids according to IRB,
 - Electricity and power delivery period,
 - Place of delivery,
 - Demanded power expressed in MW and electricity expressed in MWh, for the entire delivery period (ЛЮТ),
 - Criteria for evaluation and selection of bids,
 - Minimum and maximum bid size,
 - Number of bids per bidder,
 - Allowed deviations (flexibility) from the agreed power and agreed quantities,
 - Payment terms,
 - Evaluation of the bids and decision on the selection of the best bid,
 - Bid validity period,
 - Special conditions,
 - Financial guarantee for the bid in the form of a bank guarantee or cash deposit for the submitted bid,
 - Amount of bank guarantee for timely and quality execution or cash deposit for the needs of the Individual Agreement (IA).
- 3) JSC MEPSO will send the IRB to all qualified Bidders via e-mail.
- 4) All bids that will be submitted by the Bidders in connection with the IRB must contain all the elements and documents specified in the IRB and the same must be submitted to JSC MEPSO within the specified period, according to the method established in the IRB.
- 5) JSC MEPSO can extend the deadline for submission of bids, evaluation of bids and the decision to choose the best bid, if it is appropriate to the needs and conditions of competitiveness and own needs.

- 6) JSC MEPSO may decide not to conclude an IA or cancel the electricity procurement process, and Bidders are not entitled to claim any compensation.
- 7) JSC MEPSO is obliged to keep written evidence of the bids.
- 8) JSC MEPSO may decide to withdraw the IRB at any time and cancel the process for the procurement of electricity to cover the losses in the electricity transmission system without any obligation to compensate damages on any basis to any Party in the process.

Article 23

Conditions for participation in the Public Call

The right to participate in the public call has every qualified bidder who has signed the FA to whom the IRB has been delivered electronically and who will submit a financial guarantee of the bid in the amount of 10% of the total value of the bid excluding VAT. The financial guarantee can be issued in the form of a bank guarantee issued by a bank based in the Republic of North Macedonia, or a cash deposit for the submitted bid, valid for no less than 7 working days from the day the bid expires, in original form.

Article 24

Public opening of bids

- 1) Bids should be opened publicly.
- 2) Only the authorized representatives of the bidders have the right to comment - remark at the public opening.

Article 25

Evaluation of bids

- 1) The prices at which electricity is procured to cover losses in the electricity transmission system are established based on a merit order list, according to the bids received at the public call that meet the prescribed criteria for determining the ability.
- 2) The price of electricity contained in the submitted bids according to the public call will be the only criterion for the merit order list.
- 3) The merit order list is formed in ascending order, where the electricity supply with the lowest price is ranked as the first-ranked bid.

Article 26

Selection of the most favorable bid

- 1) The commission from Article 19 paragraph (2) of these Rules will select the most favorable bid/bids based on the criterion of the lowest accepted price for each period defined in the IRB.
- 2) The Commission from Article 19 paragraph (2) of these Rules has the right to request from the bidders based on the submitted IRB, before the public opening of the submitted bids, to submit a percentage reduction of the offered price for the total quantities of electricity for the period in question.
- 3) The commission from Article 19 paragraph (2) of these Rules prepares an evaluation report with a proposal to the General Director for the selection of the most favorable bid or a proposal for canceling the process.
- 4) Based on the report on the conducted process for the procurement of electricity to cover the losses in the electricity transmission system, the General Director of JSC MEPSO makes a decision on the selection of the most favorable bidders.
- 5) After making the decision, within 1 (one) day, the Commission Article 19 paragraph (2) of these Rules informs the bidders about the decision made.

