



REQUEST FOR QUOTATION (RFQ)  
FOR  
**ENGINEERING, PROCUREMENT  
AND CONSTRUCTION (“EPC”) WORKS  
FOR A 12 MW PHOTOVOLTAIC PLANT**

|                              |   |
|------------------------------|---|
| Issue Date                   | Tuesday 14.02.2023  |
| Closing Date & Time          | Wednesday 07.03.2023  |
| Quotation Submission Address | OKTA AD Skopje,<br>1 str. No.25, Miladinovci<br>P.O. Box 66<br>1000 Skopje,<br>Republic of North Macedonia<br>Attn. Messrs Aleksandar Dimitrievski,<br>Toni Veljanovski |

**NOTE TO PARTICIPANTS:**  
When submitting, Participants agree to abide by the terms and conditions of the Request for Quotation. All information provided by OKTA AD should be treated as private and confidential and shall not be used for purposes other than the participation in this Tender.  
Alternative bids will not be accepted.

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## GLOSSARY

**“EMPLOYER”, “INVESTOR”, or “OKTA AD”** means OKTA AD.

**“PARTICIPANT(S)” or “BIDDER(S)”** means the companies or groups of companies that are invited to tender for the execution of the works that are the subject-matter of this Request for Quotation.

**“TENDER” or “RFQ”** means the process initiated with the dispatch of the Tender / RFQ Documents to Participants and concluding with the award/ signing of the Contract.

**“SCOPE OF WORK” or “WORKS”** mean all the works requested under the scope of the Tender.

**“QUOTATION” or “PROPOSAL” or “OFFER”** means the Quotation (or Offer) submitted by a Participant in response to the Request for Quotation for the supply of the equipment and/or works which are the subject-matter of this Request for Quotation.

A quotation shall consist of the Participation Documents, the Technical Quotation and the Financial Quotation.

**“WORKS CONTRACTOR” or “EPC CONTRACTOR” or “CONTRACTOR” or “SUPPLIER”** means the Participant or Bidder who has been awarded the Tender.

**“SITE”** means INVESTOR’s Facility (“SITE”) located in Skopje, North Macedonia.

**“CONTRACT” or “AGREEMENT”** means the Contract, which will be prepared, settled and signed between the INVESTOR and the CONTRACTOR as a result of the Tender.

**“PROJECT”** is the complete engineering, construction, commissioning, start-up, including all relevant permits, fully licensed by the local Authorities, of INVESTOR’s 12 MW Photovoltaic (hereinafter PV) Plant at the SITE.



## 1 INTRODUCTION

OKTA is the largest fuel supplier in the Republic of North Macedonia, covering the market needs with high-quality products that meet the latest local and European standards.

Established in 1978, the company is a leader in the field of trade, supply and distribution of oil derivatives in the region. As part of one of the biggest groups in the energy sector - the HelleniQ Energy Group, OKTA is constantly introducing international skills, innovative solutions and cutting-edge technological trends.

Starting from January 2013, in response to the changes in the global oil market, OKTA has successfully transformed itself from a refinery into a fast-moving and client-oriented, logistics and trading company.

Through its wholesale activities OKTA serves a large portfolio of clients in the country and the region, from small enterprises to large industrial facilities and government institutions. Thanks to years of experience and leadership in the market, the company has developed a superb logistics system that enables rapid and reliable supply of fuel to its customers.

OKTA's retail network consists of modern petrol stations spread throughout the country that offer high quality products and services to the end users.

In 2018, as a modern energy company, OKTA expanded its portfolio with production of electricity from renewable sources as well as supply and management of energy for its customers.

Having safety as first priority, OKTA is committed to carrying on its business by acting ethically and responsibly towards society and the environment.

More information about the OKTA can be found at: <https://www.okta-elpe.com/en/>

### 2.1 GENERAL

This Request for Quotation (RFQ) is addressed to companies that have been selected by OKTA AD as well as the companies that expressed interest to the public announcement, in order to participate in the Tender for the execution of the relevant Works.

This Tender/RFQ is sent to the Participants: a) by email and b) by file web transfer or in a CD, those documents which contain large volumes of data.

If Participants need additional information or clarifications from OKTA AD in order to complete their quotation, the Contact Officers are:

|   |   |
|---|---|
| Aleksandar Dimitrievski<br>OKTA Procurement Manager<br>Tel: +389 76 221-838<br>E-mail: <a href="mailto:adimitrievski@helpe.gr">adimitrievski@helpe.gr</a> | Toni Veljanovski<br>OKTA Procurement supervisor<br>Tel: +389 76 344-493<br>E-mail: <a href="mailto:tveljanovski@helpe.gr">tveljanovski@helpe.gr</a> |
|---|---|

The Participants are kindly requested to declare the acceptance of this RFQ and state their intention to submit their quotation/offer **within five (5) days** from the issuance of the present RFQ.

OKTA AD will not reimburse Participants for any cost they will incur related to this Tender.

All information provided by OKTA AD should be treated as private and confidential and shall not be used for purposes other than participation to this Tender.

Alternative Bids will not be accepted.



## 2.2 SITE VISIT

The site visits following the relevant requests of the participating companies will take place on **23.02.2023 (Thursday)**. OKTA AD Skopje will timely inform (at least three days in advance) all interested companies for the exact date and time of the visit of OKTA premises.

