

OKTA AD Skopje

Request for Quotation for
Mystery Shopping Services – OKTA PETROL STATIONS

April 2024

CONFIDENTIAL

All information provided by OKTA AD Skopje 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 AD Skopje.

GLOSSARY

“EMPLOYER”, “OKTA” refers to OKTA AD Skopje

“RFQ” refers to the Request for Proposal for purposes of selecting the best participant to provide the materials requested by OKTA AD Skopje.

“PARTICIPANT(S)” refers to any legal company or groups of companies invited to submit a response for the supply of materials requested by OKTA AD Skopje.

“RESPONSE” or “PROPOSAL” refers to the Participant’s response to the Request of Proposal for the required materials or services, including the Technical Offer and the Financial Offer and all other documentation requested in the RFQ.

“MATERIALS” or “SERVICES” 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” refers to the final agreement reached between OKTA AD Skopje and the successful Supplier and all the attached documents thereto.

1. GENERAL INFORMATION

1.1 OKTA AD Skopje

OKTA is the largest fuel supplier in the country, covering more than two-thirds of the total market needs with high quality products that meet the latest local and European standards. Established in 1978, the company is a leader in the field of trade, supply and distribution of oil derivatives in the region. As part of one of the biggest groups in the energy sector - the Hellenic Energy Group, OKTA is constantly introducing international skills, innovative solutions and cutting-edge technological trends.

OKTA's retail network consists of modern petrol stations spread throughout the country that offer high quality products and services to the end users.

In 2018, as a modern energy company, OKTA expanded its portfolio with production of electricity from renewable sources as well as supply and management of energy for its customers.

For further information about OKTA, please follow the link:

<https://www.okta-elpe.com/>

1.2 Scope of the RFQ

OKTA intends to award one contract for the Provision of mystery shopping services at multiple petrol stations across North Macedonia.

Duration of the Contract that will be signed between OKTA and the awarded Supplier will be **two (2) years**. OKTA reserves the right to extend the duration of the Contracts for one (1) additional year under the same terms and conditions.

OKTA will award the Contract as a result of the evaluation of the responses to this RFQ. The successful Supplier understands and agrees that upon acceptance of his Response by OKTA, the Contract shall be signed between OKTA and the successful Supplier and the documents forming the Contract shall be the submitted Response, the RFQ document and all its enclosures.

1.3 Designated Language

The Response and all communication in relation to this RFQ and its enclosures will be in Macedonian language. Any literature that may accompany the proposal (e.g. Prospectus, Manuals) should also be in Macedonian. All documentation, studies and drawings that need to be submitted to local authorities, should be in Macedonian.

1.4 Submission Information

1.4.1 Confirmation of acceptance and declaration of intent

Participants should confirm their participation to this RFQ no later than **12.04.2024** by e-mail addressed to OktaProcurementDepartment@helpe.gr and mmilosheski@helpe.gr.

Participants are requested to state the name and details of the contact person responsible for all official communication regarding this RFQ.

1.4.2 Questions and Clarifications

OKTA may, at its sole discretion, provide supplementary information to Participants either at their own initiative or after the query of a Participant.

Any questions and requests for clarifications concerning this RFQ should be referred to the following e-mails (OktaProcurementDepartment@helpe.gr) latest by **15.04,2024**.

This information and/or clarifications will be disclosed to all Participants by e-mail and shall be part of the RFQ Documents. OKTA is not bound to reply to requests for clarification and / or additional information received after the above-mentioned due date.

2. CONTENT OF PROPOSAL AND SUBMISSION DUE DATE

The bidders should electronically send the offer in **two folders**:

The **First folder** should be clearly marked with the title “Commercial Offer” and it should include the Financial Proposal Form presented in Enclosure 2 as “Pricelist for OKTA Mystery Shopping”.

The **Second folder** should be clearly marked with the title “Technical offer” and it should include the following data and documentation:

- A.1 Supporting Documents and
- A.2 Technical Proposal (offer)

2.1 A.1. Supporting Documents

Documents of group A.1 shall include the following Supporting Documents in the hereby defined order.

