



**OKTA AD - Skopje**

**RfQ no. 2302/25 March 10, 2025**

**Purchase and sale of electricity – OKTA AD Skopje  
for the period 2025-2026**

March 2025

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## 1. INTRODUCTION

OKTA AD-Skopje (hereinafter referred to as OKTA), with its registered office at 1 No. 25 n.m. Miladinovci-Ilinden, P.F. 66, 1000 Skopje, invites you to submit your best offer for purchase of electricity and the sale of electricity from its own PVs in the period from April 1, 2025 to March 31, 2026 for the following three contract duration options:

- ✓ **Option 1** - 01 April 2025,00:00 (CET) until 30 June 2025, 23:59 (CET)
- ✓ **Option 2** – 01 April 2025, 00:00 (CET) to 30 September 2025, 23:59 (CET)
- ✓ **Option 3** – 01 April 2025, 00:00 (CET) to 31 March 2026, 23:59 (CET)

**\*In all three (3) options, a possibly negative price published on the HUPX exchange will be calculated as zero (0).**

Okta reserves the right, depending on the offers received, to choose one of the options listed above.

### 1.1 Confirmation of receipt of the Request for Proposal and Declaration of Participation

Please acknowledge receipt of the Request for Proposal and register your interest in participating within two (2) business days from the date of delivery of this document, by notifying via email the following contact persons:

phone: **02-2532-603**  
**02-2532-330**  
mobile: **070-399-757**  
**078-203-378**  
Email: [mmilosheski@helpe.gr](mailto:mmilosheski@helpe.gr)  
[LStefanovska@helpe.gr](mailto:LStefanovska@helpe.gr)

Please include the following information in your notification:

- Name of your company;
- Name and surname of the person responsible for submitting the bid;
- Telephone and e-mail of the responsible person.

## 2. VOLUME OF ELECTRICITY DELIVERY

2.1 The planned volume of electricity delivery for the period April 2025 - March 2026 is according to the following table:

*Table 1 - Planned volume of electricity purchased by OKTA*

<b>Period 2025-2026</b>	<b>Planned electricity (MWh)</b>
<i>April</i>	66
<i>May</i>	57
<i>June</i>	59
<i>July</i>	69
<i>August</i>	71
<i>September</i>	68
<i>October</i>	76

<i>November</i>	<i>123</i>
<i>December</i>	<i>160</i>
<i>January</i>	<i>167</i>
<i>February</i>	<i>119</i>
<i>March</i>	<i>111</i>
<i>Total</i>	<i>1,146</i>

*Table 2 - Planned volume of electricity sales, from FVC owned by OKTA*

<b>Period 2025-2026</b>	<b>Planned electricity (MWh)</b>
<i>April</i>	<i>1,100</i>
<i>May</i>	<i>1,302</i>
<i>June</i>	<i>1,355</i>
<i>July</i>	<i>1,340</i>
<i>August</i>	<i>1,336</i>
<i>September</i>	<i>1,065</i>
<i>October</i>	<i>882</i>
<i>November</i>	<i>505</i>
<i>December</i>	<i>331</i>
<i>January</i>	<i>425</i>
<i>February</i>	<i>678</i>
<i>March</i>	<i>973</i>
<b>Total</b>	<b>11,262</b>

The quantities above are indicative and non-binding for OKTA.

### **3. DELIVERY CONDITIONS**

3.1 Place of delivery: DAP (Incoterms 2020, issued by ICC Paris), any point within the territory of the Republic of North Macedonia where MEPSO can take delivery of the electricity.

3.2 **Cross-border capacities (CBTC):**It will be the Supplier's obligation.

3.3 Delivery Schedule: The delivery of electricity will be carried out based on a Daily Delivery Schedule that will be prepared by the Buyer each working day for the following, or for all subsequent non-working days.

### **4. RIGHT TO PARTICIPATE**

Domestic legal entities, holders of an Electricity Supply License or a Trade License issued by the Energy Regulatory Commission of the Republic of North Macedonia, invited to participate in this Request for Proposals, have the right to submit a bid.

