

REQUEST FOR QUOTATION (RFQ)
FOR
SUPPLY, INSTALLATION AND MAINTENANCE
OF 6MWh BATTERY ENERGY STORAGE SYSTEM (BESS)
FOR
OKTA AD SKOPJE

Closing Date & Time	30/ 04/ 2025
---------------------	--------------

NOTE TO PARTICIPANTS:

When submitting, Participants agree to abide by the terms and conditions of the Request for Quotation. All information provided by OKTA should be treated as private and confidential, shall not be used for purposes other than the participation in this Tender and shall not be distributed outside of your organization without prior written consent of OKTA.

GLOSSARY

“EMPLOYER”, “OWNER”, “OKTA”, mean OKTA AD Skopje.

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

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

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

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

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

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

“SITE” means OWNER’s 12MW Photovoltaic Plant located in OKTA Skopje refinery in N. Macedonia.

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

“CONSULTANT” means any Consultant or Advisor that has been appointed or will be appointed by the Owner, to act as the OWNER’s agent, on their behalf, and who performs the services as an OWNER appointed Consultant for the PROJECT. CONSULTANT has the authority and approval by OWNER to act as OKTA’s representative in performing the above services for technical and commercial issues and in coordinating and supervising the PROJECT. CONSULTANT does not have the authority to bind OKTA or SUPPLIER to any Purchase Order or Award or Contract.

“PROJECT” is the complete supply, installation and maintenance of 6MWh Battery Storage System.

Table of Contents

GLOSSARY	2
TABLE OF CONTENTS.....	3
1 INTRODUCTION	4
2 GENERAL.....	4
3 SCOPE OF TENDER / RFQ.....	4
4 SUBMISSION OF PROPOSALS	5
4.1 Time and date	5
4.2 Preparation and Submission of Quotations.....	6
4.3 Bid Contents	6
4.4 Language.....	9
4.5 Validity of quotations.....	10
4.6 Integrity of Quotation	10
5 ASSESMENT OF QUOTATIONS AND AWARD	10
5.1 Evaluation of Quotations.....	10
5.2 Evaluation Process.....	10
5.3 Negotiations.....	11
5.4 Award Communication.....	11
6 TERMS AND CONDITIONS	11
6.1 Pricing.....	11
6.2 Invoicing and Payment Terms	12
6.3 Performance and Warranty Bond - Guarantee / Warranty Period	12
6.4 Warranty / Guarantee period	12
6.5 Tender Terms.....	12
ANNEX A: TECHNICAL SPECIFICATIONS FOR BESS, S&LA, BOQ.....	14
Annex B- Head of Terms.....	14
Annex C - Financial offer template	14
Annex D – SLA agreement & Maintenance (D.1 BOQ).....	14
Annex E – Letter for participation.....	14
Annex F- Advance payment guarantee template	14
OKTA LAYOUT 12 MW WITH BESS.DWG	14

1 INTRODUCTION

OKTA is the largest fuel supplier in Republic of North Macedonia, known for its high- quality products that meet the latest local and European standards. Established in 1987, OKTA has become a leader in the trade, supply, and distribution of oil derivatives in the region. As a member of the HelleniQ Energy Group, one of the largest energy conglomerates, OKTA continually introduces innovative solutions and cutting-edge technologies. In response to global shifts in the oil market, OKTA transitioned from a refinery to a client-oriented logistics and trading company starting from January 2013. This transformation has enabled OKTA to serve a diverse portfolio of clients, ranging from small enterprises to large industrial facilities and government institutions.

In addition to its core fuel business, OKTA has made a significant stride in the energy sector. In 2018, the company expanded its portfolio by incorporating renewable energy production and energy management services. With a modern network of retail petrol stations offering high quality products and services, OKTA is committed to ethical business practices, prioritizing safety, and acting responsibly toward society and the environment.

To further enhance its operations and sustainability, OKTA is now integrating a hybrid energy system combining photovoltaic (12MW) PV plant with a battery energy storage system (BESS). By incorporating BESS, OKTA aims to optimize energy consumption, increase self-sufficiency and leverage energy trading opportunities.