Article 27

Signing of an Individual Agreement for the purchase of electricity to cover losses in the electricity transmission system

- 1) To the selected bidders, JSC MEPSO will submit for signing an IA containing provisions for the agreed transactions such as quantity and power, delivery period, point of delivery, flexibility in the delivery of the agreed amount of energy described in Annex 1, amount of financial guarantee for timely and quality performance, price, terms of payment and method of invoicing.
- 2) The selected Bidders, within the term and manner defined in the IRB, but no longer than 5 (five) working days after signing the IA, are obliged to submit to JSC MEPSO a financial guarantee for the timely and quality execution of the IA in the amount of 15% of the value of the IA, in the form of a bank guarantee issued by a bank based in the Republic of North Macedonia, or a deposit on the account of JSC MEPSO and it should be valid until 7 days after the end of the last month of delivery from the IA.
- 3) If the selected qualified bidder does not sign the IA or does not submit a bank guarantee for timely and quality performance or does not pay a deposit within the specified period, Page 12 JSC MEPSO will activate the bid guarantee or keep the deposit specified in Article 23 of these Rules.
- 4) The IA signed by JSC MEPSO will be sent by e-mail to the selected bidders.
- 5) IAs in original form will be exchanged by private mail only with bidders who have been selected as the most favorable bidders.

Article 28

Liability for breach of obligations

- 1) The selected bidders who have entered into a IA with JSC MEPSO are obliged to fully fulfill their obligations for the delivery of the agreed power and amount of electricity in the electricity transmission system in accordance with the requirements for the delivery of electricity and power for the needs of JSC MEPSO, in which JSC MEPSO can exercise the right to use the agreed hourly flexibility for the delivery of electricity and power, specified in the IA.
- 2) If the selected bidder does not act in accordance with the provisions of the FA, IA or IRB, that is, if the does not deliver fully or partially quantities of electricity and power in a given period on a daily basis, and if the same lasts for 3 consecutive days or a total of 5 days in the current month, and if that non-delivery is not caused by Force Majeure or non-acceptance by JSC MEPSO, the Buyer will act in accordance with the following points:
 - will activate the bank guarantee or keep the deposit for quality performance of the Contract
 - will terminate the IA,
 - will charge a contractual penalty in the amount of 15% of the total value of the IA, and
 - will demand compensation for damages in an amount equal to the difference between the product of the amount of undelivered electricity by the Bidder and the price at which JSC MEPSO buys it from another Bidder or otherwise receives the undelivered amount of electricity on the electricity market, and the IA value for the corresponding month.
- 3) If the selected Bidder does not settle all financial obligations arising from the non-fulfillment of the IA from paragraph (1) of this article, the Bidder does not have the right to participate in the process for the procurement of electricity to cover the losses in the electricity transmission system in the next 6 months, or until it settles the stated obligations to JSC MEPSO.
- 4) If even after the expiration of the time period during which it is forbidden to participate in the process of purchasing electricity to cover the losses in the electricity transmission system, the Bidder does not settle the financial obligations according to paragraphs (2), (3) and (4), the Buyer has right to terminate the FA.
- 5) If the Buyer terminates the FA in accordance with paragraph (4) of this Article, the Bidder is still obliged to settle all financial obligations to the Buyer.

Article 29

Process for delivery of quantities of electricity

- 1) The selected bidders submit a Daily delivery schedule based on the Delivery Request submitted by the TSO.
- 2) The method and period of delivery of the Daily delivery schedule (nominations) will be defined in the IA for delivery of electricity to cover losses in the electricity transmission system.

III. COMMON PROVISIONS

Article 30

Legal protection

- 1) Any bidder who has a legal interest in obtaining the procurement contract and has remarks about omissions or errors made in the operation of the Commission for the evaluation of bids and is not satisfied with the decision made to select the most favorable bidder, may request legal protection against the decisions, actions and omissions to take action by means of a complaint submitted to the Management board of JSC MEPSO within 2 (two) calendar days from the day of receipt of the notification for the selection of the most favorable bidder, by delivering the complaint in person or by mail, with clearly and precisely explained reasons for it. The Management board decides on the bidder's appeal within 2 (two) days, counted from the day of receipt of the appeal.
- 2) The bidder who is not satisfied with the decision of the Management board of JSC MEPSO may, within 2 (two) days, counted from the day of receipt of the decision made by the Management board of JSC MEPSO, have the right to initiate proceedings before a competent court.
- 3) The procedure from paragraph (2) of this Article does not delay the signing of the IA between JSC MEPSO and the most favorable bidder selected by JSC MEPSO.

