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[www.okta-elpe.com](http://www.okta-elpe.com)

## **OKTA AD Skopje**

Invitation for tender (**INQUIRY NUMBER 2510/23**) for:

### **SELECTION OF CARRIER FOR THE NEEDS OF OKTA FOR ROAD TRANSPORTATION OF OIL PRODUCTS WITH FUEL TRUCKS IN THE DOMESTIC AND INTERNATIONAL ROAD TRANSPORTATION**

November 2023

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## 1. SUBJECT OF THE TENDER

OKTA AD Skopje intends to select carrier for **road transportation of fuels for a period of 1+1 years** with 6-month probation period and with the right from the side of OKTA to unilaterally terminate the contract with -1 month notice- without OKTA incurring any liabilities.

**Scope: Transportation of 1) Light Fuels (motor gasolines, diesel, JET and HGO), 2) Fuel oil, Bitumen and Bitumen's products and 3) LPG (herein all labeled as: fuels), for destinations in: A) international road transportation, from loading installations in Thessaloniki's and Athens Terminals up to unloading places instructed by OKTA (OKTA Installation and OKTA's WS & end customers) and**

**B) domestic road transportation from OKTA's loading installation to OKTA's WS & end customers.**

### 1.1 Confirmation of invitation receipt and participation statement

Please confirm receipt of this invitation and state your interest to participate in the tender by a period of five (5) working days from the day of delivery of this document

Confirmation of the receipt of invitation and confirmation of participation should be sent by e-mail to the contact persons below to whom all correspondence should be addressed regarding this tender:

Name: Aleksandar Dimitrievski, E-mail: [adimitrievski@helpe.gr](mailto:adimitrievski@helpe.gr)

Name: Martin Miloseski, E-mail: [mmilosheski@helpe.gr](mailto:mmilosheski@helpe.gr)

In addition to the above message, please include name, surname, telephone and e-mail of your company's authorized contact person to whom all the correspondence regarding this tender will be addressed.

### 1.2 Closing date for submission of offers

Your offers will have to be received in a sealed envelope, and reach no later than 21/11/2023, the OKTA archive, or the following address:

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

OKTA AD SKOPJE reserves the right to reject offers that will be submitted after the deadline stated above.

Offers submitted by e-mail or in general in form other than the one specified above won't be accepted and they will be returned to the sender.

### 1.3 Submitting clarifying questions

Questions for clarifications should be submitted by e-mail to the contact persons given above. OKTA AD Skopje reserves the right not to accept requests for clarifications and / or additional information submitted less than five (5) working days from offer submission deadline.

This information and/or clarifications will be distributed by e-mail to all Bidders without revealing the identity of the Bidder(s) that submitted the clarification request. These information / clarifications shall form part of the RFQ Documents.

## 2. DESCRIPTION OF REQUESTED SERVICES

The services included in the scope of the present tender are described in detail in **Appendix 1- Technical specification**.

All appendixes (9) are attached to this invitation.

### 2.1 Penalties

Bidders are invited to accept the KPIs described in the attached Technical Specification Documents of this invitation. Selected supplier performance will be monitored throughout the duration of the contract and will be linked to penalties imposed in the event that KPIs are not met.

**OKTA reserves the right to disqualify bidders that do not accept one or more of the terms of this RfQ, its appendices, including the contract as well.**

## 3. CONTENTS OF THE OFFER

Your offer must be submitted in a sealed envelope marked "**DO NOT! OPEN INQUIRY NUMBER 0109/23- ROAD TRANSPORTATION OF OIL PRODUCTS WITH AUTO TRUCKS IN THE DOMESTIC AND INTERNATIONAL ROAD TRANSPORTATION FOR THE NEEDS OF OKTA**" and will also indicate the Bidder's Business name and contact details.

All the items within the closed envelope related to the offer will be placed in two (2) separate closed and sealed envelopes (Envelope A – Technical documents and Envelope B- Financial Offer), each of which will also indicate the name of the bidder and the details of the RFQ.

### 3.1 ENVELOPE A - Technical documents

The envelope A should include the name of your company, the details of the tender and clearly indicate that it contains the technical offer.

