



**Tender for Marketing Agency pitch
OKTA AD Skopje**

I – INSTRUCTIONS FOR BIDDERS



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A. GENERAL

1. Subject of Bid.

OKTA AD Skopje, member of HELLENIQ ENERGY GROUP is in the process of Pitch for the selection of a Marketing Agency to provide the following services:

A) Marketing and Public Relations

- Strategy and Creative development - proposing marketing strategy and creative concepts for brand, including 360-degree brand campaign and adaptation of all materials according to the company brand book.
- Public Relations and corporate communications - developing and executing annual Public Relation and corporate communication strategy, servicing as a mediator between the company and media or other interested publics, management of crisis communication, delivering and disseminating press releases, and ensuring accurate daily media digest monitoring, media coverage assessment, support the company for internal or external communications.
- CSR - support the company in identifying the most suitable CSR initiatives, based on its set pillars, developing and implementing CSR campaigns, creating PR and communication strategies to promote CSR efforts and detect and support the engagement with appropriate stakeholders and partners.
- Digital marketing - developing annual digital strategy for the brand, its related activities, services and products on OKTA social media, i.e. Facebook, Instagram, LinkedIn, YouTube, management of OKTA social media / social media marketing / influencer marketing, etc.
- BTL - supporting the company in organizing events, brand promotions and other BTL activities.

B) Press clipping services - daily announcements and news overview with requested keywords from all important Web, TV and Print media in the Republic of North Macedonia. Additionally, “active listening” solution and monitoring of news related to the company even if the company name is not mentioned. A base of all announcements for OKTA to be archived and it has unlimited storage of clipping material accessed with the unique password. Daily clipping report to be in a form of a list of announcements and news with short text preview is sent on e-mail addresses from list with Digest in PDF format and English translations of the articles.

C) Media buying services - developing annual media strategies, with recommendations for the most efficient ways to buy an advertising space and time, using an optimum media mix with the given annual media budget; preparing media plans and monitoring their execution, preparing media and competition analysis reports on monthly and semi-annual bases.

NOTE: Bidders may submit offers for one or more of these three (A, B and C) categories, they must be able to provide all the services listed in the relevant category.

The tender will be carried out through the following stages:

- First stage:
 - a. Technical documentation submission. The bidders must provide all technical documentation listed in point 10.2. The bidders that pass the technical evaluation will be invited to stage two.
 - b. Financial offers submission. The offers must be provided according to point 10.3.
- Second stage: Presentation of the agencies. Presentations will be scheduled additionally, and invitation will be sent to the bidders whose technical documentation will have been evaluated as qualified.
- Third stage: Financial evaluation; Opening of sealed envelopes of those pitch participants who have qualified through both, first and second stage.
- Fourth stage: Negotiations.

All actions carried out by the Bidders must be in accordance with the N. Macedonian law.

2. Eligible Bidders

2.1. Eligible Bidders for this tendering process are companies that have responded to OKTA's direct invitation for the tender or public 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 10.2 of the current document.

3. Cost of Bid

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

5. Contact person of OKTA

5.1. All Bidders communications concerning the Tender should be addressed to:

Mr. Martin Miloseski
Tel.: + 389 (0)2 2532 603
e-mail: 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.



- I. Instructions for Bidders
- II. Participation confirmation
- III. Questionnaire
- IV. Financial Offer Template and Appendix 1 – Scope of Services
- V. Contract template (Marketing service agreement)
- VI. Declaration
- VII. Agency Brief
- VIII. Performance guarantee template
- NDA
- CODE OF BUSINESS CONDUCT
- CSR principles

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 five (5) working days prior to the deadline for the submission of the Offer** prescribed in the Invitation for Bids. 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, 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 Language

9.1. All documents should be submitted in local language and English. Certificates and other documents issued by local authorities don't have to be translated into English unless instructed so by OKTA AD Skopje.

10. Bid Contents

10.1. Bid will consist of the following parts:

a) Technical offer will be divided in two parts:

- First part -The bidders have to provide all the documentation per category indicated in **10.2 below (Technical offer)**
- Second part: It consists of the presentation of the team and creative concepts as per the brief. Only the bidders that pass the technical documentation evaluation will be invited to stage two.

b) Financial offer. The Financial Offer shall be drafted as instructed in 10.3 below.

10.2. The First Part of the **Technical offer** must include the following:

A) Service A - Marketing and Public Relations

a) Profile of the applicant

- Number of years of experience on the market. A minimum of 5 years of experience on the market will be expected.
- Clients portfolio referring to big brands, listed in 100 biggest brands in the country annual publication
- Presentation of 3 most important projects executed by the Agency in the past 3 years to prove company's general experience regardless of the sector. The presentation of the projects should contain a detailed description of the applied integrated communication strategy and creative works (audio/video materials and printed ads to be submitted for better visualization)

b) Profile of proposed Resources/Team

- Project Manager at least 5 years as key account for big brands in PR or Marketing Agency with focus on public relations / and / or digital marketing and/or marketing and/or journalism & mass communication

