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OKTA AD - SKOPJE

I – INSTRUCTIONS FOR BIDDERS

REQUEST FOR QUOTATION RFQ 2786-24 BRANDING PETROL STATIONS TO OKTA

October, 2024

CONFIDENTIAL

All information provided by OKTA in this document, and all appendices, should be treated as private and confidential. It shall not be used for purposes other than the preparation and submission of a response in this Request for Proposal and shall not be distributed outside of your organization without prior written consent of OKTA.



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GLOSSARY

RFQ refers to the Request for Quotation/Proposals for purposes of selecting the best participant to provide the materials and services requested by OKTA (hereinafter also OKTA).

Participant(s) or Bidders refers to any legal company or groups of companies invited to submit a response for the supply of materials and the provision of the services requested by OKTA.

Response or Proposal refers to the Participant's response to the Request of Proposal for the required materials and services, including the Technical Offer and the Financial Offer and all other documentation requested in the RFQ.

Materials refers to the scope of all deliverables required under the Request for Proposal.

Supplier or Contractor refers to the successful Participant who will be awarded with the Contract.

Contract or **Agreement** means the agreement which will be signed between the Contractor and OKTA.

Commencement of Services Date means the date upon which the Contractor shall commence the provision of the Services under Agreement.

A. GENERAL

1. INTRODUCTION

OKTA intends to select a Contractor that will undertake a project for execution of RVI (Retail Visual Identity), named **OKTA**, i.e. rebranding of 4 (four) petrol stations as shown in the table below:

Table 1: Petrol stations, general data

No.	Petrol station	Address
1	PETROL OIL Kompani	Ul.1, br.3, Novo Selo, Skopje
2	MAKOIL-Lisice	Bldv.Serbia BB – Skopje
3	MAKOIL-Cento	M.A.Chento 77, Skopje
4	MAKOIL-Z. Rid	Skupi 8, Skopje

*The order of petrol stations for execution of RVI activities should not be taken as final definite. OKTA reserves the right to notify the contractor before starting the activities, about the actual execution schedule.

2. SCOPE OF THE RFQ

The aim of this RFQ is to share with potential contractor all relevant data in order for the interested Bidder to offer their technical and financial quotation for all petrol stations (Table1).

The scope of works includes:

- a) Drawings of the branded items (indicative but not limited, for totem, entry exit signs, sign for “mini market” and canopy)
- b) Manufacturing of signage as per OKTA RVI
- c) Transportation of signage
- d) Dismantling and removal of the existing signage
- e) Civil works (steel in-ground base for two-pole sign totem and steel in-ground base for entry-exit sign, poles for derivatives and flag-staffs)
- f) Mounting of the signage at the selected PS
- g) Electrical installation related works

For the purpose of having clear picture on all works and their method of execution (dimensions of branded items segments, way of placement of branded items, canopy visual identification with measurement of the signs, logos, letters, colours and others) as well and for the purpose of having measurements of the real quantities, all interested Bidders have to agree and perform with OKTA and OKTA’s representatives, visit on the selected petrol stations stated in Table 1 herein as well and visit on relevant petrol stations branded to OKTA or OKTA’s warehouse, prior to submitting the offer (check §A.6).

Proposed Works execution deadline for works execution for each PSs is given in Table 2 below.

Table2: Works execution deadlines, proposal

No	PS	Start	End	Works execution deadline
1	PETROL OIL Kompani	To be defined in the Term plan, upon signing of the Agreement		2 months
2	MAKOIL-Lisice			2 months
3	MAKOIL-Cento			2 months
4	MAKOIL-Z. Rid			2 months

The Bidder shall accept the proposed Works execution deadlines of 8 months in total for all 4 petrol stations as defined in Table 2 herein. In case that the Bidder is proposing different deadlines from those proposed in the Table 2 herein for the work execution per petrol station, the proposed deadline by the bidder has to be stated in the bidder technical offer.

3. ELIGIBLE BIDDERS

Eligible Bidders for this tendering process are the companies that have responded to OKTA's direct invitation for the tender or have expressed their interest to participate in the process, accepting all the terms and conditions of the tender. All companies participating in this tender must demonstrate relevant experience in execution of such project that is subject of this tender, possess all necessary local licenses and have capacities to provide all necessary documentation and execute works for this type of facilities.

Bidders should quote for a turn-key solution per petrol station.

