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TENDER
FOR
Wagon Manipulation for OKTA AD Skopje

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A. GENERAL

1. Subject of Bid

1.1. OKTA AD-Skopje is in the process of selecting contractor for Design, engineering, supply, installation, commissioning and technical support of a Battery electric locomotive for wagon manipulation at OKTA.

1.2. The Contractor shall provide full-scope Design, engineering, supply, installation, commissioning and technical support of a Battery electric locomotive for wagon manipulation including post-installation support and SLA agreement.

One contractor will be selected for the entire scope.

2. Eligible Bidders

Eligible Bidders for this tendering process are entities (manufacturers) registered in one of the countries of the EU, Western Balkans, the G7 or East Asia, that have responded to OKTA's direct invitation for the tender or web announcement and expressed their interest to participate in the process accepting all the terms and conditions of the tender. All companies participating in this tender must provide all necessary documentation required, according to point 9.2 of this document.

3. Cost of Bid

The Bidder shall bear all costs associated with the preparation and submission of the 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 and irrespective of eventual cancelling of the bidding process at the sole discretion of OKTA.

4. Site visits – Site Visit is not mandatory

The Bidder, at his own responsibility, is encouraged to visit and examine OKTA's premises which are the subject of the Tender and obtain all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne solely by the Bidder. If a Bidder elects, at its own discretion, not to visit the sites, this will not constitute a ground for this Bidder to withdraw or modify in any way its bid in breach of the tender documentation, nor will this Bidder have different rights than the Bidders that visited the sites. For the avoidance of doubt, such Bidder that did not visit OKTA's site related to the tender scope will still be fully bound by its Bid and shall have the obligation to enter into the proposed contracts in case its Proposal is accepted.

Contact persons for Site Visit

Contact persons for scheduling the visits are:

Zafir Spirovski - ZSpirovski@helpe.gr or mobile: + 389 75 288 949

Dalibor Balevski - DBalevski@helpe.gr or mobile: +389 70227 638

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 above.

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.

5. Contact person of OKTA

All Bidders communications concerning the Tender should be addressed to:

Sibina Prokopovska

Mob.: +389 71 335 095

e-mail: sprokopovska@helpe.gr and OKTAProcurementDepartment@helpe.gr

B. BID DOCUMENTS

6. Content of Bid Documents

6.1 The set of bid documents comprises the documents listed below and possible addenda that may be issued in accordance with Article 8.

Appendix 1 – Scope of Works

Appendix 2 – Financial form

Appendix 3 – HSE measures

Appendix 4 – Contract template

6.2. The Bidder is 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 his bid.

7. Clarifications on Bid Documents

7.1. A prospective Bidder requiring any clarification of the bid documents shall notify OKTA by e-mail sent to the OKTA Contact person (section A, item 5.1.) **no later than three (3) working days prior to the deadline for the submission of the Offer**, OKTA will respond in writing to any request for clarification on the bid documents. Written copies of OKTA response will be sent by e-mail to all prospective bidders that have received the bid documents and have confirmed participation in the tender, including description of the enquiry, but without identifying the source.

8. Amendment of Bid Documents

8.1. OKTA reserves the right to modify the Bid documents by issuing Addenda at any time during the tender process.

8.2. Any addendum thus issued will form an integral part of the bid documents and will be communicated in writing or by e-mail to all participants of the bid process. Prospective bidders will acknowledge receipt of each addendum by sending an e-mail to OKTA.

8.3. 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.

Possible supplementary offers meeting the requirements of these amendments shall be submitted only upon OKTA's request and within the deadline instructed by OKTA, signed by the party signing the initial offer and shall comprise an integral part of the initial offer.