Article 31

Monitoring

- 1) JSC MEPSO at the end of the year G notifies ERC about the way it will provide electricity to cover the losses in the electricity transmission system in the year G+1.
- 2) JSC MEPSO is obliged to submit a report to ERC on the procurement of electricity to cover losses in the electricity transmission system within 5 days of signing the Contract with the bidders who have been selected as the most favorable.

Article 32

Costs

All costs for the preparation of the bids, participation in the process and/or cancellation of the electricity procurement process will be covered exclusively by the bidders.

IV. TRANSITIONAL AND FINAL PROVISIONS

Article 33

Transitional and final provisions

- 1) On the date of entry into force of these Rules, the Rules for the procurement of electricity to cover losses in the electricity transmission system, adopted by the Management board of the Electricity Transmission System Operator of the Republic of North Macedonia, a Joint Stock Company for electricity transmission and power system control, in state ownership, Skopje shall cease to be valid with Decision No. 02-6692/9 of November 21, 2019.
- 2) The contracts for the procurement of electricity to cover the losses in the electricity transmission system concluded in accordance with the Rules for the procurement of electricity to cover the losses in the electricity transmission system adopted by the Management Board of the Electricity Transmission System Operator of the Republic of North Macedonia, a Joint Stock Company for electricity transmission and power system control, in state ownership, Skopje with Decision No. 02-6692/9 of November 21, 2019 continue to be applied until the validity of the contracts expire.

Article 34

Entry into force

These rules enter into force on the day of their adoption, after prior approval by ERC, and will be published in the Official Gazette of the Republic of North Macedonia and on the website of JSC MEPSO.

ANNEX 1

METHODOLOGY FOR DETERMINING THE AMOUNTS OF ELECTRICITY TO COVER LOSSES IN THE POWER TRANSMISSION SYSTEM

1. Electricity and Power Delivery Diagram.

The total monthly amounts of electricity needed to cover the losses in the electricity transmission system of the Republic of North Macedonia, as well as the corresponding power and modulation coefficient for each month, especially for the year G, are calculated based on the achieved total hourly consumption of electricity in the year G-1 for the respective month. For the months for which there are no data on the realization for the year G-1, data for the corresponding months of the year G-2 are taken.

Based on these data, a characteristic monthly diagram of the total consumption for the year G is created, for each month separately.

From the data on the total monthly needs of electricity for the year G, submitted by the users of the electricity transmission system, and taking into account the characteristic monthly diagram of the total consumption from the years G-1 and G-2, a characteristic monthly diagram of the total consumption is defined for every month separately for the year G. The monthly amounts of electricity needed to cover the losses in the electricity transmission system are obtained as a product of the monthly

consumption from the characteristic diagram for the year G and the achieved percentage of losses in the corresponding month in the year G-1, i.e. G-2.

The thus obtained monthly amounts of losses in the electricity transmission system are distributed on an hourly basis according to the characteristic monthly diagram of the total consumption for the given month, whereby a characteristic monthly diagram of losses for the year G is obtained.

From a typical monthly loss diagram for the year G, the modulation coefficient is determined for each month separately as a ratio between night and day power. The quantities defined in this way are subject to the procurement of the public call.

2. Delivery Request (Hourly Diagram)

JSC MEPSO has the right to flexibility of $\pm 20\%$ of the agreed hourly power, for each hour separately, which it will deliver to the selected bidder on day D-2 for day D.

The request for the delivery of electricity and power to cover the losses is made by TSO on the basis of the achieved hourly consumption and hourly losses in the previous days and the forecasted hourly consumption for the day D.

ANNEX 2

FRAMEWORK AGREEMENT

for the purchase of electricity to cover the losses in the electricity transmission system

Concluded between

JSC MEPSO, Skopje with address Maksim Gorki No.4, 1000 Skopje, Republic of North Macedonia in the capacity of Employer (In the following text: "**JSC MEPSO**") represented by _____ (in the following text: "**Buyer**").