### **5. INSTRUCTIONS FOR BIDDERERS**

5.1 **Duration of service:**For the implementation of the service, purchase and sale of electricity, OKTA will conclude a contract for one of the three(3) duration options listed in point 1 above.

## 5.2 Commercial conditions

**5.2.1 Invoicing period:** Once per calendar month for the amount of electricity delivered in the previous month.

**5.2.2 Payment period:** On or before the 30th day after the date of issue of the invoice.

**5.2.3 Currency:** EUR

**5.2.4 Bank guarantee:** Performance bank guarantee on behalf of the customer (8% of the selling contract value).

## 6. CONTENT OF THE OFFER

Your offer must be submitted in a sealed envelope marked "**DO NOT! OPEN INQUIRY NUMBER 2302/25-OFFER FOR PURCHASE AND SALE OF ELECTRICITY FOR PERIOD 2025-2026 – OKTA AD SKOPJE**", and will also indicate your Business name and contact details.

All the items related to the offer will be placed in two (2) separate closed and sealed envelopes, within the outer envelope, each of which will also indicate the name of the bidder and the details of the Contest.

### 6.1 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 participation certificates and the technical offer.

#### 6.1.1 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 offers from which one or more of the following documents are missing:

**ENVELOPE A: "TENDER DOCUMENTATION"**, which should contain the following documents:

1. Copy of License issued by the Energy Regulatory Commission of the Republic of Macedonia;
2. Audited annual financial report for the most recent years (2023 and 2024), accompanied by an independent auditor's opinion, if applicable otherwise submit a Certificate of Solvency and Financial Statements;
3. A statement certified by a Notary Public in which the Bidder expresses its willingness to submit a Bank Guarantee for timely and quality performance of the work, issued in favor of OKTA in accordance with point 5.2.4 above;
4. Draft version of contract; OKTA won't be bound to accept the draft version of the contract proposed by the bidders. The contract that OKTA will execute with the chosen provider will be the outcome of the mutual agreement between OKTA and the selected provider.
5. Signed statement for bidder's own Balancing group.
6. A statement signed by the Bidder clearly stating that the Bidder irrevocably accepts full and unconditional responsibility for guaranteed delivery of electricity to the delivery point;

7. A statement signed by the Bidder clearly stating that the Bidder will provide a transit route and the necessary cross-border capacity for the transmission of electricity from the source to the delivery point;
8. Reference list – electricity trade (for 2023 and 2024);
9. Current status no older than 6 months;
10. Current status of beneficial owners;
11. History of changes;
12. A document issued by a competent authority stating that the bidder is not in bankruptcy or liquidation and that no prohibition measure has been imposed on him/her to perform the activity (copy not older than six months, certified by the bidder);
13. Confirmation from the Public Revenue Office for paid taxes, contributions and other public duties;
14. Shareholder register (if the company is registered as a public limited company);
15. A valid document showing that the company is part of a group (if the company is part of a group).

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

## **6.2 ENVELOPE B – Financial Offer**

Your Financial Bid will be submitted to 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 Envelope should contain the Financial Offer Form in Annex 2 with all yellow-colored cells filled.

Bidders in Annex 2 should quote the unit prices as follows:

Annex 2 consists of three (3) scenarios.

For each scenario the bidders will have to quote prices for both the sale and the purchase of electricity.

Two prices will be quoted for sale and two prices for the purchase of electricity.

For the purchase, one fixed price and one based on HUPX shall be quoted. For the HUPX based price, the bidder will have to quote the markup which will remain constant during the duration of the contract (pricing formula:  $HUPX + \text{markup}$ ).

For the sale, one fixed price and one based on HUPX shall be quoted. For the HUPX based price, the bidder will have to quote the markup which will remain constant during the duration of the contract (pricing formula:  $HUPX + \text{markup}$ ).