C. PREPARATION OF BIDS

9. Bid Contents

9.1. Bid will consist of the following parts:

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

9.2. **Technical offer** must include the following:

- a. **Certificate of Registration** – a document that provides all the relevant information about the respective company (structure of the company, authorized persons, general information about the Board of directors' members, the company's subsidiaries, the activities of the company, etc).
- b. **Confirmation for compliance with the Scope of Works – Appendix 1 supported with submission of respective technical documentation**
- c. **Relevant Project References.** Submission of a minimum three (3) references for similar projects delivered within the last 5 years. "Similar" means other battery-electric rail vehicles. Contact information is mandatory for past clients for verification of performance and support quality;
- d. **Local Support Structure:** A proposal detailing how the Bidder will provide local maintenance support, spare parts inventory, and engineering assistance within or near North Macedonia;
- e. **Quality Management – provision of certificates:**
 - ISO 9001: Quality Management Systems.
 - ISO 14001: Environmental Management Systems.
 - OHSAS 18001: Occupational Health and Safety Management Systems.
- f. **Warranty** period of minimum 24 months following final acceptance (commissioning) of the locomotive to include repair or replacement of failed components due to manufacturing defects. The coverages of the warranty shall be described in detail
- g. Post-Warranty Service Level Agreement (SLA) for 36-months, details defined in Appendix 1.

NOTE: Technical Acceptance shall be deemed completed upon successful SAT in accordance with Appendix 1.
- h. **Confirmation that the delivery, installation, commissioning and start-up will be completed in maximum 12 months**
- i. **Confirmation for compliance with Appendix 3 and Appendix 4**
- j. **Certificate of Incorporation**
- k. **Certificate of change of Company name (if applicable)**
- l. **Certificate of Directors (and GM & secretary, as applicable)**
- m. **Certificate of shareholders**
- n. **Record the names of the UBO(s)**
- o. **Certificate of registered address**
- p. **Memorandum and Articles of Association or equivalent**
- q. **Audited financial statements of the last 3 years (indicate the year end of the financial statements obtained)**
- r. **Group Structure (if the client belongs to a group of companies)**

- s. **Authorized representative (either in the form of Power of Attorney (POA) or extract from relevant Board of Directors' meeting minutes, if the person signing the agreement is not a Director)**
- t. **Certificate of good standing**
- u. **Certificate of non-bankruptcy**
- v. **Tax Clearance Certificate** (not mandatory)
- w. **Licenses and certificates** (if applicable)

Failure to submit any of the above documents may result in disqualification of the submitted Bid. Bidders will provide the **technical offer** by e-mail in a password-protected document, as described in section D.

9.3. **Financial offer**

Financial offer, duly filled and signed **Appendix 2** – Financial form with prices in EUR without VAT, will be submitted by e-mail in a password protected-document, as described in section D.

Preventive maintenance semi-annual fee to be quoted. This fee shall remain constant for the first 2 years of the warranty period. The fee that will apply in the subsequent 3 years will result from the fee of the initial 2-year period adjusted for the average change of CPI in the Republic of North Macedonia during the said period.

Labor rate for corrective/ad hoc maintenance to remain fixed for the first 2 years. The labor rate that will apply in the subsequent 3 years will be determined by adjusting the initial 2-year period fee for the average salary increase in the Republic of North Macedonia during the said period.

Bidders to quote prices for the spare parts indicating those recommended for the initial 2-year period along with the corresponding quantities (optional). The prices to remain fixed for the first 2 years. The bidders shall quote the % increase that will apply on the price list for years 3, 4 and 5.

The labor rate and the spare parts prices will apply for malfunctions out of normal wear and tear during the 2-year warranty period and for all malfunctions after the expiration of the warranty period.

The financial offers shall be net of any and all duties and taxes.

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

Resulting prices as described above shall remain constant and shall not be adjusted in connection with the changes in the costs of, indicatively and not exhaustively, labour, materials and other expenses related to the Works, overheads or similar costs throughout the duration of the contract.

All duties, taxes (except from VAT), and other charges related to the services 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.

Offered prices should correspond to the following payment terms:

Invoice will be issued after technical acceptance and approval, to be settled 40 days after Signed Technical Acceptance.