Participating companies shall, on their own responsibility, ensure the immediate availability of their representatives wishing to participate on the site visits who should be synchronized with the program of OKTA AD Skopje.

Failure to participate in the site visit will be deemed to be due to the fault of the participating company's representatives and the visit will not be rescheduled.

OKTA reserves the right to disqualify Bidders that won't participate in the site visits.

Contact persons for the planning of the visits are:

|  |   |
|--|---|
| Mrs. Bekarovska Eleonora<br>Tel: +389 75 475-598<br>E-mail: <a href="mailto:ebekarovska@helpe.gr">ebekarovska@helpe.gr</a><br>Mrs. Maja Bojadzievska<br>Tel: +389 70 754-428<br>E-mail: <a href="mailto:mbojadzievska@helpe.gr">mbojadzievska@helpe.gr</a> | Cc:<br>Mr. Janevski Risto<br>Tel: +389 75 219-338<br>E-mail: <a href="mailto:rjanevski@helpe.gr">rjanevski@helpe.gr</a> |
|--|---|

The Bidder and his personnel or agents must be granted permission by OKTA to enter its premises for the purpose of such site visit. Each site visit shall be approved and agreed with the Contact person specified in the present RFQ.

The Bidder, its personnel and agents will release and indemnify OKTA and its personnel and agents from and against all and any liability in respect thereof, and will be fully responsible for death or personal injury, loss or damage to property and any other loss, damage, costs and expenses incurred as a result of the visit to any related or unrelated party.

## 3 SCOPE OF TENDER / RFQ

The scope of the present tender is for OKTA AD to select one Engineering Procurement and Construction CONTRACTOR who will be responsible for, indicatively and non-exhaustively:

- Preparation of the BASIC DESIGN, including electronic mediation for the issuance of a constructional permit in the municipality or/and relevant ministries.
- Civil works for adaptation of the land, according to the ANNEX 6 - Elaborate of performed Geomechanical test of a location provided for construction of PV plant in OKTA area;
- Preparation of Detail design
- Purchasing of equipment and material (i.e. panels, inverters, substations, cables etc.)
- Installation of equipment
- Commissioning and start-up, personnel training
- Issuance of an operations (or other) permit
- Issuance of "as built" documents
- Performance and production warranty according the ANNEX 1 (GENERAL TECHNICAL SPECIFICATION ANNEX 3)



- Maintenance of the plant for 2 (warranty) + 3 years in accordance with the ANNEX 1 (GENERAL TECHNICAL SPECIFICATION ANNEX 2)

OKTA will engage a third-party company to prepare revision report that will precede the Provisional Acceptance, in accordance with the provisions of the local Legislation. OKTA also reserves the right, after the selection of the EPC contractor, to engage an energy consultant who will be in charge of monitoring the construction process of the Photovoltaic Power Plant and controlling all activities of the EPC contractor related to the procurement of the equipment, installation of the equipment and commissioning of the Photovoltaic power plant.

## 4 SUBMISSION OF PROPOSALS

### 4.1 Time and date

**Quotations should reach the quotation submission (§4.2) address by 14:00 hour local (North Macedonia) time on 07.03.2023 (closing date).**

All documents should be sent in good time, using registered post, courier service or hand delivery, and taking into account possible postal delays. Late submissions will not be considered.

The Proposals should be complete in every respect in full conformity with the terms of this RFQ.

OKTA AD reserves the right to extend the Deadline at any time before the Deadline.

If OKTA AD extends the Deadline in accordance with this section, then:

1. This Request for Quotation is regarded as amended accordingly;
2. If a Participant has submitted its Quotation, it may ask OKTA AD, within two (2) business days after OKTA AD's written extension notice, to return its Quotation promptly;
3. Unless a Participant makes such a request, it will be regarded as having submitted its Quotation on the basis of the extended Deadline.

### 4.2 Place of submission

Quotations should be submitted to the following address:

**OKTA AD Skopje,  
1 str. No.25, Miladinovci  
P.O. Box 66  
1000 Skopje,  
Republic of North Macedonia**

### 4.3 Preparation and Submission of Quotations

The Quotation / Offer of each Participant must be prepared in full conformity and be fully in harmony with the requirements of the Tender Documents as a whole and must be submitted in a sealed Envelope bearing the following data:

- The title of the Works, stated "**DO NOT! OPEN INQUIRY NUMBER 2512/22**
- The name and address of the Participant
- The name and telephone number of his authorized representative, proven by an appropriate document

**The Participant must submit complete technical and financial offers for the scope, as described in the Article 3 (Scope of Tender).**



Within the outer closed, sealed envelope there will be **two (2) separately closed, sealed envelopes**, as follows:

- a. Envelope A: "Participation Documents and Technical Quotation"
- b. Envelope B: "Financial Quotation"

Quotations submitted in open and unsealed envelopes will not be accepted by OKTA AD.

The contents of the envelopes are detailed below. Bids not submitted in accordance with these instructions will not be accepted.