- Representative Documents:
 1. Company Registration document issued by Central Register in NMK.
- A Sworn Statement by the lawful representative of the company stating that:
 - i. S/he has studied in detail all the data of the present Request, as well as any given 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.
 - ii. S/he has studied the contract template sent with this RFQ proposal and agrees to sign it in the event the participant is awarded with this tender. In case the participants has any comments regarding the contract templates, they should be clearly mentioned in envelope A (Technical Proposal see below)
 - iii. All the data contained in the Proposal that s/he submits, as well as any supplemental data that will be requested by OKTA in the context of the present Request, are accurate and true.
 - iv. S/he has correctly studied the terms of the present Request and accepts them in full and without any reservation.
 - v. S/he has full knowledge that submission of false data or omission of submitting required data constitutes cause for the disqualification of the company that s/he is representing in the tender.
 - vi. There are no legal limits of operation for the represented company.
 - vii. The Tenderer is not in bankruptcy, administration, bankruptcy settlement or any similar status and is not in the process of declaring the abovementioned.
 - viii. The Tenderer’s lawful representative and the members of its Board of Directors have not been sentenced with an irreversible court decision for a crime that concerns his/her professional conduct and weakens his/her credibility.
 - ix. Confirms that the Participant is fully capable to provide all the services included in the scope of the tender in accordance with the required standards. Participants should explicitly state any deviations from the above statement.

2.2 A.2. Technical Proposal (offer)

Documents of group A.2 shall include the Participant’s Technical Proposal with the following documents as a minimum requirement:

- Experience min 5 years in providing mystery shopping services included in the scope of the present RFQ. This requirement should be supported with “Reference list” and minimum 2 “letters of recommendation”,

- Participants shall use a Valid software/Online platform. Participants shall include specification sheets, presentations for platform features and any technical information relevant to the online platform.

Participants shall include in their offer:

- Lead times for the reports.
- Lead times for the emergency reports.
- Reference list, of the last five years, of your clients in the same type of services as those addressed in this RFQ and as a minimum 2 letters of recommendation.
- Methodology used by the participants
 5. Presentation of the company
 6. Information of the type of the software that will be used
 7. Current status document not older than 6 months
 8. Document issued by a competent authority that the bidder is not under bankruptcy and liquidation, as well as that he has not been imposed a measure prohibiting him from performing the activity (a copy not older than six months certified by the bidder);
 9. Confirmation from the Public Revenue office for paid taxes, contributions and other public duties (copy not older than 6 months)
 10. Statement that the bidders have all the necessary resources to perform the work in this RFQ
 11. List of subcontractors (if any) – OKTA reserves the right to approve/reject subcontractors;
 12. Other necessary equipment and machines included in the tender specification.

The commercial offer must be sent to OktaProcurementDepartment@helpe.gr protected by password. The password will be additionally requested upon receipt of all offers within the specified period.

Submission deadline: **05.04.2024**.

Also, the bidder has the possibility to deliver the offer in one sealed envelope that should be clearly marked with:

“DO NOT OPEN! RFQ nu. 2338/24”
(Specified in the upper left corner of the envelope)

The offer should comprise of **two separate sealed envelopes** as follows:

Envelope A should be clearly marked with the RFQ title “Technical offer”, indicating the content “Supporting Documents and Technical Offer” and the full name of the Participant’s Company. All participants shall separate the requested documents in envelope A in two groups, with labels:

- A.1 Supporting Documents and
- A.2 Technical Proposal (offer).

2.3 A.1. Supporting Documents

Documents of group A.1 shall include the following Supporting Documents in the hereby defined order.

- Representative Documents:
 1. Company Registration document issued by Central Register in NMK.
 - A Sworn Statement by the lawful representative of the company stating that:
 - i. S/he has studied in detail all the data of the present Request, as well as any given 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.