The strategic move also addresses the challenges posed by grid congestion and energy curtailment risks, preventing potential energy wastage. With a focus on innovative technologies and sustainability, OKTA continues to lead in the energy sector while adapting to the evolving market dynamics.

For further information about OKTA, please follow the [link](#).

2 GENERAL

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

For any queries, additional information or clarifications during the bidding period, Bidders shall contact in writing only in English (by email) with:

Mr. Martin Milosheski

E-mail: mmilosheski@helpe.gr and OKTA.Procurement@helpe.gr

Tel: +389 70 399757

Confirmation of Participation Intent: Bidders are requested to submit, by 23/04/2025, a confirmation of their intention to respond to this RFQ stating the name and details of the contact person for all official communication regarding this RFQ. Confirmation will be sent by e-mail and will be addressed to the above contact person.

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

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

3 SCOPE OF TENDER / RFQ

OKTA seeks to select an EPC Contractor responsible for the supply, installation, and maintenance of a 6 MWh Battery Energy Storage System (BESS). The scope is divided into two parts:

Part A:

- Purchase, installation and commissioning of a 6 MWh BESS.
- Ensuring compatibility with the existing equipment and system on the current PV plant (Huawei) to secure Integration with the existing photovoltaic infrastructure.
- Auxiliary components (e.g. inverters, BMS-battery management system, EMS-energy management system, medium voltage transformer prerequisites on the current PV plant, cabling).
- Safety and Compliance: Purchase and installation of fire suppression systems, if not included in the integrated solution. Compliance with local, national and international safety standards. Provision of emergency procedures and safety training. Comprehensive user manuals, system diagrams and maintenance schedules.
- Coordination with OKTA-appointed third parties (that will execute the preparatory works – only the hydrant) for successful completion.
- On-site training for staff on operation, monitoring and basic troubleshooting.

Part B:

- Preventive and corrective maintenance for three years beyond the initial two-year warranty period, with a unilateral option for a five-year extension. The rates for the initial three-year period, as well as the optional five-year extension, will be established at present and subsequently adjusted on an annual basis in line with the inflation rate changes in North Macedonia from the preceding year. This adjustment will be implemented only if the inflation rate variation exceeds $\pm 1.5\%$.
- Monitoring system performance health, on-site or remote troubleshooting and repairs, replacement of degraded or faulty components.
- Emergency repair services with defined response times for faults.

CONTRACTOR will be responsible for all the activities, commissioning fully functional BESSs, and handover to the OWNER.

For further Details, reference shall be made to the **Annex A: Technical Specification of BESS**.

4 SUBMISSION OF PROPOSALS**4.1 Time and date**

Bids shall be submitted via e-mail as follows:

- File A: "Participation Documents" and File B: "Technical Offer" (as fully described in article 4.3) in electronic format via e-mail or OneDrive link (not We-transfer), addressed to Mr. Stergios SGoridaris@helleniq.gr
- File C: "Commercial Offer" (as fully described in article 4.3) in electronic format via e-mail, addressed to Mr. Bozhidar Pavlov, email: BPavlov@helpe.gr and OKTA.Procurement@helpe.gr It is highly noted that File C (Commercial Offer) should be sent in a password protected file.

Commercial offers sent without password will not be accepted.

- The passwords to unlock the protected Files A, B and C (Commercial offer) should be sent via e-mail only to Mr. [Stergios Goridaris](mailto:stergios.goridaris@helleniq.gr) e-mail: sgoridaris@helleniq.gr The three passwords should be different from each other.
- The subject of both e-mails should mention only: OKTA – BESS CONTRACTOR - Name of your Company

Bid due date: The closing date for submitting offers is Thursday, 30/04/2025, 14:00 local time (Skopje, N. Macedonia).

Bids will be valid for three (3) months from the date of submission. The Bidders agree to extend the validity of their proposals up to 3 months if so requested by OKTA

4.2 Preparation and Submission of Quotations

The Quotation / Offer of each Participant must be prepared in full conformity and be fully in harmony with the requirements of the Tender Documents as a whole.