4. SUBMISSION INFORMATION

Confirmation of acceptance and declaration of intent to participate in this tender:

- Participants should confirm receipt of this instruction and their interest in participating in this RFQ **no later than 10/10/2024** by e-mail addressed to mmilosheski@helpe.gr and Oktaprocedurementdepartment@helpe.gr where all correspondence should be addressed regarding this tender.
- **In addition to the above notification, the participant should submit a "Confirmation of participation", according to the attached form (APPENDIX A), by which it confirms its intention to participate in this RFQ. The confirmation must include the name and details of the contact person for all official communications relating to this tender.**

5. COST OF BID

The Bidder shall bear all costs associated with the preparation and submission of his bid and OKTA will in no case be responsible or held liable for any such costs, regardless of the conduct or outcome of the bidding process.

6. SITE VISITS

The Bidder, at their own responsibility, is obliged, together with OKTA's representatives, to visit and examine all premises included in the scope of the tender and obtain all information that may be necessary for preparing their Bid. The costs of visiting the site shall be borne solely by the Bidder.

The Bidders and their personnel or agents must be granted with permission from OKTA to enter the premises of the listed petrol stations for the purpose of such site visit. Each site visit shall be approved and agreed with the Contact person specified in the present RFQ (§A.7).

The Bidder, their 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 inspection to any related or unrelated party.

7. CONTACT PERSON OF OKTA

All Bidders' communications concerning the present RFQ should be addressed to Martin Milosheski, e-mail: mmilosheski@helpe.gr providing a copy (cc) to: e-mail: OktaProcurementDepartment@helpe.gr

B. BID DOCUMENTS

8. CONTENT OF BID DOCUMENTS

The set of bid documents includes the documents listed below and possible addenda that may be issued in accordance with point 10 below.

1. Present Instructions for Bidders
2. APPENDIX A – Participation confirmation
3. APPENDIX 1 –Financial Proposal Form Summary (Offer)
4. APPENDIX 2 - Contract template
5. APPENDIX 3 – Performance bank guarantee template
6. APPENDIX 4 - Sworn Statement
7. APPENDIX B – Cover Letter of Code of Business
8. APPENDIX 6 – Code of Business Conduct
9. Appendix 7- Corporate Social Responsibility Code
10. APPENDIX E – Suppliers Evaluation Questionnaire

NOTE: OKTA reserves the right to exclude any of the items included in the scope of the RFQ and to cancel the final execution of some.

The Bidders are obliged to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required by the bid documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of their bid.

9. CLARIFICATIONS ON BID DOCUMENTS

Bidder may inquire any clarification of the bid documents by e-mail sent to OKTA's Contact person (§A.7) no later than five (5) working days prior to the offer submission deadline prescribed in this RFQ.

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 inquiry, but without identifying the source.

OKTA will endeavour to reply promptly to Bidders, but any delay will not be considered a reason for extending the submission date of their Proposals.

10. AMENDMENT OF BID DOCUMENTS

- OKTA reserves the right to modify the Bid documents by issuing Addenda at any time during the tender process.
- Any addendum thus issued will form an integral part of the bid documents and will be communicated in writing, by e-mail, to all Bidders of the bid process. Prospective Bidders will acknowledge receipt of each addendum by sending an e-mail to OKTA.
- To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, OKTA may extend, if necessary and at its sole discretion, the deadline for submission of bids.

C. PREPARATION OF BIDS

11. BID LANGUAGE

All documents should be submitted in local language and English. Certificates and other documents issued by local authorities should not be translated into English.

12. BID CONTENTS

12.1. Bid will consist of the following parts:

- a) **Legal and Technical offer**
- b) **Financial offer**

12.2 The *Legal and Technical offer*

Envelope A should be clearly marked with the RFQ title "**RFQ 2786-24**", indicate the content ("**Legal and Technical Documentation**") and the full name of the Participant's Company.

NOTE: Offers from Joint -Ventures won't be accepted.