- ii. S/he has studied the contract template sent with this RFQ proposal and agrees to sign it in the event the participant is awarded with this tender. In case the participants has any comments regarding the contract templates, they should be clearly mentioned in envelope A (Technical Proposal see below)
- iii. All the data contained in the Proposal that s/he submits, as well as any supplemental data that will be requested by OKTA in the context of the present Request, are accurate and true.
- iv. S/he has correctly studied the terms of the present Request and accepts them in full and without any reservation.
- v. S/he has full knowledge that submission of false data or omission of submitting required data constitutes cause for the disqualification of the company that s/he is representing in the tender.
- vi. There are no legal limits of operation for the represented company.
- vii. The Tenderer is not in bankruptcy, administration, bankruptcy settlement or any similar status and is not in the process of declaring the abovementioned.
- viii. The Tenderer's lawful representative and the members of its Board of Directors have not been sentenced with an irreversible court decision for a crime that concerns his/her professional conduct and weakens his/her credibility.
- ix. Confirms that the Participant is fully capable to provide all the services included in the scope of the tender in accordance with the required standards. Participants should explicitly state any deviations from the above statement.

2.4 A.2. Technical Proposal (offer)

Documents of group A.2 shall include the Participant's Technical Proposal with the following documents as a minimum requirement:

- Experience min 5 years in providing mystery shopping services included in the scope of the present RFQ. This requirement should be supported with "Reference list" and minimum 2 "letters of recommendation",
- Participants shall use a Valid software/Online platform. Participants shall include specification sheets, presentations for platform features and any technical information relevant to the online platform.

Participants shall include in their offer:

- Lead times for the reports.
- Lead times for the emergency reports.
- Reference list, of the last five years, of your clients in the same type of services as those addressed in this RFQ and as a minimum 2 letters of recommendation.
- Methodology used by the participants
- 5. Presentation of the company
- 6. Information of the type of the software that will be used
- 7. Current status document not older than 6 months
- 8. Document issued by a competent authority that the bidder is not under bankruptcy and liquidation, as well as that he has not been imposed a measure prohibiting him from performing the activity (a copy not older than six months certified by the bidder);
- 9. Confirmation from the Public Revenue office for paid taxes, contributions and other public duties (copy not older than 6 months)
- 10. Statement that the bidders have all the necessary resources to perform the work in this RFQ
- 11. List of subcontractors (if any) – OKTA reserves the right to approve/reject subcontractors;
- 12. Other necessary equipment and machines included in the tender specification.

All pages of "Technical Proposal (offer)" shall be signed by the Tenderer's lawful representative and bear the official stamp of the Tenderer.

Envelope B – Financial Offer

Envelope B should be clearly marked with the RFQ title “Mystery Shopping Services – OKTA PETROL STATIONS”, indicate the content “Financial Offer” and the full name of the Participant’s Company. It should include the Financial Proposal Form presented in Enclosure 2 as “Pricelist for OKTA Mystery Shopping” duly filled and signed by the Tenderer’s lawful representative and shall bear the official stamp of the Tenderer.

Participants understand that all quantities of visits shown in the Enclosure 2 are non-binding and non-committing for OKTA.

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

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 and will be calculated and specifically stated in the invoice. (Offers in other currency will not be considered);

Submissions received after above date will not be considered for evaluation and will be returned to the Participant unopened.

3 PRODUCTS AND QUANTITIES REQUESTED

Detailed technical specifications of all the services requested can be found in Enclosure 1 of the RFQ.

Requested non binding quantities of visits at the gas stations are presented in Enclosure 2 of the RFQ, “Pricelist for OKTA mystery shopping”.

Mystery shopping services required (all specified in Enclosure 1 of the RFQ) are the following:

- Reports (to be in English language)
 1. Access to photo material of the receipt and visited sanitary premises by the performed inspections
 2. Access to the results of all inspections carried out
 - Analyze current and past performance in real time
 3. A wide range of summary reports and comparisons of data from different campaigns:
 - statistically
 - by date
 - by stations
 - By networks
 - by categories of the questionnaire
 - company
 - wave
 - Custom report builder (covering aspects of performance such as trending, ranking, questions, surveys, exceptions analysis etc)
 4. All these functions are accompanied by the interactive possibility of categorization and selection on various criteria:
 - Region
 - Time frame
 - Network

- City
 - Station
5. Excel and PDF format supported for export of the results.