The Participant must submit complete technical and financial offer for the BESS Project, as described in Article 3 (Scope of Tender).

The Participant also must clearly state the time frame, after the award, needed to start the execution of the Project.

4.3 Bid Contents

Within the e-mail there will be three (3) separate files, as follows:

- File A: "Participation Documents"
- File B: "Technical Offer"
- File C: "Commercial Offer"

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

File A: "Participation Documents"

File A shall include the following documents:

A.1 Details of Participant

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

a. Company name and legal form.

It is explicitly stated that Joint Ventures are not accepted in the present RFQ and PROJECT.

b. Subcontractors are accepted (with the prerequisite of full-compliance with the technical qualification criteria) and will be subject to OKTA's final approval;

b. Address of head office, telephone number, email.

c. Company profile, date of establishment, details of equipment and services offered; organizational, administrative and corporate structure, links with parent company and subsidiaries (if applicable).

- d. Original extract of BoD Meeting Minutes of the Bidder, regarding the approval of the participation in the tendering procedure and the authorization of the Bidder's Representative to sign and submit the offer.
- e. If the Bidder is a subsidiary of a BESS Manufacturing or their authorized representatives parent company, it may prove its technical and financial capacity by referring to the respective technical capacity and financial capability of the parent company, under the condition that the parent company explicitly accepts all Tender Documents and unreservedly accepts to enter into the Contract as a third party Guarantor, undertaking full liability jointly and severally with the CONTRACTOR for due performance of the Contract. In such case the parent company – Guarantor must provide all Participation Documents along with the Bidder.

A.2 Legal Statement

The Participants should submit a statement legally signed by their legal representative stating that:

- i. It is not bankrupt, under liquidation, bankruptcy, compromise or any other similar situation resulting from a similar procedure, as provided by its national legislation.
- ii. No procedure has been instigated for its declaration in bankruptcy, obligatory management, bankruptcy compromise or any other type of similar procedure provided by its national legislation.
- iii. It has not been convicted for anything related to its professional integrity and behavior and holds criminal record certificate in force for all BoD members.
- iv. It has not committed a serious professional misdeed, which can be verified by any means by Company.
- v. It has fulfilled its obligations concerning the payments of social security contributions, according to the legislation of the country where it is established or according to the local legislation.
- vi. It has fulfilled its obligations related to the payment of taxes, according to the legislation of the country where it is established and according to the local legislation, in case it had previously developed any activities in N. Macedonia, confirming full tax compliance;
- vii. It has studied and accepts without reservations all the technical terms of the Tender Documents and the Code of Business ([code-of-business-conduct-2011.pdf](#) [\(hellenigenergy.gr\)](#));
- viii. It has the financial capability for providing the Materials and executing the BESS project.
- ix. It has the technical capability for providing the Materials and executing the BESS project
- x. It has full knowledge of the conditions that may affect the execution of the project in any way.

Note:

The aforementioned certificates will be required to be submitted by the preferred Bidder prior to Award and within 5 business days from request.

In case any of the above documents is not issued in the country of the Bidder's domicile a Solemn Declaration must be submitted confirming that such documents are not issued in the country of the signatory's domicile and that in any event the Bidder is not subject to any of the above-mentioned conditions. It is clarified that no comments, qualifications, deviations, exceptions etc., are accepted on matters of technical description of the SCOPE of WORKS as described in Annex A: Technical

Specification and on all or any one of the data contained therein, in particular on the technical choices by the OWNER.

In case Bidder has deviations from the contractual terms of the Tender then the Bidder must clearly state in their offer its proposed deviations, which will be evaluated by OKTA. Such deviations should be included in File B: Technical offer.

A.3 Financial statements

Bidders shall also provide their financial statements for the last three years in Euros.

All above-mentioned documents and data are obligatory. An omission to submit any of them or a false statement by a Bidder may be a reason for the rejection of Bidder's entire offer by Owner. OKTA may request the submission of any additional documents or certificates as it deems proper.