**Envelope A: "Participation Documents and Technical Quotation"**

Envelope A shall include the following documents:

**A1. Participation Documents**

**A1.1 Details of Participant**

Participants shall supply the following information, together with the scanned originals or certified copies of documents (where necessary):

1. Company name and legal form.

**It is explicitly stated that joint ventures are not accepted in the present RFQ and PROJECT.**

2. Address of head office, telephone number, fax number, telex number.
3. Company profile, date of establishment, details of equipment and services offered; organizational, administrative and corporate structure, links with parent company and subsidiaries (if applicable).
4. Appropriate documentation of appointment of an authorized representative or proxy, for the submission of the Quotation.
5. If the Bidder is a subsidiary of a shortlisted parent company, it may prove its technical and financial capacity by referring to the respective technical capacity and financial capability of the parent company, under the condition that the parent company explicitly accepts all Tender Documents and unreservedly accepts to enter into the Contract as a third party Guarantor, undertaking full liability jointly and severally with the CONTRACTOR for due performance of the Contract. In such case the parent company – Guarantor must provide all Participation Documents along with the Bidder

**A1.2 Certificates**

1. Participants shall supply relevant evidence, as per domicile legislation and circumstances, proving that none of the following events applies:
  - a. It is not bankrupt, or that a procedure for bankruptcy, liquidation, obligatory management or a similar situation as per domicile legislation has not been initiated upon it
  - b. A criminal or misdemeanor decision related to its professional integrity and behavior has not been imposed against it
  - c. A criminal or misdemeanor sanction prohibiting the bidder to perform its activities has not been imposed against it
  - d. It has fulfilled its obligations concerning the payments of social security contributions, according to the legislation of the country where it is established
  - e. It has fulfilled its obligations related to the payment of taxes, according to the legislation of the country where it is established
  - f. It has the financial capability for providing the Materials

2. Participants shall in addition provide:

- Original extract of BoD Meeting Minutes of the Bidder, regarding the approval of the participation in the tendering procedure and the authorization of the Bidder's Representative to sign and submit the application
- Criminal record certificate in force for all BoD members
- Certified Copy of the Bidder's Articles of Association
- Certificate of current standing
- Certificate of the competent authority regarding the registration of the Bidder in the appropriate registers (or any similar)
- Certificate of Central Securities Depository or any similar certificate, which determines the shares of the Investors who hold more than 5% of the Bidder's ordinary shares, if the Bidder is a Joint Stock Company
- Certificate disclosing the Ultimate Beneficiary Investor of the Bidder
- Certificate of Central Securities Depository or any similar certificate, regarding the shares of the Bidder in the relevant Stock Market and their nominal value, if the Bidder is a Joint Stock Company listed on a regulated Stock Exchange
- Official annual financial balance sheets for the last 3 years (preferably in Euro, if available).

\* In case the Bidder is not able to provide any of the documents stipulated in items 1 and 2 above, due to that document not being issued or available in the country of the Bidder's domicile, a Solemn Declaration must be submitted confirming that such documents are not issued in the country of the signatory's domicile and that in any event the Bidder is not subject to any of the above-mentioned conditions.

3. The Bidder shall provide a written Statement that it has studied and accepts without reservations the terms of the Tender Documents and any modifications thereto and that the offer was prepared in accordance with the terms of the Tender Documents. In case Bidder does not accept the terms, then the Bidder must clearly state in the Technical part of the Bid its proposed deviations, which will be evaluated by OKTA AD Skopje.

\* All required certificates and other documents issued by relevant bodies should be delivered in an authenticated form (apostille or other form of certificate of authentication by a designated body in the domicile country). If the Bidder is unable, for objective reasons, to provide the authenticated documents as part of the Technical Quotation, the Bidder shall deliver regular copies of the documents, with a Statement noting the reasons for the inability. The Bidder shall deliver the original authenticated documents additionally, in a period of no more than 7 days, and in any event before the date of opening of the Financial Quotations.

## **A2. Technical Quotation**

Envelope A shall include the following documents (To be submitted by the Participant in hard copy, as well as MS Office files or pdf files in CD and not in USB stick):

a. Technical Quotation for the construction of the PROJECT described in the ANNEX 1.

**The Technical Quotation should not contain any prices or other financial terms.** The technical solution proposed should comply with the technical specifications' requirement (see ANNEX1) The Bidder shall include all relevant supporting technical documentation for the proposed equipment indicatively and non-exhaustively: brochures, datasheets, drawings, photos, certificates etc.

b. Any other technical data required by the Technical description of the PROJECT.