And

_____, (Name of Bidder) with registered office at _____ (Address, City, State), represented by _____ (Name of authorized person) in the capacity of Bidder (hereinafter referred to as "**Bidder**").

In the following text jointly as "**Contracting Parties**" or "**Parties**".

Definitions

- 1) The terms used in this Agreement are defined in the Rules for procurement of electricity for covering losses in the electricity transmission system.

The Parties agree:

JSC MEPSO shows interest in concluding a Framework Agreement for the procurement of electricity to cover losses in the electricity transmission system, by publishing a Call for Expressions of Interest in concluding a Framework Agreement (no. _____) from _____ (given in Annex 1 to this Contract).

Producers, suppliers and/or traders of electricity from the Republic of North Macedonia who are registered participants in the electricity market in the Republic of North Macedonia and possess a license to perform appropriate energy activity issued by the Energy and Water Services Regulatory Commission of the Republic of North Macedonia, as well as the EIC code issued by JSC MEPSO.

After the evaluation of the received Expression of Interest, JSC MEPSO evaluates the Bidder as qualified to conclude a Framework Agreement for the procurement of electricity to cover the losses in the electricity transmission system. The Bidder is assigned an identification number that will be used exclusively within the framework of the Framework Agreement.

JSC MEPSO will submit to the qualified Bidder, Individual request for bidding (hereinafter: IRB) in accordance with the electricity procurement plans to cover the losses in the electricity transmission system which are the exclusive right and responsibility of JSC MEPSO.

JSC MEPSO will supply valid necessary amounts of electricity to cover the losses in the electricity transmission system in accordance with the conditions of this FA and the requirements of each IRB.

I. SCOPE OF THE AGREEMENT

Article 1

- 1) Framework Agreement (hereinafter: FA) is an Agreement between JSC MEPSO and Bidders who meet the conditions specified in the Rules for procurement of electricity to cover losses in the electricity transmission system.
- 2) This FA governs all transactions that the Parties will enter for the purpose of buying, selling, delivering and receiving electricity. The details of each individual transaction will be specified in each Individual Agreement (hereinafter: IA).
- 3) All IAs and this FA shall form a single Agreement between the Parties (collectively referred to as: the Agreement). The provisions of this FA constitute an integral part of each IA.

Article 2

- 1) Within the terms of the FA, the Bidder is qualified to participate in each individual process for the procurement of electricity to cover the losses in the electricity transmission system.
- 2) The bids submitted by the Bidders will be evaluated and the best bid will be determined in accordance with the selection criteria defined in each IRB.

- 3) The Buyer has the right to accept the most favorable bids, in whole or in part or not to accept the most favorable bids at all, depending on the decision of the Commission. The Bidder has no right to demand any compensation from the Buyer if his bid is not selected as the most favorable.

Article 3

- 1) The Bidder, in accordance with the Buyer's requirements, submits a bid for the purposes of procurement of electricity only to cover the losses in the electricity transmission system, as defined in Article 1 of this Agreement.
- 2) The Buyer has no obligation to guarantee to the Bidder that he will procure certain amounts of electricity from him, nor to guarantee him a certain number of contracted IAs.
- 3) The Buyer reserves the right to determine the periods and quantities for procurement and delivery in accordance with his needs.

II. INDIVIDUAL REQUEST FOR BIDDING

Article 4

- 1) The Buyer, in accordance with his plans and needs, including time periods chosen according to his own needs, will issue the IRB and deliver it to the Seller, i.e. to all the signatories of the FA via e-mail.
- 2) Each IRB shall contain at least:
 - date, time and method of submission of bids according to IRB,
 - the place and time of the Public Opening of Bids, which will be attended by the authorized representatives of the qualified bidders,
 - electricity and power delivery period,
 - place of delivery,
 - requested power expressed in MW and electricity expressed in MWh, according to the requested load diagram,
 - criteria for evaluation and selection of bids,
 - minimum bid size in MW,
 - modulation coefficient for each month,
 - permitted deviations from the agreed power and agreed quantities,
 - deadline for submission of bids,
 - evaluation of bids and decision to select the best bid,
 - bid validity period,
 - bid guarantee for the submitted bid under the IRB,
 - other conditions.