File B: "Technical Quotation"

File B shall include the following documents:

- a. Technical Quotation for the PROJECT described in Annex A – Technical Specification for BESS
The Technical Quotation should not contain any prices or other financial terms.
- b. Any other technical data required by the Technical description of the PROJECT.
- c. List of references from local and foreign RES Projects (proven track record in the **last three years** in deploying minimum 3 similar systems) including all relevant info (short description of the works, client's name, budget, etc);
- d. Organization plan;
- e. Capability to train end -users for operation and maintenance;
- f. Compliance with technical requirements and more specifically:
 - a. Equipment specifications and design;
 - b. System integration plan: Connection to the existing medium-voltage transformers at three designated locations (3 x 2 MWh) within OKTA's PV plant;
- g. Safety compliance according to national and international standards; Integration of fire suppression or thermal runaway protection.
- h. Integration with OKTA's SCADA system and monitoring capabilities and existing grid infrastructure and inverters.
- i. Built-in system for real-time monitoring, balancing and protection. Remote monitoring capability for remote performance tracking and automated alerts for faults and maintenance requirements.
- j. Compatibility of the offered systems in case of future expansion.
- k. Proposed time-schedule;
- l. Minimum 2 year warranty period;
- m. Compliance with the project timeline;
- n. Certifications:
 - Authorization letter as a representative of the proposed BESS manufacturer;
 - Relevant EU and national standards;
- o. Signed statement of unconditional acceptance of tender terms;

- p. The Bidder shall provide solid justification of its capability to comply with the SLA in terms of infrastructure i.e. spare parts stock, vehicles, personnel, project team experience;
- q. Insurance for the on-field works;

Technical quotations not offering the total of scope of BESS Project required by the Inquiry Documents shall be rejected.

File C: "Financial Quotation"

Bidders will quote:

For Part A: a lump sum amount with its breakdown into the following costs:

purchase, transportation, civil works, electrical works, installation, commissioning & start-up, personnel training.

For Part B: During the warranty period, the preventive and corrective (due to normal wear and tear) maintenance will be free of charge and shall be included in the price of the BESS.

The preventive and corrective maintenance (due to normal wear and tear) after the expiration of the 2-year warranty period and for a 3-year period will be compensated as follows:

The bidders will quote a fixed monthly fee that will serve as the base monthly fee.

The monthly fee that will apply in the years 3, 4 and 5 will be calculated by adjusting the quoted base fee for the change in the inflation during the preceding 2, 3 and 4 years respectively. In case the change in the inflation doesn't exceed $\pm 1,5\%$, the base monthly fee will be charged.

The monthly fee that will apply in each of the years 3, 4 and 5 will be calculated at the beginning of each year and won't be subject to change during the year.

The monthly fee will cover preventive and corrective maintenance regardless of the malfunction as long as this is within the normal wear & tear. The monthly fee will include labor + spare parts in the case of corrective maintenance regardless of the value of the latter ones.

Bidders shall quote price list of main spare parts and unit rates for labor and transportation for the compensation of corrective maintenance interventions due to malfunctions/failures outside normal wear & tear.

The Financial Quotation shall also include:

- i. Terms, according to Annex B: Head of Terms
- ii. Detailed Price Breakdown as described in the Annex C: OFFER LETTER.

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

4.4 Language

The Request for Quotation documents have been prepared in English language, which shall be used in all Quotations and for all written communications amongst Owner and Participants.

4.5 Validity of quotations

The Quotations, including the Financial Quotations of the Participants, shall be valid for a period of three (3) months from the submission deadline date.

Participants are advised, that they may be asked to extend the validity of their proposals Up to 3 months.

4.6 Integrity of Quotation

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

5 ASSESMENT OF QUOTATIONS AND AWARD

5.1 Evaluation of Quotations

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

Also, the Tender Evaluation Committee proceeds to the technical evaluation (File B).

File C will be evaluated only for the successful Bidders after the finalization of the evaluation of the data and information of Files A & B as per Article 5.2.