Legal documents must include the following:

1. Certificates issued by Central Register of NMK for:

- 1.1. Company Current Status (Bidders should establish their company for at **least 3 years before the tender date**)
- 1.2. Company of Current Status from the Register of Real Owner
- 1.3. History of changes
- 1.4. Shareholder's book or Report from the Securities Central Depository (Certificate of shareholders at Joint Stock Companies)
- 1.5. Confirmation of misdemeanor sanction-ban for performing a profession, activity or duty
- 1.6. Confirmation of misdemeanor sanction-temporary ban on performing a separate activity
- 1.7. Confirmation of secondary penalty-permanent ban on performing a separate activity
- 1.8. Confirmation of secondary punishment - temporary ban on performing a separate activity
- 1.9. Confirmation of secondary penalty-ban for participation in public call procedures, awarding of public procurement contracts and public private partnership
- 1.10. Confirm that 1) no bankruptcy or 2) no liquidation procedure has been opened against the bidder
- 1.11. Certificate of creditworthiness and good financial standing.
- 1.12. Financial Stability Report for the last 2 years (2023 and 2022), issued by Central Register of NMK, for companies that are not subject to audit
 - For audited companies that are subject to audit, audit assessment should be provided for the previous 2 years. Clean audit opinion and audit certificate are required.
- 1.13. Turnover of at least 500K per year.

2. Certificate of paid taxes and contributions (obtained from Public Revenue Office)

3. All relevant licenses and certificates required by the applicable legislation

4. A Sworn Statement (Appendix 4) by the lawful representative of the company stating that:

- S/he has studied in detail all the data of the present Request, as well as any given supplemental 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.
- S/he has studied the contract template sent with this RFQ proposal and agrees to sign it in the event the participant is awarded. In case the participants have any comments regarding the contract template, these should be clearly mentioned in the technical offer
- All the data contained in the Proposal that s/he submits, as well as any supplemental data that will be requested by OKTA in the context of the present Request, are accurate and true.
- S/he has correctly studied the terms and Conditions of the tender and accepts them in full and without any reservation.
- 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.
- There are no legal limits of operation for the represented company.
- The Participant is not in bankruptcy, administration, bankruptcy settlement or any similar status and is not in the process of declaring the abovementioned.
- **Confirms that the Bidder is fully capable to fully respond to the project task i.e. provide all the material and the services included in the scope of the tender in accordance with the required standards (If some items from the project assignment cannot be answered to in the manner**

required in the project task, it is necessary to clearly highlight these items and note it in the mentioned statement).

- It has the financial capability for executing the scope of the present RFQ.
- The Bidder's lawful representative of the Company and members of the Board of Directors or other management body and the company as a legal entity have not been sentenced with an irreversible court decision for a crime that concerns his/her professional conduct and weakens his/her credibility.

Technical Documentation must include the following Statements and Lists:

5. Statement of acceptance of the proposed Works execution deadline for the listed PS(s) (Table 2 in this RFQ), i.e. the bidder confirmation that he can complete the works in the proposed deadline. Otherwise, the bidder shall declare the proposed by him deadlines in his technical offer.
6. The Bidder's should provide evidence that they have sufficient resources (number of teams and number of workers per specialty per team, machinery for production of the branded items, etc.) for the proposed scope of works and schedule.
7. Technical drawings as well as all other relevant documents of the elements to be provided by the Bidder in the technical offer. Bidder has to provide a Statement by which will acknowledge that will not claim any intellectual property rights, including copyright, trademark, or patent rights, over the technical drawings, schematics, or designs provided from his side solely for the purpose of this RFQ. The drawings provided by the Bidder will remain the property of OKTA. No part of these materials may be used or reproduced by the Bidder for any commercial purpose or personal gain without the express written permission of OKTA.
8. **WARANTY PERIOD:** The Bidders are obliged to provide a Statement by which are accepting the Warranty period stated within the Offer template (Appendix 1) of:
 - minimum two (2) years, for the electrical equipment
 - minimum ten (10) years for UV radiation (light transmission) for plastic parts
 - minimum five (5) years for LED lighting
 - minimum seven (7) years for 3M vinyl
 - minimum one (1) year for all remaining scope (dismantling, installation, etc).

If the warranty periods or conditions for any part are different, they should be stated in this Statement. In any case, it will not affect the implementation of the provisions in the Agreement that are defining the obligation of the Bidder to provide relevant bank guarantee for Good performance of the Works determined in accordance with Article 6 of this Agreement.

NOTE: During the warranty period the contractor must organize fast and efficient elimination of malfunctions that endanger the normal functioning of the petrol station. OKTA reserve its right to disqualify bidders that would not accept OKTA's requirement for warranty period, contract templates and etc.

9. Certificates for the materials
10. Sworn Statement of Acceptance of administrative measure/penalties as provisioned in the Contract template in article 14 (Appendix 2).