- Public Relations executive at least 5 years in Public Relations crisis management /or journalism & mass communication)
- Social media executive at least 3 years in media with focus on digital marketing

At the time of submission of their technical proposals, the bidders should send detailed presentation of the organogram and CVs of the members of the team that will be cooperating with OKTA, committing on headcount and business titles so as to assure the proper team is working for the brand. CVs will be detailed with info about the employees' skills, experience, years of operation in the company.

c) Presentation of strategy roadmap and creative approach

- Creative project proposals in accordance with OKTA tender brief (e.g. brand strategy, 360° with storyboards, radio and TV scenarios, digital implementation, promotional material at petrol stations etc.)
- PR & CSR Strategic approach - argumentation of strategy proposal, with a detailed description and presentation of the communication for OKTA, such as Ideas and suggestions presented

B) Service B: Press clipping

d) Profile of the applicant

- Number of years of experience on the market. A minimum of 5 years of experience on the market will be expected.
- Clients portfolio referring to big brands, listed in 100 biggest brands in the country annual publication
- Media Tools and Software's available (Based on presentation of company's portfolio)

e) Profile of proposed Resources/Team

- Project Manager - It is expected that the person should have an experience of at least 5 years as key account for big brands for dealing media monitoring

At the time of submission of technical offer bidders should send detailed presentation of the organogram and CV of the project manager that will be cooperating with OKTA.

C) Service C: Media buying

f) Profile of the applicant

- Number of years of experience on the market. A minimum of 5 years of experience on the market will be expected.
- Clients portfolio referring to big brands, listed in 100 biggest brands in the country annual publication
- Number of Media Tools and Software's available

g) Profile of proposed Resources/Team

- Project manager – it is expected at least 5 years as key account for big brands in media buying

At the time of submission of technical offer, bidders should send detailed presentation of the organigram and CVs of the members of the team that will be cooperating with OKTA, committing on headcount and business titles so as to assure the proper team is working for the brand. CVs will be detailed with info about the employees' skills, experience, years of operation in the company.

- h) Presentation of media buying strategy for OKTA
- In the tab C. Media buying TV-fixed scenario (in appendix IV Financial offer template), the Agency should submit a proposal for TV media buying based on a fixed scenario, with predefined TV channels and indicative budget.

Regardless of the service category for which the offer is submitted, the following documentation must be delivered.

- i) Legal entities accepted: Joint Ventures not accepted.
- j) Subcontractors are allowed and subject to OKTA final approval.
- k) Bidders to present statements that if selected as preferred marketing agent for any of the categories in scope except from B (Press Clipping), they will not service directly or indirectly other clients from the fuel sector in the Republic of North Macedonia.
- l) Financial credibility:
 - Financial statements for the last 3 years.
 - For audited companies that are subject to audit, audit assessment should be provided for the previous year.
 - For companies that are not subject to audit, official financial reports for the last 3 years should be submitted.
- m) Valid certificate for lack of public obligations.
- n) Valid court proof for non-insolvency and/or non-liquidation.
- o) Turnover of at least 100k EUR per year.
- q) Acceptance of Signed document for Compliance with the CSR principles of the UN Global Compact.

Failure to submit any of the above documents may result in disqualification of the submitted Bid. Bidders will provide the Technical offer in a sealed and closed envelope.

All of the above contents of the Technical Offer shall be also submitted in electronic format (USB) that will be enclosed in the Technical Offer envelope.

10.2.3 The bidders who pass the technical evaluation of the first part of the tender will be invited to the presentation of their team and experience as well as the creatives.

10.3. Financial offer.

Financial offers will be submitted in a sealed and closed envelope by using strictly the templates in **IV. Financial offer template.**

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

Financial offer will be submitted on paper and on electronic media (USB,) in a separate **sealed and closed envelope** marked accordingly.

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

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

10.4. 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.

10.5. Offered prices should correspond to the following payment terms: Invoices will be issued monthly and delivered to OKTA AD Skopje, by the second day of the following month. Invoices will be settled in 40 days after their acceptance and approval.

11. Bid Currency

11.1. The prices shall be quoted in EUR.

12. Bid Validity

12.1. Bids shall remain valid for the period of 6 (six) months after closing date for the submission of bids.

D. SUBMISSION OF BIDS

13. Bid Contents and Marking of Bids

13.1. Bidders should submit a **Participation confirmation** by which they confirm their intention to participate in the Tender, according to the attached form, 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.

13.2. Bids will be submitted strictly in **the following way**:

- Inner sealed and closed envelope enclosing the Technical Offer, containing all documents specified under section 10.2., marked "**TECHNICAL OFFER**".
- Inner sealed and closed envelope enclosing the Financial Offer, as per the instructions given in 10.3., marked "**FINANCIAL OFFER**".
- Outer sealed and closed envelope enclosing the above mentioned individual sealed and closed envelopes.
On all 3 sealed envelopes, name of the Bidder must be clearly marked.