- 3) The buyer can extend the time limit for submission of bids, evaluation of bids, decision to choose the best bid, if it is appropriate to the needs and conditions for competitiveness and own needs.
- 4) The Buyer has the right to cancel the IRB according to his own needs at any time and is not obliged to announce the reasons for terminating the process and is not responsible for any loss, costs and damages caused to the other Party. The Buyer shall notify the Bidder of the termination of the IRB.
- 5) The Bidder is obliged to follow and undertakes to comply with all instructions issued by the Buyer specified in the IRB.

III. EVALUATION OF BIDS

Article 5

- 1) Only bids received within the stipulated period according to the IRB will be taken into account for evaluation according to the "lowest price" criterion. In the case of receiving more than one bid with an identical lowest price, priority during the selection will be given to the first submitted bid.
- 2) The evaluation will be conducted in the following way:
 - the bid will be arranged in a Merit order list, starting with the lowest price, and ending with the highest price offered,
 - bids that do not contain all the necessary elements (documents) specified in the IRB will be assessed as incomplete and unacceptable and will not be evaluated,
 - bids that do not contain valid and complete financial guarantees will be deemed incomplete and unacceptable and will not be evaluated.

Article 6

The Buyer reserves the right to select more than one Bidder, accept a partial bid from any Bidder or reject a bid in accordance with the guidelines and criteria previously provided in the IRB.

IV. INDIVIDUAL AGREEMENT

Article 7

- 1) Before the expiration of the validity of the bid, the Buyer will notify the selected Bidder in writing by e-mail that his bid has been fully or partially accepted and will invite him to conclude the IA within a period defined in the IRB.

- 2) As long as the IA is not concluded, the Buyer may decide not to conclude the IA or cancel the electricity procurement process, and the Bidders are not entitled to claim any compensation.
- 3) The Buyer will provide the IA to the Bidder only if its bid is accepted within the electricity procurement process.
- 4) The IA for procurement will contain the following:
 - information regarding the Bidder and responsible contact persons,
 - delivery period,
 - agreed power expressed in MW according to the load diagram,
 - agreed amount of electricity in MWh according to the load diagram,
 - agreed price for electricity, per product, expressed in EUR/MWh, excluding VAT,
 - delivery point,
 - agreed flexibility in the delivery of the agreed power and quantity according to the IRB and the load diagram,
 - payment terms,
 - amount of financial guarantee for timely and quality execution;
 - other conditions.
- 5) The Buyer will deliver to the Bidder a signed IA after the notification in accordance with paragraph 1 of this Article of this FA.
- 6) The IA will be accepted and signed by the Bidder without further negotiation.
- 7) The IA enters into force on the day of signing and will be valid upon fulfillment of all the obligations specified in it.
- 8) If the Bidder does not sign the IA in accordance with paragraph 6 of this Article, or does not submit a bank guarantee for timely and quality performance or does not pay a deposit for the IA within the specified period or withdraws the bid before the expiration of its validity, the Buyer will activate the guarantee for the bid or will retain the bid deposit and may be barred from participating in the electricity procurement process for the next 6 months. To activate the ban on participation, the Buyer will provide the Bidder with a written notification via email.
- 9) IAs will be concluded only between the authorized persons of both Parties.
- 10) After the conclusion of each IA, the Bidder agrees to sell electricity to the Buyer and the Buyer agrees to take over and pay for the electricity delivered in the quantity and in the manner provided for in this FA and the relevant IA.
- 11) In case of differences between the text of FA and IA, the text in IA will prevail over FA.
- 12) The IA can be terminated before the end of the period defined in it, in case of non-fulfillment of its obligations or in accordance with Article 17 of this FA.