11. **List of references (in the last three years) in similar projects including all relevant info (short description of the works, client's name, budget. Working on similar projects on Petrol Stations (especially on OKTA's PS) will be considered as an advantage.**
12. Detailed list of subcontractors that the Bidder proposes to engage stating the part of the scope that the subcontractor will undertake (**Joint Ventures are not accepted**).
NOTE: The use of the subcontractors is subject to the approval of OKTA. OKTA reserves the right to reject subcontractors at its sole discretion. Bidder shall provide justification for the engagement of each subcontractor the Bidder proposes in terms of experience, infrastructure etc.
13. Bidders shall also include in their Technical Proposal Envelope:
 - The enclosed Suppliers Evaluation Questionnaire (APPENDIX E) Filled, signed and certified
 - The enclosed Certificate on the Acceptance of Code of Conduct of HELLENiQ ENERGY Group filled, signed and certified.
14. Statement, duly completed and signed, in case Bidders have any objections to the terms and conditions of the present RFQ. OKTA reserves the right to reject offers that do not accept part or all of the terms and conditions of the RFQ.

All above contents of the Legal and Technical documentation:

- shall be signed by the Tenderer's lawful representative and bear the official stamp of the Tenderer
- shall be also submitted in electronic format (USB) that will be enclosed in the Technical Offer envelope.

Failure to submit any of the above documents may result in disqualification of the submitted Bid.

CAUTION: Technical offer shouldn't contain any financial quotation data or reference, explicit or implicit, to financial quotation, pricing data etc.

12.3 Envelope B- Financial Offer

Envelope B should be clearly marked with the RFQ title "**RFQ 2786-24**", indicate the content ("Financial Offer") and the full name of the Participant's Company.

The Financial Offer should include (duly filled and signed from the authorized representative for the submission of the Proposal):

1. APPENDIX 1 – Financial Proposal Form Summary for each PS, filled in with all unit prices and totals, per section and for the entire scope of works per PS.

It should include the financial offer in paper copy and in electronic format (excel files not pdf files, on USB stick).

In case of differences between the printed financial offers and the electronic financial offer (USB), the printed financial offers will prevail.

The Bidder shall provide detailed price figures by completing the Financial Proposal Forms (Appendix 1) as per given instructions, in order for the offer to be valid.

Price quotes shall include any expenses arising from Participant's general obligations in order to ensure timely delivery and execution and compliance with the agreed terms, as well as any other cost in relation to the implementation of the contract.

All prices shall be quoted in MKD. The price quotes shall be free of any tax (such as VAT), which shall be borne by OKTA, according to VAT Law.

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

The prices that will be agreed with the selected Contractor won't be subject to any increase and for any reason throughout the duration of the contract.

13. TERMS OF PAYMENT

Terms of payment are explained in details in the Agreement (Appendix 2) in article 3.

50% of awarded bidder's offer for the petrol station determined in the Specification (Appendix 1), will be paid to the Contractor as an advance payment, based on a pro-forma invoice and an equal amount advance payment bank guarantee from the Contractor, after the signing of this Agreement by both parties.

The remaining 50% after completion and issuance of acceptance by the 3rd party engaged to follow and verify to OKTA the project deliverables; following which signing of the construction book by both parties shall take place.

The invoice amount will be equal to the lump sum offered unless OKTA modifies (reduces or increases) the scope, in which case the invoice should include the actual work done at the offered unit prices.

Invoices will be cleared within 40 (forty) days from the date of submission of the invoice

The offered prices will not be subject to an increase during the validity of the Agreement.

14. PROPOSAL VALIDITY

Bids shall remain valid for the period of at least six (6) months after the deadline for the submission of offers.

15. COMMENTS, QUALIFICATIONS, DEVIATIONS, EXCEPTIONS ETC.

- It is clarified that, in general, no comments, qualifications, deviations, exceptions etc., are accepted on matters of technical details as described in Appendix 1 and on all or any one of the contained therein, in particular on the technical choices by OKTA.
- In case of existing comments, qualifications, deviations, exceptions etc., regarding any other matters, these shall be included by the Bidders in a list to be submitted as a separate part of their Technical Offer (Envelope A). However, comments, qualifications, deviations, exceptions etc., lowering the quality and safety level of scope in part or in whole, will not be accepted.
- It is pointed out that only comments, qualifications, deviations, exceptions etc., which are included in the above list of Envelope A shall be considered and evaluated accordingly by OKTA.

- Comments, qualifications, deviations, exceptions etc., found in Envelopes A and B might result in the rejection of the relevant Bid / Offer by OKTA.