- 13.3. The outer sealed envelope shall be addressed to:
OKTA AD Skopje,
1 Str.25 Miladinovci, 1000 Skopje
ATTN: Mr. Martin Miloseski
- 13.4. In addition to the above-mentioned identification required, the envelopes shall indicate the name and address of the Bidder. The envelopes must be clearly marked with words “OKTA AD Skopje Marketing Agency pitch.”
- 13.5. If any of the three envelopes are not sealed and marked as above, OKTA will assume no responsibility for misplacement or premature opening of the Bid and OKTA reserves the right to disqualify the Bidder.

14. Deadline for Submission of Bids

- 14.1. Bidders should send their Participation confirmation not later than **07.08.2024** in compliance with point 13.1. above.
- 14.2. Bidders should submit their Technical offer not later than **02.09.2024** in compliance with point 10.2 and 13 above and
- 14.3. Bidders should submit their Financial offer not later than **02.09.2024** in compliance with point 10.3
- 14.4. Qualified for stage two bidders will be invited to present their teams and creative concepts in **23-27.09.2024**
- 14.5. OKTA may extend the deadline for Submission of bids by issuing an amendment in accordance with Article 8 in which case all rights and obligations of OKTA and the bidders previously subject to the original deadline will be subject to the new deadline.

15. Late Bids

- 15.1. OKTA reserves the right not to accept Bids received after the deadline in which case the Bid will be returned to the Bidder.

16. Modifications and Withdrawal of Bids

- 16.1. 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.
- 16.2. Each Notice of Modification/Withdrawal shall be prepared, sealed, marked, and delivered with outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.
- 16.3. No Bid may be modified after deadline for submission of bids.

- 16.4. 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

17. Procedure for opening Bids and award of the Contract

- 17.1. All offers will be handled as strictly confidential. Bids will be opened and evaluated in accordance with OKTA internal procedures and discretion.

Offer envelopes are opened by the Procurement Department of OKTA without the participation or presence of the Bidders. During the first phase the supporting documents, legal and technical, submitted by the participants, are checked in order to verify the legality of their participation and compliance with technical requirements.

OKTA reserves the right to request from the bidders to submit additional supporting (legal and/or technical) documents within the deadline instructed by OKTA AD Skopje. If the relevant supporting documents are not submitted in due time, 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 envelope will be returned without having been unsealed.

The Bidders whose Technical Offers will have been evaluated as qualified will be invited to the presentation in accordance with the brief accompanying the present RFQ.

The financial offers of the Bidders whose Technical Offers will have been evaluated as qualified, will be unsealed upon completion of the presentations while the financial offer envelopes of non-qualified Bidders will be returned to them without having been unsealed.

If the selected Bidder 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.

Awarded Bidder(s)_ will sign with OKTA the contract attached hereto in Appendix V. Bidders should express (in writing in their Technical Offer) during the tender process any reservations, disagreements, conflicts etc. with the contract template in Appendix V. OKTA reserves the right to reject offers not accepting part or all the contract template terms.

- 17.2. Acceptance by OKTA AD Skopje of a Proposal submitted by the Bidder shall create an irrevocable obligation on the Bidder, immediately after the acceptance date, to enter into the proposed contract, subject to the provisions laid down in this document. A Proposal shall be deemed to be accepted when a Letter of Acceptance is handed to the Bidder. The date of e-mail acceptance shall be deemed the date of acceptance of the Proposal.

18. Process Confidentiality



- 18.1 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.**

19. Performance Guarantee

- 19.1 Within 15 calendar days after Agreement signing, the successful Bidder will deliver to OKTA Performance Guarantee in the amount of 10% of the annual value of the awarded contract. Form of Performance guarantee is attached in Appendix VIII.
If Bidder wants to submit irrevocable, unconditional, on first demand Performance Bank guarantee in another form, the Bidder should include the proposed form in their technical offer to get the approval from OKTA.
OKTA reserves the right to grant or reject proposed draft of Performance Bank guarantee provided by the Bidders.
- 19.2 Performance Bank Guarantee must be provided by the successful Bidder in the form of a Bank Guarantee from a local bank in English language. The choice of the Bank is subject to OKTA approval.
- 19.3 OKTA reserves the right to request replacement of the Bank Guarantee if, during the term of the Contract, he assesses at his sole discretion, that the credit worthiness of the Bank which has issued the Bank Guarantee deteriorates.
- 19.4 Good Performance Guarantee shall be valid until 30 (thirty) days after expiry of the contract.

20. 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 the 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.
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 laws of the Republic of North Macedonia, 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 return it unopened to the Participant. 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 necessary approvals by the Authorities of the Republic of North Macedonia have to be obtained in good time by the Bidder in order that the time schedule is not jeopardized and OKTA must be kept informed about any necessary approval.
10. All technical regulations and standards must be obeyed.
11. All safety regulations provided by Law must be strictly followed.
12. 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.
13. 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.
14. 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, including via electronic auction (e-auction) , as per the instructions of OKTA AD Skopje.



15. 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.
16. 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.
17. 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.
18. 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.
19. The Bidders are also prohibited to provide a quotation with a cost less than the cost of the Works.
20. The Bidders 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.
21. 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 laws of the Republic of North Macedonia. 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, North Macedonia.
22. 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 . .

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.