### 3.1.1 Technical Documents

Participating companies will be required to submit the following supporting documents in original or certified copies by the competent issuing authority. OKTA reserves the right to reject Tenders missing one or more of the following documents:

1. Statement containing the Company Name, Legal Form, Contact Information (address, call center, central fax number), Date – Place of Establishment. NOTE: Offers from Joint-Ventures won't be accepted.
2. Minutes of Board of Directors, or other corporate body, from which the lawful representative of the company is derived, who thus binds the company with his/her signature in its participation in the present Request, and who will sign the Proposal as well as all the related documents required or that will be additionally required in the context of the present Request.
3. A Sworn Statement (given as **Appendix 8**) by the lawful representative of the company stating that:
  - i. S/he has studied in detail all the data of the present Request, as well as any given supplementary data that s/he will be made aware of in the context of the present Request, and has knowledge of all the data of the present Request, as well as of the conditions of the locations concerning this Request.
  - ii. S/he has studied the contract template sent with this RFQ proposal and agrees to sign it in the event the participant is awarded with part of this tender. In case the participants have any comments / objections etc. regarding the contract templates, these should be clearly mentioned in envelope A (Technical Proposal see below)
  - iii. All the data contained in the Proposal that s/he submits, as well as any supplementary data that will be requested by OKTA AD in the context of the present Request, are accurate and true.
  - iv. S/he has carefully studied the terms of the present Request and accepts them in full and without any reservation.
  - v. S/he has full knowledge that submission of false data or omission of submitting required data constitutes cause for the disqualification of the company that s/he is representing in the tender.
  - vi. There are no legal limits of operation for the represented company.
  - vii. The Bidder is not in bankruptcy, administration, bankruptcy settlement or any similar status and is not in the process of declaring the abovementioned.
  - viii. The Tenderer's lawful representative and the members of its Board of Directors have not been sentenced with an irreversible court decision for a crime that concerns their professional conduct and weakens their credibility.

- ix. Confirms that the Bidder is fully capable to provide all the services included in the scope of the tender in accordance with the required standards. Bidders should explicitly state any deviations from the above statement.
  - x. The Bidder complies with HELLENiQ ENERGY Code of Business Conduct (**Appendix 6**) and with the Corporate Social Responsibility Code (**Appendix 7**).
  - xi. The Bidder accepts and complies with the administrative measures and penalties that will apply during the contract validity period, as stated in the Enclosure 3 (Appendix 5-1) to the Agreement (**Appendix 5**).
  - xii. Statement that all drivers employed by the bidder, have clean criminal record (Appendix 9)
4. Submit all the documentation that provide evidence of the fulfillment of the technical conditions, all stated in **Appendix 1** (compliance of the company, the vehicles and drivers offered by the Bidder).
  5. Submit the “DECLARATION OF OFFERED VEHICLES” provided in **Appendix 3** that proves compliance of vehicles offered by the Bidder (truck – tank age, material of the barrel, types of derivatives which can be transported, load capacity etc.).
  6. Documentation that will prove the experience of the Bidder in providing the services included in the scope of the tender for the last.
  7. References.
  8. Recommendation letter/s from bank/s with Statement on the Bidder’s credit limit.

Failure to submit the required supporting documents listed above under the terms of the Tender may result in the disqualification of the offer.

### 3.2 ENVELOPE B - Financial Offer

Your Financial Bid will be submitted in a separate B Envelope that should indicate your Business name, the details of the Tender and clearly indicate that it contains financial information.

The Financial Offer template is provided as Appendix 2 to this RfQ and should be completed and signed by the legal representative of the Bidder. Quoted prices shall include all the relevant costs of the carrier indicatively and non-exhaustively labor, tolls, fuel, administration costs, registration costs, insurance costs, the carrier’s profit and shall not include VAT.

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

Offered unit prices shall remain fixed and not be subject to any increase (except for the cases when Fuel & Tolls Adjustment Methodology applies as defined in point 3.2.1 below), 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.

Bidders will have the right to quote prices for some or all destinations listed in **Appendix 2**, for the type(s) of fuels they are interested (LF, Fuel oil, Bitumen and Bitumen's products and/or LPG).

The quoted prices: -

for international road transport routes, shall be expressed in EUR/mt excluding VAT, **rounded to one decimal only and**

**for domestic road transport routes, shall be expressed in MKD/lit excluding VAT (for white products) and MKD/kg excluding VAT (for black products and LPG) rounded to two decimals only.**

**3.2.1 Fuel & Tolls Adjustment Methodology:** agreed rates will be adjusted to account for the changes in the fuel & tolls prices, as follows:

- **Tolls:** The difference in tolls (new tolls – tolls on tender launch date) will be converted to €/tn by dividing with the average load carried (~27,5tn for light fuels, 26,5tn for black products and 20tn for LPG ) and the result will be added to the agreed rates (in €/tn). Total amount of tolls in the route OKTA – Thessaloniki – OKTA is currently at 63.8€
- **Fuel:**
  - the adjustment will be performed every 3 months and the adjusted rates will apply in the subsequent 3-month period
  - the average retail price (excl. VAT) of the EU RODIESEL within the Republic of North Macedonia will be the reference price
  - the difference of the reference price (+ or -) between the price in the lapsed 3-month period and the price of the 3-month period prior to the tender launch that is 69,782 MKD/l, will be converted to €/tn by dividing with the average load carried (~27,5tn for light fuels, 26,5tn for black products and 20tn for LPG), it will be multiplied by the average fuel consumption per trip (170 lt<sup>1</sup> for the Thessaloniki – OKTA route, and 0,34 lit per km for other routes) and it will be added to or deducted from the agreed rates (in €/tn).