- c. Pre-feasibility study for the production yield generated with PV software tool (PV Sist, PV Sol., ACCA PV Solarius etc).
- d. Evidence of experience in projects of similar scope and size and list of key clients and more specifically two (2) years of experience in the development of PV plants with a total capacity more than ten (10) MW. Participant must provide written references in the form of three (3) recommendation/successful completion letters for construction of plants with a total capacity of ten (10) MW. For selected projects please provide the scope, client, works executed, duration and budget.
- e. Valid license (A&B) for design and construction. If a subcontractor will undertake the corresponding civil works, a subcontractor license as well as a valid contract for collaboration between the bidder and the subcontractor must be submitted.
- f. Organization plan
- g. Proposed time-schedule, Gantt chart, with the number of the shifts required. Project will be completed within 12 months from the Letter of Award (LoA)
- h. List of the supervisors and technicians. Training and certification documents for the supervisor and technicians have to be provided, as well as evidence for their experience in the past. List of auxiliary equipment that is deemed necessary, as well as possible requirements for their appropriate use.
- i. The Participant should mention any possible intention to use a subcontractor. In that case, Bidder needs to state the part(s) of the PROJECT the proposed subcontractor will be employed, provide full details about the subcontracting company, evidence of experience of the subcontractor in projects of similar scope and size, list of key clients for the last five years as well as a valid contract of cooperation between the Bidder and the proposed subcontractor. Any subcontractor and subcontracted works can only be used after the approval of the INVESTOR.
- j. Participant's financial offer without prices (unpriced).
- k. List / statement of Non – Compliances to the Terms and Conditions of the present Tender/RFQ, the General Terms, the Contract template, if appropriate
- l. List of the utilities required, if any, both in quality and quantity. Please note that fuels cannot be provided by OKTA AD.
- m. The proposed method of handling and disposing the waste produced. The method must strictly follow the local legislation.
- n. The bidder will provide a team leader in charge of the execution of the works.
- o. The bidder must comply with the proposed vendor list provided by INVESTOR. More specifically, panels must be from the Top 10 list of preferred module Suppliers in 2021 (see ANNEX 1) and inverters from the Top 10 list of preferred largest Solar Inverter Companies in the world in 2021 (see ANNEX 1).
- p. Project managers' and lead technicians' CVs must be provided in English language. All key team members should speak and understand English.
- q. Signed statements:
  - a. of compliance with the provisions of the Warranty term as specified in ANNEX 1 (GENERAL TECHNICAL SPECIFICATION).
  - b. of compliance with the safety rules and acceptance of minimum insurance requirements.
  - c. for technical support and availability of spare parts for at least five (5) years after the expiration of the warranty period for each respective part of the plant.



- d. that all offered equipment is according to the requirements in the list of the standards given in the ANNEX 1 (GENERAL TECHNICAL SPECIFICATION)
- e. of acceptance of SLA's & minimum Performance requirements.
- f. of acceptance of the below performance penalties:
  - i. Average loss of weekly revenue calculated with the formula: Loss quantities according to the specific week calculated by PV software (used in pre-feasibility study) multiplied by the weekly average price on energy exchange HUPX-30%.
  - ii. Penalty related to energy performance (As prescribed in ANNEX 3 from the General Technical specification)
  - iii. Penalties will not exceed in total 5% of the contract value.

**Envelope B: "Financial Quotation"**

Participants are requested to submit a financial Quotation for implementing the Works that are the subject-matter of this Request for Quotation, as described in the Tender documents, by filling out the tables in **ANNEX 2: OFFER LETTER**. Bidders should strictly follow the format of the said ANNEX in submitting their Financial Offer.

The Financial Quotation shall include the pricing of the Materials offered, as well as detailed analysis of the pricing per item offered. The Financial Quotation shall include the lump sum price for the total SCOPE OF WORK, with the breakdown analysis required.

The Financial Quotation shall correspond to the Invoicing and Payment Terms defined hereinafter (see §6.3). The Participant has the right to propose alternative pricing and payment methods, however OKTA is not bound to accept invoicing and payment terms other than the ones stipulated in §6.3.

It is furthermore explicitly stated that the calculation of prices in connection with this tender is the sole responsibility of the Bidder.

Offered unit prices shall not be subject to any increase for the whole duration of the contract and they shall not be adjusted in connection with any changes in the costs of labor, materials or any other expenses related to the Works, overheads or similar or any other costs.

All prices offered in the Financial Quotation are meant to include all costs under the scope of this Request for Quotation excluding Value Added Tax.

The Financial Quotation must be signed by the Participant as shown below:

Signed.....  
 Name.....  
 Position.....  
 Authorized by law to sign on behalf of the Participant:  
 ..... (Company name)  
 Address.....  
 .....  
 .....  
 Date.....

**4.4 Language**

The Request for Quotation documents have been prepared in Macedonian and English language. In case of discrepancy between the two language versions, the Macedonian version shall prevail. The Bidders shall provide their Quotations in English language, with Macedonian language remaining as optional only in addition to the English language Quotation. Both languages may be used for written communications amongst Investor and Participants.



If certain information received or exchanged between the parties in one of the languages needs to be shared with all Participants, Investor assumes the obligation to provide translation of such information in the other language before sharing it with the Participants.

Investor reserves the right to request from the Bidders (during the tender process) and from the selected Contractor (after completion of the tender process) to provide translation into English language of any document the Bidder submitted in Macedonian language, and vice versa, translation into Macedonian language of any document submitted in English language. Investor shall notify the Bidder/Winner of the type of translation required (certified or not).

The selected Bidder undertakes the obligation to provide certified translation from English into Macedonian language or vice versa of all documentation that shall be considered as integral part of the Contract to be signed between the Investor and the Winner, in a period of no more than 30 calendar days from the date of signing the Letter of Award.

#### **4.5 Validity of quotations**

The Quotations, including the Financial Quotations of the Participants, shall be valid for at least three (3) months after the offer submission deadline defined in §4.1.

Participants are bound by their participation in the present RFQ to unreservedly accept to further extend the validity of their proposals at their own expense for three (3) additional months if so requested by OKTA.