10. Bid Currency

The prices shall be quoted in EUR without VAT.

11. Bid Validity

Bids shall remain valid for the period of 6 (six) months after initial closing date for the submission of bids stated in 12.2.

D. SUBMISSION OF BIDS

12. Bid Contents and Deadline for Submission of Bids

12.1. Bidders should submit a **Participation confirmation** by which they confirm their intention to participate in the Tender, by stating the name and details of the contact person for all official communication regarding the Tender. The confirmation should be sent by e-mail to OKTA `s Contact person as per section A, item 5.1.

12.2. Interested bidders can submit their offer electronically, by e-mail:

Two separate electronic folders shall be submitted, namely:

- The first folder, which will contain the Technical Documentation (**Documents listed in point 9.2**), should be marked with "**TECHNICAL OFFER**" and **must be sent in password protected form.**;
- The second folder, which will contain the Financial Offer (**Appendix 2**), should be marked with "**FINANCIAL OFFER**" and **must be sent in password protected form.**

The Technical offer and the Financial offer, must be received, as separate e-mails on OktaProcurementDepartment@helpe.gr before or at the latest by 31/07/2026 until 16:00 h. Passwords of the technical and financial offers to be sent until the deadline ONLY to the following e-mail SGoridaris@helleniq.gr

IMPORTANT: The passwords for the technical and financial offers must be distinct from one another.

BIDS NOT SUBMITTED IN ACCORDANCE WITH THE TERMS DEFINED BY THIS REQUEST WILL NOT BE CONSIDERED

13. Late Bids

13.1. OKTA reserves the right not to accept Bids received after the deadline in which case the Bid will be returned to the Bidder without having been unsealed.

14. Modifications and Withdrawal of Bids

14.1. 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.

14.2. Each Notice of Modification/Withdrawal shall be prepared, sealed, marked, and delivered with outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

14.3. No Bid may be modified after deadline for submission of bids.

- 14.4. 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.

E. EVALUATION

15. Procedure for opening Bids and award of the Contract

- 15.1. All offers will be handled as strictly confidential. Bids will be opened and evaluated in accordance with OKTA internal procedures and discretion without Bidders being present. 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 within the deadline instructed by OKTA. If the relevant supporting documents are not submitted in due time (instructed by OKTA), OKTA reserves the right to reject the relevant bids.

During 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 time instructed by OKTA (usually no later than three (3) working days from the date of receipt of the question); 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 folder will not be opened.

The financial offers of the Bidders whose Technical Offers will have been evaluated as qualified, will be unsealed next while the financial offer envelopes of non-qualified Bidders will not be opened

If the Contractor after the award refuses to sign the relevant contracts within five (5) days from the date of the written notice, OKTA reserves the right to proceed with the selection of the next Bidder.

- 15.2. Acceptance by OKTA of a Proposal submitted by the Bidder shall be considered that the Proposal is binding for the Bidder immediately after the acceptance date. A Proposal shall be deemed to be accepted when a Letter of Acceptance is sent to the Bidder. The date of e-mail acceptance shall be deemed the date of acceptance of the Proposal.

16. 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.**

17. Award Communication

The award of the Contract will be communicated by OKTA to the selected Bidder 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 agreements reached. The relevant fully executed CONTRACT will be prepared and signed by both Parties shortly after the LoA signing.