#### 4. TENDER PROCESS – AWARD

All offers will be handled as strictly confidential.

Envelope A containing the Technical Offer are opened first by the Procurement Department of OKTA AD Skopje. During the first phase, the supporting documents (legal and technical, submitted by the

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<sup>1</sup> Corresponds to loads of 27,5 mt for light fuels or 26,5 mt for fuel oil and bitumen or 20 mt for LPG, per trip.

participants), are checked in order to verify the legality of their participation and compliance with technical requirements.

OKTA AD Skopje reserves the right to request from the bidders to submit additional supporting documents. If the relevant supporting documents are not submitted in due time (as per OKTA's instructions), OKTA AD Skopje reserves the right to reject the relevant offer.

During the technical offer evaluation process, Bidders may be requested to answer questions and provide further information about their bid. The Bidders will have to reply in writing (usually within three (3) working days from the date of receipt of the question or as per OKTA's instructions); otherwise, OKTA AD Skopje reserves the right to reject the offers of the Bidders that have not responded in time.

Offers will be ranked in Merit Order List.

Upon completion of the evaluation of the financial offers, the number of annual trips and therefore the number of trucks that will be contracted with each one of the successful Bidders will be determined on the basis of the number of annual trips offered by the Bidder and the Bidder's ranking (lowest to higher offer) in the evaluation. The lowest a Bidder's offer is, the highest the number of annual trips and therefore of the contracted trucks the Bidder will be entitled to (Merit Order). Annual trips contracted with any successful Bidder won't exceed the 20% of the estimated total number of trips.

If the Bidder after the award refuses to sign the relevant contract within ten (10) days from the date of the written notice, OKTA AD Skopje reserves the right to proceed with the selection of the next Bidder.

Upon signing the contract, awarded Carrier will deliver to OKTA AD Skopje:

1. Good Performance Guarantee as defined in the Agreement (**Appendix 5**) in the amount of 10% of the estimated Contract annual value and issued by a Bank approved by OKTA AD Skopje. Form of Performance guarantee is given in **Appendix 4**.
  - 1.1. OKTA AD Skopje reserves the right to grant or reject proposed draft of Performance Bank guarantee provided by the Bidders;
  - 1.2. OKTA AD Skopje reserves the right to request replacement of the Bank Guarantee of the Carrier if, during the term of the Agreement, OKTA AD Skopje assesses at its sole discretion, that the credit worthiness of the Bank which has issued the Bank Guarantee deteriorates.
  - 1.3. The Good Performance Guarantee shall remain valid for at least three (3) months after the expiration of the Agreement.
2. Third Party Liability Insurance Policy in the amount of 100,000EUR as defined in the Appendix 1 and Agreement (Appendix 5).



If the Bidder after signing the relevant contract fails to provide, 1) the BG for good performance of the Contract and / or 2) the Third Party Liability Insurance policy explained herein, OKTA AD Skopje will consider the Contract as not signed and will proceed with the selection of the next Bidder.

## 5. 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 in 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.**

## 6. NEGOTIATIONS

When the evaluation of the Quotations is completed, OKTA may enter into negotiations with the preferred Bidder(s) to conclude a Contract.

During this phase, OKTA may request from those Bidders to submit revised Financial Offers in accordance with the instructions that will be communicated to the preferred Bidders by OKTA.

## 7. OFFERS VALIDITY PERIOD

Bids should remain **VALID** for at least ninety (90) days from the offer submission deadline. OKTA AD Skopje reserves the right to request from the Bidders to extend the validity of their offers for three (3) additional months and the Bidders are bound by their participation to accept that request at their own expense.

## 8. GENERAL TERMS AND CONDITIONS

- i. Warranty: Each Bidder understands that the information contained in their Proposals will be relied upon by OKTA AD Skopje in making its decision with respect to the award of the contract and such information is expressly warranted by the Bidder to be true and correct. Furthermore, each Bidder will furnish such supporting and confirming information, prior to award, as may be reasonably requested by OKTA AD Skopje.
- ii. Before submitting an offer, it is the responsibility of each Bidder to examine all the Documents of this RFQ and consider all relevant laws of the Republic of North Macedonia, rules and regulations that may affect cost, progress, performance and completion of the proposed Agreement.
- iii. The proposals and procedures under this RFQ and the contracts to be signed thereafter shall be governed by and shall be interpreted in accordance with the laws of the Republic of North Macedonia. Any difference, dispute or disagreement between the parties hereto arising at any time as to any matter connected under the procedures of this RFP and the contracts to be signed shall be referred exclusively to the jurisdiction of the Primary Civil Courts Skopje.
- iv. Bidders must treat all information provided to them by OKTA AD Skopje as private and confidential and shall not be used for purposes other than the preparation of their Proposals.