Article 8

Original documents will be exchanged by mail only with Bidders selected to enter into an IA.

V. RIGHTS AND OBLIGATIONS

Article 9

Rights and obligations of the Bidder

- 1) In order to participate in the electricity procurement process, organized by the Buyer, the Bidder agrees to submit bids for the sale of electricity according to the conditions defined in a certain IRB.
- 2) The submission of a bid by the Bidder implies the acceptance of all conditions specified in the IRB. The conditions will be binding on the Bidder if his bid is accepted.
- 3) The Bidder agrees to submit a financial guarantee to the bid to ensure its participation in the electricity procurement process organized by the Buyer.
- 4) The Bidder agrees that the financial can be activated by the Buyer if the Bidder acts in the manner described in article 7, paragraph 8 of this Agreement.
- 5) In accordance with each IA, the Bidder will deliver the agreed quantities of electricity and power at the point of delivery, according to the requested Electricity Delivery Diagram for the needs of the Buyer for a specified period, during which the Buyer can exercise the right to use the agreed electricity and power delivery flexibility specified in each IRB and IA.
- 6) The Bidder shall bear all risks and be responsible for all costs and fees related to the delivery of the agreed quantities of electricity to the point of delivery in accordance with the IRB.
- 7) In the event that the Bidder does not deliver all or part of the quantities of electricity and power in a given period on a daily basis, and if the same lasts for 3 consecutive days, the Bidder agrees that the Buyer shall act in accordance with the paragraphs of Article 17, and the Bidder shall not have the right to demand any compensation.

Article 10

Rights and obligations of the Buyer

- 1) The Buyer will define the terms in each individual IRB that will be initiated by him.
- 2) The Buyer will send the IRB to the Bidder via email, each time it initiates an electricity procurement process.
- 3) The Buyer can activate the guarantee of the bid, i.e. keep the deposit paid on the bid if the Bidder does not conclude the IA within the stipulated period, or does not provide a bank guarantee for timely and quality performance or does not pay a deposit for the IA or withdraws the bid before its validity expires according to article 7 paragraph 8 of this FA.
- 4) The Buyer may exclude the Bidder from the electricity procurement process in accordance with Article 7 paragraph 8 of this FA.
- 5) Until the IA is concluded, the Buyer may decide to cancel the electricity procurement process, without the Bidder having the right to demand any compensation.

- 6) The Buyer shall require from the Bidder that electricity and power be delivered in accordance with the Electricity and Power Delivery Diagram, in which the Buyer may exercise the right to use the agreed flexibility for the delivery of electricity and power, specified in each IRB and IA.
- 7) In the event that the Bidder does not deliver all or part of the quantities of electricity and power in a given period on a daily basis, and if the same lasts for 3 consecutive days, the Buyer will act in accordance with the paragraphs of Article 17 and the Bidder will not have the right to request any compensation.
- 8) The Buyer will take over and pay the Bidder the delivered electricity and power according to the IA.
- 9) With the exception of paragraph (8) of this Article, the total amount of electricity taken by the Buyer agreed in the IA may deviate depending on the use of agreed flexibility in the delivery of the agreed power and quantity by the Buyer, as defined in the IRB and IA.

VI. TERMS OF PAYMENT

Article 11

- 1) The Buyer is obliged by the third working day after the end of the month defined in the IA, to submit to the Bidder via e-mail data on the amount of electricity that was realized in the previous month.
- 2) Within one working day after receiving the document from paragraph (1), the Bidder is obliged to return it to the Buyer via e-mail with confirmed amounts of electricity.
- 3) If there is a disagreement between the Parties regarding the delivered amount of electricity, the data taken into account by the Electricity transmission system operator in the Republic of North Macedonia will be considered valid.

Article 12

- 1) Based on the harmonized document from Article 7 of this FA, the bidder will issue an invoice within 8 (eight) days after the end of each month of delivery of the delivered quantities of electricity.
- 2) The Buyer will make the payment of the invoice to the giro account of the Bidder in accordance with the instructions given in the invoice, by referring to the invoice number.
- 3) It will be considered that the Buyer has performed its obligation from the IA, if the Buyer timely pays the entire amount of the invoice, according to the price agreed in the IA, to the giro account of the Seller.