F. OTHER TENDER TERMS

1. This Invitation/Tender/RFQ is expressly not a Contract between OKTA and the Bidder, or an offer to Contract. Regardless of the aforementioned, the provisions of this RFQ and its Appendices shall apply to any situations not regulated by the Contract that may be executed by the parties.
2. OKTA is not bound to accept any Quotation and to award the CONTRACT to the Bidders/Bidder who has offered the lowest price.
3. 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 makes no binding representations or undertakings as to how the Quotation Evaluation process will be conducted.
4. Before submitting an offer, it is the responsibility of each Bidder to examine all the Documents of this RFQ and consider all relevant local laws, rules and regulations that may affect cost, progress, performance and completion of the proposed contract.
5. 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.
6. 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 financial offer remains unsealed. OKTA reserves the right to issue amendments, cancel, or reissue the RFQ.
7. 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.
8. OKTA 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 shall be deemed to form part of the Documents of this RFQ and their Proposals.
9. All technical regulations and standards must be obeyed.
10. All safety regulations provided by Law must be strictly followed.
11. Bidders 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.
12. Warranty: Each Bidder 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 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.
13. If a Bidder is found to have made false or misleading claims or statements, OKTA reserves the right to reject at any time, any Quotation submitted by or on behalf of that Bidder. Bidders should be

aware that giving false or misleading information is a serious offence under the Criminal Code. When the assessment is completed, OKTA reserves the right to enter into negotiations with the selected Bidders 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 be conducted with selected qualified Bidders who, as per the instructions of OKTA, may be requested to submit revised offers in sealed password protected documents/envelopes or via e-auction, as per the instructions that will be communicated by OKTA.

14. After negotiations are completed, OKTA will promptly notify other Bidders who were unsuccessful. However, OKTA is not obliged to give any explanation for not awarding the contract to any of the participating Bidders.
15. The Bidders 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.
16. The Bidders are prohibited to form alliance or exchange information in the tender process, so as to damage the interest of OKTA and also exclude the participation of other bidders.
17. Bidders 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 and other parties in the course of executing the Works, should they be selected as the successful Bidder. Identification of a conflict of interest or a perceived conflict of interest will not automatically exclude a Bidder from consideration. OKTA shall assess the potential impact of the conflict or perceived conflict in relation to the Quotation before a final decision is made. However, OKTA's decision about exclusion will be final.
18. The Bidders 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.
19. 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 local laws. Any difference, dispute or disagreement between the parties hereto arising at any time as to any matter connected under the procedures of this RFQ and the contracts to be signed shall be referred exclusively to the jurisdiction of the Civil Courts of the city of Skopje.
20. OKTA will not reimburse the Bidders for any of their costs for preparing their Proposals and for negotiating the Contract, including any visits to OKTA.
21. Within 15 calendar days after Contract signing, the selected bidder will deliver to OKTA a Performance Guarantee in the amount of 10% of the value of the Contract. The bank guarantee will expire 3 months after the expiration of the Contract. Performance Bank Guarantee must be provided in the form of a Bank Guarantee from a local bank in English language. The choice of the Bank is subject to OKTA approval. OKTA reserves the right to request replacement of the Bank Guarantee if, during the term of the Contract, it assesses at its sole discretion, that the creditworthiness of the Bank which has issued the Bank Guarantee deteriorates.
22. Advance Payment: Allowed with a bank guarantee equivalent to the advance payment amount. OKTA will provide the awarded bidder an advance payment of 30% of the awarded amount. The contractor will have to submit an Advance Payment Guarantee of equal amount to the advanced payment. The advance payment will be cleared within thirty (30) days upon presentation of a valid invoice together with an on first demand advance payment bank guarantee

Penalties:



The Selected Bidder shall complete the execution of the works within the agreed contractual period.

Delay Penalty: For each calendar day of delay beyond the approved completion date, the Selected Bidder shall pay liquidated damages equal to 0.5% of the total contract value per day, up to a maximum of 10% of the total contract value.

Non-Compliance: If any portion of the work fails to meet the approved technical specifications, quality standards, or performance requirements, the Selected bidder shall, at its sole cost, remove, repair, or replace the non-conforming work to meet the specified standards.

The payment of the above contractual penalty shall not affect the right of OKTA to seek reimbursement of the damages caused by such failure.

Penalty shall not be calculated and paid if failure to meet the deadlines is caused for reasons related to OKTA, agreement between OKTA and the Contractor, force majeure or measures by competent authorities.

DISCLAIMER

OKTA 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.