- v. OKTA AD Skopje reserves the right to issue amendments or cancel or reissue the RFQ.
- vi. OKTA AD Skopje reserves the right to reject any or all Proposals, not to conclude to a Vendor at all, to conclude to more than one Vendor and not to assign the contract to the lowest cost Bidder.
- vii. When the assessment is completed, OKTA AD Skopje reserves the right to enter into negotiations with the selected Bidders as it sees fit in its fair judgement with a view to conclude the contract. The best overall Proposal, if it is found to be satisfactory by OKTA AD Skopje, may be accepted.
- viii. After negotiations are completed, OKTA AD Skopje will promptly notify the Bidders who were unsuccessful. However, OKTA AD Skopje is not obliged to give any explanation for not awarding the contract to any of the participating Bidders.
- ix. OKTA AD Skopje will not reimburse the Bidders for any of their costs for preparing their Proposals and for negotiating the Contract, including any visits to OKTA AD Skopje.
- x. OKTA AD Skopje may, at its sole discretion, provide or request additional or supplementary information to Bidders provided that such additional or supplementary information shall be dispatched to all Bidders on the same day. This information and clarifications issued by OKTA AD Skopje shall be deemed to form part of the Documents of this RFP and their Proposals.
- xi. OKTA AD Skopje will endeavor to reply promptly to Bidders, but any delay will not be considered a reason for extending the submission date of their Proposals.
- xii. Additional information/clarifications on the proposals, including samples submission of past project, or a presentation may be asked from the Bidder(s). All relevant costs (transportation, site visits etc.) shall be covered by the Bidder.
- xiii. Bidders are advised that they may be required to extend the validity of their Proposals by a further three (3) months, at their own expense.
- xiv. The Bidders shall exercise reasonable care to prevent any action or conditions which would result in a conflict with OKTA AD Skopje best interests and will respect appropriate business standards and ethics.
- xv. Acceptance by OKTA AD Skopje of a Proposal submitted by the Bidder shall create an irrevocable obligation on the Bidder, immediately after the acceptance date, to enter into the proposed contract, subject to the provisions laid down in this document. A Proposal shall be deemed to be accepted when a Letter of Acceptance is handed to the Bidder. The date of transmittal of the facsimile notifying acceptance shall be deemed to be the date of acceptance of the Proposal.
- xvi. All technical regulations and standards must be obeyed.
- xvii. All safety regulations provided by Law must be strictly followed.
- xviii. All approvals and permissions by the Authorities of the Republic of North Macedonia that are necessary to fulfil the contract with OKTA AD Skopje must be described in the Proposal as well as necessary activities (including duration and costs) to achieve them.

- xix. All necessary approvals by the Authorities of the Republic of North Macedonia have to be obtained in good time by the Bidder in order that the time schedule is not jeopardized and OKTA AD Skopje must be kept informed about any necessary approval.
- xx. All topics **in the RFQ should be addressed**. Failure to do so may lead to rejection of the Bidder.
- xxi. OKTA AD Skopje reserves the right:
- to postpone, adjourn, extend or cancel the RFQ at any stage of the process, or to repeat the RFQ, at its sole discretion, without bearing any liability towards the Participants or/and any third parties;
  - to make amendments to this RFQ at any stage of the process. Any amendment shall be communicated in writing to all Participants and shall be part of the RFQ Document.
  - to reject and render as non-responsive, any proposal not complying with the terms and conditions of this RFQ
  - to reject any proposal received after the submission deadline and return it unopened to the Participant.

## 9. APPENDICES

The following are attached to this invitation, which form an integral part of the tender:

**Appendix 1-** Technical Specifications

**Appendix 2-** Financial Offer

**Appendix 3-** List of transportation units

**Appendix 4-** Form of Performance guarantee

**Appendix 5-** Contract

Appendix 5-1- Enclosures to the contract

**Appendix 6-** Code of Business Conduct HP

**Appendix 7-** CSR Clause

**Appendix 8-** Statement

**Appendix 9 –** Statement for clean criminal record

Procurement Supervisor

Martin Milosheski



Procurement Manager

Aleksandar Dimitrievski