- Reporting Frequency required:
 - visits with alarming outcomes within 6 hours of the visit
 - the other ones within max 72 hours after the visit
 - on a monthly basis for all PSs (by the 5th of the month for the previous month))
 - on a quarter basis (10 days after the end of the quarter)
 - on an annual basis (10 days after the end of the year)

i. Terms of Payment

Payment Terms requested are: Bank Transfer within forty (40) days from the date of the invoice. Any other payment term proposed by a Participant will be subject to negotiation for their offer. CONTRACTOR agrees and accepts not to calculate the legal penalty interest if, according to the plan (internal procedures) of payment by OKTA, the payment is made after the due date of the invoice, but not more than five (5) working days after that date.

4 DELIVERY TIMES AND KPIs

- A. Participants are required to declare Lead Times of the deliverables. All lead times offered should take into account the agreed delivery terms. In case of a delay in delivery, except Force Majeure, or other violation of the agreed terms, OKTA reserves the right to apply penalty to the Supplier, as below:
- After 1st delay 1% of the annual contract value
 - After 2nd delay 4% of the annual contract value
 - A 3rd delay may be considered as a breach of contract and the company reserves the right to terminate the agreement.

In case any penalty is applied, the amount will be deducted from future payments to the supplier.

5 PROPOSAL VALIDITY

Proposal shall remain valid for six (6) months, commencing on the submission deadline date.

6 EVALUATION PROCEDURE

All information provided by the Participants will be treated confidentially. Evaluation and final award of the Contract will be based on technical and financial criteria. Potential and non-binding evaluation criteria are listed below:

- Experience of similar services
- References
- Online reporting/software
- Lead time for deliverables (reports)
- Compliance with contract terms template

At any stage of the evaluation procedure, OKTA reserves the right to request clarification or the submission of omitted or supplementary documentation. Failure to respond within five (5) business days of OKTA's written notice may lead to the exclusion from the evaluation procedure.

7 AWARD OF CONTRACT

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

OKTA will issue a Letter of Award (LoA) to the awarded Supplier. The successful Supplier must deposit a Bank Letter of Guarantee Performance Bond, for a sum equivalent to **10% of the indicative annual Contract value**, ten days after the (Contract) signing day.

The bond shall remain valid for three months after the delivery date of the last report and shall be renewed every year on the contract award anniversary.

After the successful completion of above steps, OKTA and awarded Supplier will sign the contract as template sent.

8 GENERAL TERMS AND CONDITIONS

- i. 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.
- ii. Before submitting a Proposal, it is the responsibility of each Tenderer to examine all the Documents of this RFP and consider all relevant laws of the country, rules and regulations that may affect cost, progress, performance and completion of the proposed contract.
- iii. The proposals and procedures under this RFP and the contract to be signed thereafter shall be governed by and shall be interpreted in accordance with the laws of the country (RNM). Any difference, dispute or disagreement between the parties hereto arising at any time as to any matter connected under the procedures of this RFP and the contract to be signed shall be referred exclusively to the jurisdiction of Basic civil court Skopje.
- iv. 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.
- v. OKTA reserves the right to issue amendments or cancel or reissue the RFP.
- vi. OKTA reserves the right to reject any or all Proposals, not to conclude to a Vendor at all and not to assign the contract to the lowest cost Tenderer.
- vii. 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.
- viii. 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.
- ix. 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.
- x. 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 RFP and their Proposals.
- xi. OKTA will endeavor to reply promptly to Tenderers, but any delay will not be considered as reason for extending the submission date of their Proposals.
- xii. Additional information/clarifications on the proposals, including samples submission of past project, or a presentation may be asked from the Tenderer(s). All relevant costs (transportation, site visits etc) shall be covered by the participant.
- xiii. Tenderers are advised that they may be required to extend the validity of their Proposals by a further three (3) months, at their own expense.

- xiv. The 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.
- xv. 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 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.
- xvi. All technical regulations and standards must be obeyed
- xvii. All safety regulations provided by Law must be strictly followed.
- xviii. All approvals and permissions by the Authorities 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.
- xix. All necessary approvals by the Authorities 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.
- xx. All topics **in the RFQ should be addressed**. Failure to do so may lead to rejection of the Tenderer.
- xxi. 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 unopened to the Participant.

9 Enclosures

The following enclosures are attached to this RFQ:

Enclosure 1 – Technical Specification

Enclosure 2 – Financial Proposal “Pricelist for OKTA mystery shopping”

Enclosure 3 – Contract template