#### **4.6 Integrity of Quotation**

It is understood that OKTA AD will rely upon the information contained in the Bidders' Quotations in order to make its decision regarding the award of the Contract. Hence, such information is expressly warranted by the Participant to be true and correct. Furthermore, each Participant will supply supporting and confirming information, prior to the award of the Contract, as may be reasonably requested by OKTA AD.

#### **4.7 Process Confidentiality**

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract will not be disclosed to Bidders or any other person not officially involved with such process. Any effort by a Bidder to influence OKTA's processing of bids or award decision will result in immediate disqualification of his Bid.

#### **4.8 Modification and Withdrawal of Bids**

- a) Bidders may modify or withdraw their bids after bid submission provided that written notice of the modification or withdrawal ("Notice of Modification/Withdrawal") is received by OKTA prior to the deadline for submission.
- b) Each Notice of Modification/Withdrawal shall be prepared, sealed, marked, and delivered with outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- c) No Bid may be modified after deadline for submission of bids.
- d) The Notice of Modification/Withdrawal should refer precisely to the bid being modified or withdrawn. For avoidance of any doubt, in case of modification of the Bid, the Notice of Modification/Withdrawal shall only specify the modifications Bidder is making to the Bid, and shall not involve resubmission of the entire Bid.



## 5 ASSESMENT OF QUOTATIONS AND AWARD

### 5.1 Unsealing of Quotations

Upon lapse of the deadline stated in Article 2, the Tender Evaluation Committee assigned by the Investor, examines the data of the Participation Documents included in Envelope A and decides on those Bidders that must be excluded from the present RFQ/Tender.

The Tender Evaluation Committee will proceed to the evaluation of the technical proposals.

Envelope B will remain with the Tender Evaluation Committee and will be unsealed only for the successful Bidders after the finalization of the evaluation of the data and information of Envelope A as per Article 5.2.

Alternative offers will not be accepted by INVESTOR.

### 5.2 Evaluation Process

#### General notes

During the entire evaluation process, OKTA AD may, at its sole discretion, ask certain questions, or request clarifications from the Bidders in order to better understand and evaluate their offers. The Bidders will have to reply to OKTA AD's questions and requests within the deadline instructed by OKTA (usually within 3 business days). Failure of the Bidder to respond may result in the disqualification of the Bidder's offer.

Bidders can submit their questions and requests for clarifications to OKTA AD, in writing, by email, until **5 days before the deadline for the submission of the Offers**, at latest. OKTA will respond in writing to any request for clarification on the bid documents. Written copies of OKTA's response will be sent by e-mail to all prospective Bidders that have received the bid documents, including description of the enquiry, but without identifying the source. OKTA will endeavor to reply promptly to Bidders, but any delay will not be considered a reason for extending the submission date of their OFFERS.

#### Technical Evaluation

Bids/Quotations accepted by the Committee after the evaluation of the participation documents data of the Envelope A will be technically evaluated by the INVESTOR mainly on the basis of the following criteria, stated herein below, not in order of importance:

- General standing of the Proposal. The Proposal must be structured according to the Instructions to Participants and correspond exactly to all the items listed.
- Participant's references and written experience in similar projects.
- Compliance with INVESTOR's technical requirements and time schedule.
- Pre-feasibility study assessment
- Proposed EPC Project execution: This includes the experience of the company in similar projects; the experience of the personnel; the proposed procedure for the execution of the PROJECT; the kind of equipment used; the list of sub vendors for the supply of all kind of materials and equipment, the list of subcontractors per activity; the unloading/loading procedures to ensure successful operation; the lead-time for the execution of works; the templates of the deliverable reports; the compliance with safety regulations etc.
- Compliance with all OKTA AD's RFQ, Tender Terms, Contract Terms and Conditions.

The specific requirements for all the above are analytically described in the Inquiry Documents.



### Financial Evaluation

Upon completion of the above phase, Envelopes B of those Bidders who have been technically accepted and, in case of OKTA AD's request, have withdrawn the requested comments, deviations, exceptions etc., are unsealed by the INVESTOR.

Among the Bidders who have satisfied the criteria listed above, the Contract will be awarded, subject to Section 5.3 hereof, to the Bidder who has offered the most attractive quotation, based on the financial (Total Cost Of Ownership) and technical evaluation.

A quotation may be rejected if any information provided by the Participant in the Quotation is found to be incorrect or if a Participant fails to verify any information provided in the Quotation in response to the Investor's request.

### **5.3 Negotiations**

When the evaluation of the Quotations is completed, OKTA AD may enter into negotiations with the preferred Participants/Bidders to conclude the Contract.

At the end of such negotiations the Investor may request those Participants to submit revised Financial Offers in sealed envelopes.

Negotiations may be conducted by means of e-auction in accordance with the instructions that will be communicated to the qualified Participants by OKTA.

### **5.4 Award Communication**

The award of the Contract will be communicated by the Investor to the selected Participant in writing in the form of a Letter of Award (LOA). After LOA acceptance by selected Bidder, this document will be binding for the Parties with regard to the agreement reached. The relevant fully executed CONTRACT will be prepared and signed by both Parties, shortly after the LOA signing.

## **6 TERMS AND CONDITIONS**

EFFECTIVE DATE: The CONTRACT becomes effective on the date when the Letter of Award signed by INVESTOR is sent by email to CONTRACTOR.