D. SUBMISSION OF BIDS

16. BID CONTENTS AND MARKING OF BIDS

Your offer should be submitted in an outer ***envelope sealed and closed***, marked “**RFQ 2786-24**”, – **DO NOT OPEN**” and will indicate your Company's name and contact details

The above-mentioned outer envelope will contain two separate, also sealed and closed, inner envelopes as follows:

1. One sealed and closed enveloped marked “**Envelope A - Legal and Technical Documents**”
2. One sealed and closed enveloped marked “**Envelope B - Financial Offer**”

The contents of above-mentioned inner envelopes are described in detail above (12.2 and 12.3).

The offer shall be submitted strictly via courier mail or direct delivery to the archive of the Ordering party, and should reach, the Headquarters of the company OKTA at the following address:

OKTA AD-Skopje (Procurement department)

Str. 1 no. 25 n.m. Miladinovci, Ilinden

To the attn. of Mr. Martin Milosheski, no later than 25/10/2024 at 3 p.m.

Offers submitted via e-mail, or otherwise that endangering the secrecy of bids, before the official opening, won't be considered.

On all 3 sealed envelopes, the name of the Bidder must be clearly marked.

If any of the three envelopes are not sealed and marked as above, OKTA will assume no responsibility for misplacement or premature opening of the Bid and OKTA reserves the right to disqualify the corresponding Bidder.

17. LATE BIDS

OKTA reserves the right not to accept offers that will be received after the offer submission deadline stated in 16. above.

18. MODIFICATIONS AND WITHDRAWAL OF BIDS

- The 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.

- Each Notice of Modification/Withdrawal shall be prepared, sealed, marked, and delivered with outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.
- No Bid may be modified after deadline for submission of bids.
- 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 the Bidder is making to the Bid and shall not involve resubmission of the entire Bid.

E. EVALUATION

19. PROCEDURE FOR OPENING BIDS AND AWARD OF THE CONTRACT

- All offers will be handled as strictly confidential. Bids will be opened and evaluated in accordance with the OKTA’s internal procedures and in discretion. Evaluation and final award of the Contract will be based on technical and financial criteria.
- Offer envelopes will be opened without the participation or presence of the Bidders. During the first phase the supporting documents, legal and technical, submitted by the participants, are checked in order to verify the legality of their participation and compliance with technical requirements.
- OKTA reserves the right to request from the Bidders to submit additional supporting (legal and/or technical) documents throughout the offer evaluation process. If the relevant supporting documents are not submitted in the time prescribed by OKTA, OKTA reserves the right to reject the corresponding bids.
- Throughout the 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 within the deadline instructed each time by OKTA (usually within three (3) working days from the date of receipt of the request); otherwise, OKTA reserves the right to reject the offers of the Bidders that have not responded in time.
- Any offers that do not comply with the terms of the offer may be rejected and their financial offer envelope will be returned to the corresponding Bidder without having been unsealed.
- Upon completion of the technical evaluation, OKTA will proceed to unseal the financial offer envelopes only of those Bidders whose technical offer will have been evaluated as qualified. OKTA will return the financial offer envelopes of the Bidders whose technical offer were evaluated as non-qualified without having unsealed them.
- If the Contractor after the award refuses to sign the relevant contract within ten (10) days from the date of the written notice, OKTA reserves the right to proceed with the selection of the next Bidder.
- Awarded Contractor will sign the contract attached hereto in Appendix 2. Bidders should express (in writing in their Technical Offer) during the tender process any reservations, disagreements, conflicts etc. with the contract templates. OKTA reserves the right to reject offers not accepting part or all of the contract template terms.
- Acceptance by OKTA 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.

20. AWARD OF CONTRACT

The result of the evaluation procedure is approved by the management of OKTA and the Contract will be awarded to the Bidder who has offered the best technical and financial offer.

The Bidder understands and agrees that upon acceptance of the best offer by OKTA, the Contract shall be formed between OKTA and the successful Bidder and the documents forming the Contract shall be, 1) the submitted Quotation-offer, 2) the RFQ document and 3) all its annexes as well the clarifications and the correspondence, in general, throughout the tender process, between OKTA and the selected Bidder.

Awarded Contractor will sign with OKTA the Contract attached hereto in Appendix 2.

Upon signing the Contract, awarded Contractor will deliver to OKTA, Guarantee for Good Performance, in form of bank guarantee.

21. PERFORMANCE GUARANTEE

Successful Bidder will deliver to OKTA a Good Performance Guarantee In the amount of 10% of the value of the awarded contract, under the terms and conditions as defined in the Agreement (article 6).