In total, the bidders will have to quote 12 prices, all in Euro/MWh. It is noted that OKTA will select the duration scenario that is more beneficial to it, at its own absolute discretion. The same duration scenario will be selected for both the sale and the purchase of the electricity.

The prices offered must be fixed and not subject to any increase for any reason throughout the duration of the contract.

The financial offer will be duly signed by the legal representative of the offeror.

Quoted prices shall not include VAT.

It is noted that, **Sale** means the sale of electricity produced by OKTA to the awarded provider and **Purchase** refers to the electricity purchased by OKTA from the awarded provider.

In addition to the prices that you will quote, also you will quote for the tolerance that will apply to the sale of the electricity produced by OKTA.

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 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 duties, taxes (except from VAT), and other charges related to the Works will be borne by the Bidder under the Contract or for any other cause, shall be included in the price and total Bid price submitted by the Bidder.

### **6.3 SUBMISSION OF THE OFFER**

The above envelopes (A & B) should be submitted in one sealed envelope with the name, address and registered office of the Bidder:

- a) Request for Proposal: No. 2302/25
- b) Written note: "DO NOT OPEN"
- c) Written note: "PURCHASE AND SALE OF ELECTRICITY"

The offer should be in the OKTA Archive no later than 14<sup>th</sup> of March, 2025 until 4:00 p.m.

OKTA AD - Skopje  
Archive (Purchase and sale of electricity)

ul. 1 no. 25 n.m. Miladinovci-Ilinden  
P.F. 66  
1000 Skopje

Bids that are not submitted within the defined time period and those that are not prepared according to the terms of the Request for Proposal will not be taken into consideration and will not be evaluate.

### **6.4 Offer validity**

The validity of the offer should be at least 15 (fifteen) working days after the last day for submitting offers, i.e. until 28-03-2025.

### **6.5 Communication**

For any questions during the bid submission period, Bidders may contact in writing (by letter or e-mail) the contact persons listed in point 1.1.

## **7. TENDER PROCEDURE**

### **7.1 Opening and evaluation of bids**

The opening of the bids will be carried out by an OKTA committee. In the first phase, only envelope A: TENDER DOCUMENTATION, prepared in accordance with point 6.1, will be opened.

OKTA reserves the right to request from the Bidders (by e-mail), within two (2) working days from the date of notification, to submit the missing documents. If the documents are not submitted within the specified deadline, OKTA reserves the right to reject the bids/Bidders.

The opening of envelope B: COMMERCIAL BID and evaluation of the bids will be performed only on those bids that have been approved in the first phase.

During the evaluation of the bids, the Bidders may be required to answer some questions or to submit additional documents or information. The Bidder should respond, in writing, within two (2) working days from the date of notification, otherwise, OKTA reserves the right to exclude the bid/Bidder from the further steps of the process.

OKTA shall have no responsibility or obligation, in any event, to compensate Bidders for any expense or damage they may incur in preparing and submitting their bid.

## **8. NEGOTIATIONS**

After the evaluation of the bids is completed, OKTA reserves the right to enter into negotiations with the preferred bidder(s) to conclude a contract.

During this phase, OKTA may request those bidders to submit revised financial bids in accordance with instructions to be provided to those bidders by OKTA.

## **9. GENERAL TERMS AND CONDITIONS OF THE CALL FOR OFFER**

- OKTA 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.
- Before submitting the Bid, it is the responsibility of each participating company to:  
Examine all documents accompanying this Invitation to Tender and take into account all relevant laws, regulations and provisions of Republic of North Macedonia legislation that may affect costs, progress, effectiveness, etc. of the services included in the scope of this Invitation.
- The Tenders and Procedures which form part of this Invitation and the contracts to be signed below will be governed and construed in accordance with the laws of the Republic of North Macedonia. Any dispute, dispute or conflict between the parties, whenever it arises, and any matter relating to the procedures of this Invitation and the contracts to be signed will be referred to the jurisdiction of the Basic Civil Court Skopje.
- The participating companies have to manage all the information provided by OKTA AD Skopje with this Invitation strictly as highly confidential and shall not and under no circumstances use them for purposes other than the preparation of their Tenders for the participation in this Invitation.
- Companies participating in the process of this Invitation and submitting a Bid, irrespective of whether their Offer is finally accepted or not, shall not acquire any right against OKTA AD Skopje from this Invitation and their participation therein.
- OKTA AD Skopje 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 industrial and building facilities of OKTA