### **6.1 Time Schedule of PROJECT**

**OKTA AD requests the entire PROJECT, SCOPE OF WORK, including all start-up activities, relevant permits etc. to be completed no later than twelve (12) months from the LoA.** The successful Bidder (EPC CONTRACTOR) will be required to have the necessary resources to mobilize at the requested time. The EPC Contractor commits to provide all the necessary resources in order to complete the Works assigned by the Investor in a timely manner and taking into account the Investor's planning constraints.

### **6.2 Pricing**

The final price shall be deemed as the total compensation to the Contractor to accomplish the Works as set forth under the Contract. Amongst others, the below mentioned will be included in the price:

- a. Contractor's profit and subcontractor's profit (if any);
- b. Supply of all necessary equipment, materials, labor and supervising personnel, of all required tools and instruments, including their transportation to and from the SITE and storage at site;
- c. All costs for the auxiliary equipment necessary for constructing the Works under the scope of the Agreement.
- d. All costs for wages, overtime, per diem allowances, additional costs for travelling time and travel expenses, living allowances, hotel accommodation and travel to, and from, site.
- e. In general, any other cost that may occur for the complete and appropriate construction of SCOPE OF WORK / PROJECT.

- f. All levies, customs duties, and taxes, excluding VAT over the invoices of EPC CONTRACTOR to OKTA AD.

All prices agreed in the CONTRACT are fixed firm for the whole duration of the Contract and not subject to price escalation or increase for any reason whatsoever, unless defined otherwise in the Contract documents.

### 6.3 Invoicing and Payment Terms

For material and equipment: 100% of the value of the DDP delivered at the site materials and equipment will be invoiced, according to the progress of deliveries at the site and after confirmation of deliveries from OKTA.

For works: 100% invoicing of the value of the certified works and of works of erected materials and equipment, according to the progress of the works against relevant certification, and after acceptance of works certification from OKTA.

Invoices will be issued at the end of each month in accordance with the progress marked in the past month as certified by OKTA.

In general, the proposed payment terms are:

- a. Payment will be made **40 days** after invoice date net, provided that the invoice is issued as stipulated above and is correct.
- b. **Advance payment of 10%** may be provided to the awarded CONTRACTOR and will be paid within thirty (30) upon presentation of a valid invoice together with an on first demand advance payment bank guarantee.

The contractor will have to provide Advance Payment Guarantee of equal to the advance payment amount (see ANNEX J: Advance Payment Guarantee Template). Advance Payment Guarantee shall be returned to the contractor 30 days after the whole amount of the advance payment will have been recouped in services and/or equipment provided by the CONTRACTOR.

- c. **10% (ten percent)** of all invoiced amounts shall be retained by INVESTOR, as additional guarantee, the aggregate amount of which shall be the "RETENTION SUM". The RETENTION SUM will be paid within 60 days after the completion of commissioning, start-up of the PLANT, the delivery of all the contractual documentation, the issuance of all relevant permits by the local Authorities, signing by both parties of the PROVISIONAL ACCEPTANCE CERTIFICATE (PAC).

### 6.4 Performance and Warranty Bond

The CONTRACTOR will submit the following Bank Guarantee Bonds:

1. A Good Performance and Warranty Bond, bank letter of guarantee, within fifteen (15) calendar days after signing the LoA for an amount equal to 10% of the total CONTRACT PRICE minus the part that corresponds to the maintenance services. This Performance and Warranty Bond will be returned to the CONTRACTOR three (3) months after the issuance of the Final Acceptance Certificate; FINAL ACCEPTANCE CERTIFICATE shall be issued by INVESTOR after the end of the two (2) year WARRANTY PERIOD of the PROJECT.
2. A Good Performance and Warranty Bond for the provision of the maintenance services for an amount equal to 10% of the average annual value of the three (3) year maintenance contract. The Bond will be submitted within fifteen (15) calendar days after the issuance of the FINAL ACCEPTANCE CERTIFICATE.

Both said Guarantees will be issued by a first-class Bank, acceptable to OKTA, lawfully operating in the Republic of North Macedonia or the EU in favor of the INVESTOR.

The Bonds that will be issued should be irrevocable, unconditional and payable upon first written demand. In any case the Investor will be entitled to the immediate payment by the Bank, on its first written demand up to the full amount of the letter of guarantee notwithstanding any contestation by Contractor or any third party. The template of the Performance Bond is attached in ANNEX K.

Performance Bank Guarantees must be provided by the CONTRACTOR in the form of a Bank Guarantee from a local bank in Macedonian language. The selection of the Bank is subject to OKTA's approval.

OKTA reserves the right to request replacement of the Bank Guarantees if, during the term of the Contract, it assesses at its sole discretion, that the credit worthiness of the Bank that issued the Bank Guarantees deteriorates.

### **6.5 Liquidated damages**

Due to the criticality of the whole PROJECT, the following liquidated damages will apply in case of delayed completion of all or partial Works as described in par. 6.1:

Liquidated damages for the delayed completion of the entire PROJECT are agreed to 0.05% of the contractual amount, for each day of exceeding the deadline per respective activity.