5.2 Evaluation Process

General notes

During the entire evaluation process, OKTA may, at its sole discretion, ask certain questions, or request clarifications from the Bidders in order to better understand and evaluate their offers. The Bidders have to reply to OKTA's questions and requests within and no later than two (2) days, unless otherwise asked by OKTA.

Technical Evaluation

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

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

- Compliance with all OKTA's RFQ, Tender Terms, Head of Terms and Conditions.

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

Financial Evaluation

Upon completion of the above phase, File C of those Bidders who have been technically accepted and in case of OKTA's request have withdrawn the requested comments, deviations, exceptions etc., is evaluated by the OWNER.

Among the Bidders who have satisfied the criteria listed above, the Contract will be awarded to the Bidder who has offered the most attractive quotation, based on the financial and technical evaluation. A quotation may be rejected if, among other reasons, any information provided by the Participant in the Quotation is found to be incorrect or if a Participant fails to verify any information provided in the Quotation in response to the OWNER's request.

5.3 Negotiations

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

At the end of such negotiations the Owner may request those Participants to submit revised Financial Offers in password protected files. Revised offers may also be submitted by electronic auction, according to the detailed instructions that will be communicated to the qualified Participants by OKTA.

5.4 Award Communication

The award of the Project will be communicated by the OWNER to the preferred Bidder via e-mail. After acceptance by preferred Bidder, the negotiation on the contract will take place in order to finalize the terms of the document, which will be executed by both Parties.

6 TERMS AND CONDITIONS

6.1 Pricing

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

- Contractor's profit and subcontractor's profit (if any);
- Supply of all necessary equipment, materials, labor and supervising personnel, of all required tools and instruments, including their transportation to and from the SITE and storage at site;
- All costs for the auxiliary equipment necessary for constructing the Works under the scope of the Agreement.
- All costs for wages, overtime, per diem allowances, additional costs for travelling time and travel expenses, living allowances, hotel accommodation and travel to, and from, site.
- In general, any other cost that may occur for the complete SCOPE OF WORK;
- All levies, customs duties, all import duties, other taxes and retentions, excluding VAT over the invoices of BESS CONTRACTOR to OKTA.
- The income tax and withholding tax in N. Macedonia due to bilateral agreements

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

It is also clarified that the CONTRACTOR is not exempted of toll expenses for all kinds of means of transport and machinery travelling on the Country's road network. He is also not exempted from special taxes on all kinds of Materials, Machinery, Supplies etc. imported from abroad and of taxes etc. according to the taxation laws in force. The CONTRACTOR is further not exempted from duties and all other taxes, duties or fees on behalf of the state for fuel and lubricants.

6.2 Invoicing and Payment Terms

The proposed invoicing and payment terms are mentioned in Annex B: Head of Terms.

6.3 Performance and Warranty Bond - Guarantee / Warranty Period

A Good Performance and Warranty Bond, bank letter of guarantee, before signing the Contract is required to be provided by the selected Bidder, as described in Annex B: Head of Terms. The subject Bond will be issued by a first-class Bank lawfully operating in N. Macedonia or EU with a long term unsecured credit rating of at least A with Standard & Poor in favor of OWNER. The Performance Bond that will be issued should be irrevocable, unconditional and payable upon first written demand. In any case the Owner will be entitled to the immediate payment (within 3 days) by the Bank, on its first written demand up to the full amount of the letter of guarantee notwithstanding any contestation by Contractor or any third party.