- The participating companies should make every effort to avoid actions or conditions that would lead to a conflict with the interests of OKTA AD Skopje and to respect the business ethics and business standards of OKTA AD Skopje
- Acceptance by OKTA AD Skopje of an offer submitted by a participating company will create a irrevocable obligation for the respective participating company, immediately after the date of acceptance of the Tender Offer, to proceed with the contract agreed between the two parties in accordance with the tender terms. The date of acceptance of the Offer will be the date of dispatch of the Letter of award.
- The bidder will provide draft contract which will be the basis of the discussion for the contract agreed between two parties.
- The bid price should be expressed in EUR excluding VAT (bids in other currencies will not be considered).
- Our payment terms are "30 days from the invoice date". The Service Provider agrees and accepts not to calculate statutory penalty interest if, according to the Service User's payment plan (internal procedures), payment is made after the invoice due date, but no more than five (5) business days after that date.
- The Bidder acknowledges that OKTA reserves the right to select only certain portions of the bid when multiple positions are involved. Additionally, OKTA may choose the most successful bidder, who may not necessarily be the one with the lowest bid and retains the authority to reject bids deemed unsatisfactory, as well as to revoke or annul the tender.
- The prices offered will remain unchanged during the validity of the Agreement. An agreement will be concluded with the most favorable supplier at OKTA's absolute discretion.
- Bidders may submit questions and/or additional explanations regarding this Request for Proposals only in writing (by e-mail) to OKTA's contact persons. OKTA will not assume responsibility for oral instructions or suggestions.
- OKTA, at its sole discretion, may also provide additional information to bidders. Additional information provided by OKTA will be sent simultaneously to all bidders within a reasonable time. The above information will become part of this Request for Proposal.
- After the procedure is completed, but not before signing a contract with the selected company, OKTA AD will notify the participants whose bids have been rejected. However, OKTA AD is not obligated to explain the rejection of their bids or to provide any information regarding the results of the bid evaluation.
- OKTA reserves the right to disqualify bidders who do not accept one or more of the conditions set out in the Request for Proposals, including the provisions of the draft contract.
- If, in the risk management procedure (which OKTA will conduct after the bidder submits the additional documentation required of it as the most favorable bidder), it is determined that the bidder does not meet the legal and financial conditions established in accordance with OKTA's internal acts, OKTA has the discretionary right, without further explanation, to refuse to proceed with signing the contract, and to award the contract to another, of which it will notify the bidder.
- This invitation to tender does not bind OKTA AD Skopje in any way. More specifically, OKTA AD Skopje reserves the right to:
  - ✓ Cancel, modify, assign part of the services or postpone the Contest for any reason, without obligation against everything.
  - ✓ Reject any offer that does not comply with the terms of this invitation.
  - ✓ Discard offers that will be submitted out of date.
  - ✓ Extend the deadlines at any time during the process.
  - ✓ Negotiate further with one or more bidders. Negotiations may also be conducted via e-auction in accordance with the instructions that OKTA will address to the qualifying participants

✓ Do not result in a Contractor selection as a result of the particular tender.

**Bids not submitted in accordance with the above conditions will not be considered.**

Please confirm receipt of this Request for Proposal, and if you do not participate in the tender, please notify us by e-mail: [OktaProcurementDepartment@helpe.gr](mailto:OktaProcurementDepartment@helpe.gr)

Date: March 10, 2025

Procurement Supervisor  
Martin Miloseski