The form of Performance guarantee is attached as Appendix 3. The Bidder may propose alternative form of irrevocable, unconditional, on first demand Performance Bank guarantee, by including the proposed form in technical offer. OKTA reserves the right not to accept alternative forms of Good Performance Guarantee.

The Performance Guarantee must be provided by the successful Bidder in the form of a Bank Guarantee from a Bank and with text acceptable for OKTA.

OKTA reserves the right to request replacement of the Bank Guarantee if, during the term of the Contract, OKTA assesses at his sole discretion, that the credit worthiness of the Bank which has issued the Bank Guarantee deteriorates.

22. GENERAL TERMS AND CONDITIONS

- Warranty: Each Tenderer understands that the information contained in their Proposals will be relied upon by OKTA in making its decision with respect to the award of the contract and such information is expressly warranted by the Tenderer to be true and correct. Furthermore, each Tenderer will furnish such supporting and confirming information, prior to award, as may be reasonably requested by OKTA.
- Before submitting a Proposal, it is the responsibility of each Tenderer to examine all the Documents of this RFQ and consider all relevant laws of Republic of North Macedonia, rules and regulations that may affect cost, progress, performance and completion of the proposed contract.
- The proposals and procedures under this RFQ and the contract to be signed thereafter shall be governed by and shall be interpreted in accordance with the laws of Republic of North Macedonia for OKTA.
- Tenderers must treat all information provided to them by OKTA as private and confidential and shall not be used for purposes other than the preparation of their Proposals.
- OKTA reserves the right to issue amendments or cancel or reissue the RFQ.
- OKTA reserves the right to reject any or all Proposals, not to conclude to a Bidder at all, to conclude to more than one Bidder and not to assign the contract to the lowest cost Tenderer.

- When the assessment is completed, OKTA reserves the right to enter into negotiations with the selected Tenderers as it sees fit in its fair judgement with a view to concluding the contract. The best overall Proposal, if it is found to be satisfactory by OKTA, may be accepted. Negotiations may also be conducted via e-auction, as per the instructions that will be communicated to the qualified Bidders by OKTA.
- After negotiations are completed, OKTA will promptly notify other Tenderers who were unsuccessful. However, OKTA is not obliged to give any explanation for not awarding the contract to any of the participating Tenderers.
- OKTA will not reimburse the Tenderers for any of their costs for preparing their Proposals and for negotiating the Contract, including any visits to OKTA (headquarters and/or petrol stations).
- OKTA may, at its sole discretion, provide or request additional or supplementary information to Tenderers provided that such additional or supplementary information shall be dispatched to all Tenderers on the same day. This information and clarifications issued by OKTA shall be deemed to form part of the Documents of this RFQ and their Proposals.
- OKTA will endeavour to reply promptly to Tenderers, but any delay will not be considered a reason for extending the submission date of their Proposals.
- Additional information/clarifications on the proposals, including samples submission may be asked from the Tenderer(s). All relevant costs (transportation, site visits etc.) shall be covered by the participant.
- .
- The Tenderers shall exercise reasonable care to prevent any action or conditions which would result in a conflict with OKTA's best interests and will respect appropriate business standards and ethics.
- Acceptance by OKTA of a Proposal submitted by the Tenderer shall create an irrevocable obligation on the Tenderer, 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 (LoA) is handed to the Tenderer. The date of transmittal of the facsimile notifying acceptance shall be deemed to be the date of acceptance of the Proposal.
- All technical regulations and standards must be obeyed.
- All safety regulations provided by Law must be strictly followed.
- All approvals and permissions by the Authorities of the Republic of North Macedonia that are necessary to fulfil the contract with OKTA must be described in the Proposal as well as necessary activities (including duration and costs) to achieve them.
- All necessary approvals by the Authorities of the Republic of North Macedonia have to be obtained in good time by the Tenderer in order that the time schedule is not jeopardized and OKTA must be kept informed about any necessary approval.
- All topics in the RFQ should be addressed. Failure to do so may lead to rejection of the Tenderer.
- OKTA 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 sealed to the Participant;

DISCLAIMER

OKTA reserves the Right to Accept any Bid and to Reject any or all Bids.

OKTA prepared this tendering process based on presently available information and reserves the right to modify, amend, change, adapt the scope and/or subject of works, to accept or reject any Bid, to cancel the bidding process as a whole, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the ground for such decision. By participating in this tender, all Bidders automatically and unconditionally accept the above disclaimer and relinquish their right to claim any damages.