The maximum combined limit of liability (aggregate total) for liquidated damages for delays shall not exceed **the five percent 5% of the Total Contract Price** in which case the INVESTOR reserves the right to renegotiate or proceed to the breach of the contract.

Liquidated damages will be applied based on the above-mentioned percentages of the Total Contract Price, regardless of the value of the delayed works, equipment or documentation.

Liquidated damages, if any, will be withheld from future payments to the CONTRACTOR.

### **6.6 Insurance coverage**

EPC CONTRACTOR must submit the insurance policy contracts as per OKTA's requirements.

### **6.7 Contract General Terms and Conditions**

The general terms of the CONTRACT will be those included in the present RFQ complete package.

### **6.8 Warranty / Guarantee period**

The minimum WARRANTY PERIOD of the delivered project is set to the period of two (2) years from the date of signing of the PROVISIONAL ACCEPTANCE CERTIFICATE.

Any delivered material or equipment accompanied with manufacturer's guarantee which **exceeds 2 years**, shall retain this guarantee valid, regardless of the total WARRANTY PERIOD of the PROJECT.

FINAL ACCEPTANCE CERTIFICATE shall be issued by INVESTOR after the end of the WARRANTY PERIOD of the PROJECT, provided that CONTRACTOR complies and provides warranties mentioned herein above.

WORKS CONTRACTOR warrants the execution of all repairs or re-works including the possible correction of re-work (with a 15 days of notice) carried out during the guarantee period for a further period of 12 months from the date of any repairs or re-work. In the above-mentioned case, the validity of the Performance Bond (Bank Guarantee) shall be extended accordingly and relevant cost shall be borne by WORKS CONTRACTOR.

### **6.9 Tender Terms**

1. Warranty: Participants understand that the information contained in the submitted Proposals will be used by OKTA AD Skopje in the decision on the assignment EPC contractor for Construction

of Distributed energy project - Photovoltaic plant of 12MW power within OKTA premises (turnkey principle) and therefore the Participants expressly guarantee that the information is true and accurate. In addition, each Participant undertakes to provide any additional and supportive information prior to the assignment, which may reasonably be required by OKTA AD Skopje. OKTA is not bound to accept any Quotation and to award the CONTRACT to the Bidder/Bidders who has offered the lowest price.

2. Before submitting the Bid, it is the responsibility of each participating company to:
  - 2.1. Examine all documents accompanying the present RFQ and take into account all relevant laws, regulations and provisions of the legislation of the Republic of North Macedonia that may affect costs, progress, effectiveness, etc. of the services included in the scope of the RFQ.
  - 2.2. To participate in the visit of the OKTA AD Skopje facilities which are included in the scope of the present RFQ to become familiar with the subject matter of this RFQ as well as with general and local conditions that may in any way affect the cost, progress, effectiveness, etc. of services included in the scope of the RFQ.
3. The validity of the Quotation should comply with the requirement of §4.5.
4. This invitation to tender does not bind OKTA AD in any way. More specifically, OKTA AD Skopje reserves the right to:
  - 4.1. Cancel, modify, assign part of the scope or postpone the tender for any reason, without obligation against everything.
  - 4.2. Reject any offer that does not comply with the terms of the present RFQ.
  - 4.3. Disqualify offers that will not be submitted within the deadlines stipulated herein.
  - 4.4. Extends the deadlines at any time during the process.
  - 4.5. Negotiate further with one or more Participants. Negotiations may also be conducted via e-auction in accordance with the detailed instructions that OKTA will communicate to the qualified participants.
  - 4.6. Not result in a Contractor selection, as a result of the particular RFQ.
5. This Invitation/Tender/RFQ is expressly not a Contract between OKTA AD and the Participant, or an offer to Contract.
6. In the event of a conflict or inconsistency between the provisions of the present RFQ and those of Annexes, the provisions of the present RFQ shall prevail.
7. OKTA AD is not bound to accept any Quotation and to award the CONTRACT to the Participant/Bidder who has offered the lowest price.
8. Nothing in this RFQ/Tender, any Quotation, or any conduct or statement made before or after the issue of this Invitation is to be construed so as to give rise to any contractual obligations, express or implied, or any obligations in equity. OKTA AD makes no binding representations or undertakings as to how the Quotation Evaluation process will be conducted.
9. Additional information/clarifications on the proposals or a presentation may be asked from the Bidder(s). All relevant costs (transportation, site visits etc.) shall be covered by the Bidder.
10. OKTA AD Skopje will make every effort to respond as promptly as possible to the requests of the participating companies submitted within the deadlines specified herein but any delay will not constitute a reason for extending the date of submission of the offers.