6.4 Warranty / Guarantee period

BESS CONTRACTOR must cover the WARRANTY PERIOD of the delivered project as described in Annex B: Head of Terms

6.5 Tender Terms

1. The validity of the Quotation should be for at least three (3) months from the present RFQ deadline for the submission of the Offers.
2. This Invitation/Tender/RFQ is expressly not a Contract between OKTA and the Participant, or an offer to Contract.
3. OKTA is not bound to accept any Quotation and to award the CONTRACT to the Participant/Bidder who has offered the lowest price.
4. 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.
5. OKTA reserves the right to postpone, adjourn or cancel the present Tender, as well as to amend the time table of the Request for Quotation and of the Tender in general, at any time, or to repeat the Tender, at its sole discretion, without bearing any liability towards the Participants in the Tender and/or any third parties. Participation in the Tender remains at the Participant's sole responsibility and expense. The Participant does not derive any compensation rights out of this participation other than those set out in the present document. Participation itself in the Tender Procedure equals to Participant's full and unconditional acceptance of the Tender terms and conditions.
6. OKTA reserves the right to make any amendment in connection with the present Tender, at any time during the subject Tender. All amendments shall be communicated in writing to all Bidders. Possible supplementary offers meeting the requirements of these

amendments shall be submitted signed by the party signing the initial Offer and shall comprise an integral part of the initial offer.

7. OKTA reserves the right to enter into negotiations with any Participant after the evaluation process and before concluding the Contract.
8. The Inquiry is governed by the N. Macedonia Law, which will be applicable in all relations between the OWNER and the Bidders, regardless of their nationality.
9. The Contract will be governed by and construed in accordance with the Law of N. Macedonia. All disputes arising out of or in connection with the contract, shall be finally settled under the Court of Skopje -N. Macedonia.
10. The Contract and all written communication between the parties will be in English language. However, there may be use of local language / words for several technical and regulatory matters, certificates requested in participation documents etc.
11. Participants must comply with all applicable regulations and standards.
12. All Participants/Suppliers have to cooperate with and advise OKTA during all activities resulting from the scope of this project.
13. Confidentiality: The parties shall keep the terms of the Tender or/and the Annexes strictly confidential and shall not disclose such terms to third parties, except as may be required by Law.
14. If a Participant 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 Participant. Participants should be aware that giving false or misleading information is a serious offence under the Criminal Code.
15. The Participants 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.
16. Participants must disclose in their Quotations any potential or actual conflicts of interest that they may have or may be perceived to have in respect of their responsibilities to OKTA and other parties in the course of executing the Works, should they be selected as the successful Participant. Identification of a conflict of interest or a perceived conflict of interest will not automatically exclude a Participant from consideration. OKTA 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.
17. The Participants and the CONTRACTOR are not entitled to transfer, sell, lease or award to a third party in any way even by means of subcontracting or transfer the Contract or part of it or rights or obligations deriving from the Tender or the Contract, without prior written consent of OKTA.
18. OKTA declares that complies with all the provisions on the protection of personal data.
19. The Successful Bidder personnel will be trained and certified in the refinery safety processes on site before working in the field. The Successful Bidder is responsible for the safety of his personnel that is working on site. Any delay occurring from the non-compliance with the refinery safety rules shall be borne by the Contractor.
20. Before commencing the execution of the project, the Contractor shall insure against loss and damages, which may occur to any property (including that of OWNER) by or arising out of the execution of the BESS Project under the scope described hereto.
The Contractor shall whenever required produce to the Owner the policy or policies of insurance and the receipt for payment of the current premiums.

The Contractor is obliged to have insured with insurance funds or organizations of primary or secondary insurance the total personnel that will be employed for the Services by himself or the subcontractors depending on their specialization and in accordance with the provisions concerning insurance funds or organizations. The Contractor is also obliged to provide for insurance of any of his personnel or the personnel of the subcontractors with insurance companies.

21. SITE VISIT: Bidders will have the opportunity to visit the photovoltaic plant (PV) in Skopje Industrial Complex in order to ensure that they are fully informed about the conditions of construction of the BESS Project and the surrounding area before submitting their offer. Site visits will be organized by the OWNER upon Bidder's request and will be carried out up to 7 days before submission deadline.

List of Annexes

Annex A: Technical Specifications for BESS, S&LA, BOQ,

Annex B- Head of Terms

Annex C - Financial offer template

Annex D – SLA agreement & Maintenance (D.1 BOQ)

Annex E – Letter for participation

Annex F- Advance payment guarantee template

OKTA Layout 12 MW with BESS.dwg