Article 13

- 1) The Buyer is obliged to pay the invoice amount within 30 days from the end of the month.
- 2) The Buyer will pay for the procurement of electricity in Denars (MKD) according to the official middle exchange rate of the National Bank of the Republic of North Macedonia, for the currency Euro (EUR), on the last day of the month of delivery.
- 3) The invoice for the procurement and sale of electricity will be increased by the value of VAT in accordance with the legal regulations in force in the Republic of North Macedonia.
- 4) For late payment of the invoice, the Buyer is obliged to pay the Bidder legal penalty interest.

VII. WARRANTIES

Article 14

- 1) In order to participate in the electricity procurement process, the Bidder agrees to provide a Guarantee for the bid or deposit a deposit, in the amount of 10% of the total value of the bid excluding VAT, as stated in the specified IRB. The financial guarantee can be issued in the form of a bank guarantee issued by a bank based in the Republic of North Macedonia, or a cash deposit for the submitted bid, valid for no less than 7 working days from the day the bid expires, in original form.
- 2) The Bidder agrees that when concluding the IA, and no longer than 5 working days after signing, to provide a guarantee for timely and quality execution of the IA, in the amount of 15% of the total value of the IA. The financial guarantee can be issued in the form of a bank guarantee issued by a bank based in the Republic of North Macedonia, or a deposit in the account of JSC MEPSO, and it should be valid for 7 days after the end of the last month of delivery from the IA.
- 3) If the Bidder does not conclude an IA or does not provide a bank guarantee for timely and quality performance, or does not pay a deposit for the IA, within the defined time frame, the Buyer will activate the provided guarantee for the bid or keep the submitted deposit for the bid.
- 4) The Bidder agrees that the Buyer may activate the bank guarantee for timely and quality performance in the event that the Bidder does not fulfill its obligations under the FA and/or the IA in question or retain the deposit for the IA.
- 5) The financial guarantee for the bid and the financial guarantee for the timely and quality execution of the IA can be issued in the form of:
 - Bank guarantee. All reputable banks are acceptable to the Buyer. All costs and commissions in providing and forwarding the bank guarantee are borne by the issuer, or
 - deposited funds that the Bidder deposits as follows:

recipient / user: JSC MEPSO, Maksim Gorki No. 4, Skopje, for the purpose of payment: financial guarantee for the bid or financial guarantee for timely and high-quality execution of IA, to one of the giro accounts of the Employer:

- no. 200001086598648 at Stopanska banka JSC, Skopje, or
 - no. 250010100845336 - Šparkase Banka Makedonija JSC Skopje, or
 - no. 210059337810365 at NLB Tutunska banka JSC, Skopje, or
- 6) The bank guarantee should be irrevocable, unconditional and payable on first written demand.

Article 15

After the completion of a certain process of electricity procurement, the guarantee of the bid or the deposit paid for the bid will be returned by the Buyer, in the cases if:

- The Seller is not selected as the best Bidder, or
- The Seller has been selected as the best Bidder and has promptly submitted a bank guarantee for timely and quality performance or has promptly paid a deposit for the IA.

VIII. CONFIDENTIALITY

Article 16

- 1) The conditions specified in the IA will be considered confidential information and neither of the Parties will disclose this information to any third Party.
- 2) The following information shall not be considered confidential if:
 - a) is published with the prior written consent of the other Party
 - b) is disclosed at the request of legal and by-laws, the Energy and Water Services Regulatory Commission of North Macedonia, or in connection with judicial or regulatory proceedings, whereby each of the Parties will ensure, as far as is practically allowed by the relevant law or regulation, to prevent or limit the disclosure of the information and immediately notify the other Party;
 - c) represents public information; or
 - d) is disclosed for statistical reasons, while care will be taken to ensure that such disclosure does not include the identity of the other Party.