11. OKTA AD will not compensate the participating companies for any of their expenses for the preparation and submission of their offers and for the negotiation of the contracts including any visits to the facilities of OKTA.
12. OKTA AD at its own discretion, may provide or request additional information from the participating companies, including a presentation, provided that such additional or additional information is sent to all participating companies on the same day. This information and clarifications will be distributed by OKTA AD and will be an integral part of the documents constituting the present RFQ. In addition, the additional information to be submitted by the participating companies will be an integral part of their Offer and the contract in the case of the selected CONTRACTOR.
13. OKTA AD reserves the right to postpone, adjourn or cancel the present Tender, as well as to amend the timetable of the Request for Quotation and of the Tender in general, at any time, or to repeat the Tender, at its sole discretion, without bearing any liability towards the Participants in the Tender and/or any third parties. Participation in the Tender remains at the Participant's sole responsibility and expense. The Participant does not derive any compensation rights out of this participation other than those set out in the present document. Participation itself in the Tender Procedure equals to Participant's full and unconditional acceptance of the Tender terms and conditions.
14. After completion of RFQ procedure, OKTA AD will inform the participating companies whose offers were not successful. However, OKTA AD is not obligated to explain the rejection of their offers or provide any information whatsoever regarding the results of the offers' evaluation.
15. OKTA AD reserves the right to make any amendment in connection with the present Tender, at any time during the subject Tender. All amendments shall be communicated in writing to all Bidders. Possible supplementary offers meeting the requirements of these amendments shall be submitted signed by the party signing the initial Offer and shall comprise an integral part of the initial offer.
16. OKTA AD reserves the right to enter into negotiations with the successful Participant after the Evaluation process and before concluding the Contract.
17. The Contract will be governed by and construed in accordance with the Law of the Republic of North Macedonia. All disputes arising out of or in connection with the contract, shall be finally settled under the Courts of the Republic of North Macedonia.
18. The Contract shall be drafted and signed in both Macedonian and English language, the Macedonian version of which shall prevail. All written communication between the parties will be in either Macedonian and/or English language.
19. Participants must comply with all applicable regulations and standards.
20. All Participants/Suppliers have to cooperate with and advise OKTA AD during all activities resulting from the scope of this project.
21. Any necessary approvals by the Republic of North Macedonia or any other Authorities have to be obtained in good time by the selected Bidder in order not to jeopardize the agreed time schedule. The selected Bidder / CONTRACTOR is not responsible for any possible time delay in permits acquisition caused by the Authorities of the Republic of North Macedonia. However, selected Bidder/CONTRACTOR is obliged to keep OKTA AD informed about the progress of permits acquisition process. CONTRACTOR must take into consideration all statements included in already submitted documents for permits acquisition to the Authorities of the Republic of North Macedonia.

22. Confidentiality: The parties shall keep the terms of the Tender or/and the Contract strictly confidential and shall not disclose such terms to third parties, except as may be required by Law.
23. If a Participant is found to have made false or misleading claims or statements, OKTA AD reserves the right to reject at any time, any Quotation submitted by or on behalf of that Participant. Participants should be aware that giving false or misleading information is a serious offence under the Criminal Code.
24. The Participants are prohibited to form alliance or exchange information in the tender process, so as to damage the interest of OKTA AD and also exclude the participation of other bidders.
25. The participating companies should make every effort to avoid actions or conditions that would lead to a conflict with the interests of OKTA AD and to respect the business ethics and business standards of OKTA AD.
26. Participants must disclose in their Quotations any potential or actual conflicts of interest that they may have or may be perceived to have in respect of their responsibilities to OKTA AD and other parties in the course of executing the Works, should they be selected as the successful Participant. Identification of a conflict of interest or a perceived conflict of interest will not automatically exclude a Participant from consideration. OKTA AD shall assess the potential impact of the conflict or perceived conflict in relation to the Quotation before a final decision is made. However, OKTA AD's decision about exclusion will be final.
27. The Participants are also prohibited to provide a quotation with a cost less than the cost of the Works.
28. The Participants and the CONTRACTOR are not entitled to transfer, sell, lease or award to a third party in any way even by means of subcontracting or transfer the Contract or part of it or rights or obligations deriving from the Tender or the Contract, without prior written consent of OKTA AD.
29. OKTA AD Skopje will not be obliged to provide to CONTRACTOR's employees food or to arrange their transportation to and from the SITE.
30. The terms and restrictions contained in this Invitation are for the benefit of OKTA AD Skopje, which is entitled to resign from them, without giving rise to any rights to the participating companies or other third parties.
31. Acceptance by OKTA AD Skopje of an offer submitted by a Participant will create an irrevocable obligation for the respective participating company, immediately after the date of acceptance of the Letter of Award, to proceed with the proposed contract subject to the terms of the present RFQ. The CONTRACTOR shall be obliged to sign the LoA within 5 business days. The date of acceptance of the offer will be the date of dispatch of the Letter of Award. If the CONTRACTOR refuses to sign the relevant contract within ten (10) business days from the date of the LoA, then the CONTRACTOR will automatically be deemed to have failed. In this case, OKTA AD reserves the right to proceed with the selection of the another CONTRACTOR.
32. The procedures of this Invitation and the contracts to be signed will be referred to the jurisdiction of the Basic Civil Court Skopje.



## **6.10 LIST OF ANNEXES**

**ANNEX 1: GENERAL TECHNICAL SPECIFICATIONS**

**ANNEX 2: FINANCIAL OFFER TEMPLATE**

**ANNEX 3: LETTER FOR PARTICIPATION**

**ANNEX 4: MODEL CONTRACT SERVICE CONTRACT**

**ANNEX 5: PROJECT SCOPE**

**ANNEX 6: GEOMECHANICAL ELABORATE**

**ANNEX J: ADVANCE PAYMENT GUARANTEE TEMPLATE**

**ANNEX K: THE TEMPLATE OF THE PERFORMANCE BOND**