The Parties are obliged to respect confidentiality obligations for a period of two (2) years after the expiry of the respective IA.

IX. BREACH OF CONTRACTUAL OBLIGATIONS

Article 17

- 1) If the selected Tenderer does not act in accordance with the provisions of FA, IA or IRB, i.e. if the Tenderer does not deliver fully or partially amounts of electricity and power in a given period on a daily basis, and if the same lasts for 3 consecutive days or a total of 5 days in the current month, and if that non-delivery is not caused by Force Majeure or non-acceptance by JSC MEPSO, the Buyer will:
 1. activate the bank guarantee for timely and quality execution or keep the IA deposit,
 2. terminate the IA;
 3. collect a contractual penalty in the amount of 15% of the total value of IA, and
 4. collect compensation for damages in an amount equal to the difference between the product of the amount of electricity not delivered by the Bidder and the price at which JSC MEPSO buys it from another Bidder or otherwise obtains the amount of electricity not delivered on the electricity market, and the IA value for the corresponding month.
- 2) If the selected Bidder does not settle all financial obligations arising from the non-fulfillment of the IA in accordance with paragraph (1), the Bidder has no right to participate in the process for the procurement of electricity to cover the losses in the electricity transmission system in the next 6 months, or until they settle the stated obligations to JSC MEPSO.
- 3) If even after the expiration of the time period during which it is forbidden to participate in the process of procurement of electricity to cover the losses in the electricity transmission system, the Bidder does not settle the financial obligations according to paragraphs (2), (3) and (4), the Buyer has right to terminate the FA.
- 4) If the Buyer terminates the FA in accordance with paragraph (3) of this Article, the Bidder is obliged to settle all financial obligations to the Buyer.

X. DISPUTE RESOLUTION

Article 18

- 1) The Parties agree that they will try to resolve any dispute arising in connection with this FA in a peaceful manner, in the spirit of good business cooperation.
- 2) In the event that the dispute cannot be resolved amicably, the disputes arising from this FA will be resolved before a local competent court.

XI. CONTRACT DURATION

Article 19

This Contract is considered concluded from the moment of its signing and verification with a seal by the authorized persons of the Parties.

Article 20

This Contract is applicable from the date of its conclusion in accordance with Article 19 of this agreement and it will continue to be valid until none of the Parties requests its termination.

Article 21

This Contract may be terminated:

- if the Contract becomes unenforceable due to changes in the applicable laws and by-laws in the Republic of North Macedonia,
- unilateral termination if one of the Parties does not act in accordance with the conditions given in this FA or IA and/or does not fulfill, in whole or in part, the rights and obligations of this FA or IA.

Article 22

The notice of termination of this Contract shall be delivered in writing from one Party to the other. The notice period for terminating this Contract will be at least 30 days before the date from which the FA will be considered terminated.

XII. FINAL PROVISIONS

Article 23

- 1) If any provision of this Contract ceases to be valid due to a court decision, acts of state authorities, a decision of the Government of the Republic of North Macedonia or the ERC, that provision will no longer be part of this Contract, and the rest of the provisions will continue to apply.
- 2) Amendments and additions to this Contract will be made with an Annex to the Contract, in written form, signed by both Parties.
- 3) This Contract is concluded in the Macedonian language.

Article 24

For everything that is not regulated in this Contract, the other legal and by-law regulations in the Republic of North Macedonia will be applied.

Article 25

- 1) Persons authorized to exchange information and undertake activities based on this FA by JSC MEPSO: - -----
- 2) Persons authorized to exchange information and undertake activities based on this FA by the Bidder: -----

Article 26

- 1) In case of inconsistency of the terms of the IA and the provisions of this FA, the terms of the IA shall prevail for the purposes of the said IA. Headings and subheadings are for editing the text only and do not affect the interpretation of the FA.
- 2) The Parties sign this Contract, through their authorized representatives, in four (4) original copies - two for each Party

For the Bidder

For JSC MEPSO

General Director
