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**INTERNEWS**

**e-Gov Project**

**INVITATION TO SUBMIT BIDS**  
**FOR**  
**SOFTWARE DEVELOPMENT**  
**ACCOUNTABILITY THROUGH TRANSPARENCY**

Date of issue; **Friday 6<sup>th</sup> October 2006**

End of period for questions; **Tuesday 24<sup>th</sup> October 2006**

End of tender period; **Friday 3<sup>rd</sup> November 2006 at 15.00 local time**

<b>1. INTRODUCTION</b> .....	3
<b>2. WHO MAY BID?</b> .....	3
<b>3. TENDER DOCUMENTS</b> .....	3
<b>4. TASKS TO BE COVERED BY THE BID</b> .....	4
<b>5. RIGHTS AND LIABILITIES OF <i>THE E-GOV PROJECT</i></b> .....	4
<b>6. TIME TABLE</b> .....	4
<b>7. TERMS AND CONDITIONS</b> .....	5
7.1 <i>Price and Currency</i> .....	5
7.2 <i>Ownership of software licences</i> .....	5
7.3 <i>Costs</i> .....	5
7.4 <i>Conditions for payment</i> .....	5
<b>8. REQUIREMENTS REGARDING THE BIDDING</b> .....	6
8.1 <i>Submission of bids</i> .....	6
8.2 <i>Language</i> .....	6
<b>9. STRUCTURE AND CONTENT OF THE BID</b> .....	6
9.1 <i>Structure of the bidding document</i> .....	6
9.2 <i>Information about the Bidder</i> .....	7
9.3 <i>Competence and capacity</i> .....	7
9.4 <i>List of references</i> .....	7
9.5 <i>Software Technical Description</i> .....	7
9.6 <i>Delivery time</i> .....	8
9.7 <i>Warranty obligations</i> .....	8
9.8 <i>Upgrade and maintenance</i> .....	8
9.9 <i>Training</i> .....	8
9.10 <i>Requested remuneration</i> .....	9
<b>10. METHOD OF EVALUATING THE BIDS</b> .....	9
10.1 <i>General information</i> .....	9
10.2 <i>The first phase</i> .....	9
10.3 <i>The second phase</i> .....	10
<b>11. ENQUIRIES AND INFORMATION</b> .....	10
<b>12. PENALTIES</b> .....	11
<b>13. DISPUTE SETTLEMENT</b> .....	11

## 1. INTRODUCTION

*The USAID funded e-Gov Project* is implemented by Internews Network and registered in Macedonia as *Internews Network Representative Office in Skopje*, registration number 1343. Further information about *the e-Gov project* can be found on the webpage [www.e-gov.org.mk](http://www.e-gov.org.mk)

*The e-Gov project* together with the USAID funded project, *Make Decentralisation Work (M.D.W)* are designing and creating a software application that will improve the possibilities for citizens to be engaged in and informed about discussions held and decisions taken in the municipality council. It will thus increase the accountability and transparency of the work within the municipality councils in the Republic of Macedonia.

*The e-Gov project* is hereby inviting bids regarding the development of the software for the application. The software shall follow the specifications in the **System Description**, which is an integral part of the tender documents. More features may be added later on to the application and the software must consequently be flexible enough to allow such modifications.

## 2. WHO MAY BID?

This tender is organized as a *Local Procurement of Professional Services*. Any software developing company registered as a legal entity in the Republic of Macedonia may submit bids. If the bidding company has a co-operation with a non Macedonian company at least 55% of the total cost must be related to labour cost for Macedonian citizens. The bidding company may be asked to demonstrate how the percentage of the cost has been calculated.

The software can not in any part originate from any of the countries with which the US is prohibited from contracting for supplies and services, as defined by USAID regulations (Cuba, Iran, Libya, North Korea, Sudan and Syria).

## 3. TENDER DOCUMENTS

The tender documents consist of this Invitation to Bid, the System Description, which defines the software specifications, and two forms; Registration Information Form and Reference List Form. The System Description and the two forms can be downloaded from *the e-Gov project's* website <http://www.e-gov.org.mk> by following the link in the home page or by typing directly into your browser:  
<http://www.e-gov.org.mk/tender-att.htm>

A draft contract to be signed by *the e-Gov project* and the duly selected software developer hereafter called *contractor* will be available on *the e-Gov project* webpage:  
<http://www.e-gov.org.mk/>

#### **4. TASKS TO BE COVERED BY THE BID**

The prime task for the contractor will be to design the software as specified in the *System Description* and which effectively can operate on the current Software Platform mentioned in the *System Description* under **TECHNICAL CAPACITY**.

The contractor will be requested to undertake maintenance of the developed software and a warranty as further specified in 9.7 and 9.8. These obligations will be part of the contract to be signed between *the e-Gov project* and the contractor.

The contractor will furthermore be requested to organise training as specified in 9.9 *Training*.

#### **5. RIGHTS AND LIABILITIES OF THE E-GOV PROJECT**

*The e-Gov project* retains the right to revoke the tender for any reason considered by *the e-Gov project* to necessitate a revocation. *The e-Gov project* is not obligated to publicly announce the reason for a possible revocation.

*The e-Gov project* undertakes no liabilities of any kind outside those specifically covered by the contract when duly signed by *the e-Gov project* and the contractor.

#### **6. TIME TABLE**

The tender announcement is published on the *e-Gov project* Web Site Friday 6<sup>th</sup> October 2006.

Enquires regarding the tender will be accepted until Tuesday 24<sup>th</sup> October 2006 at 15.00 local time.

Bids shall be received by *the e-Gov project* at the latest Friday 3<sup>rd</sup> November 2006 at 15.00 local time.

It is expected that the *e-Gov project* will have concluded the evaluation in time to sign a contract with the selected company at the latest 24<sup>th</sup> November 2006.

The software, as specified by the System Description, shall at the latest be installed at one municipality, to be determined by the e-Gov project, on Thursday 15<sup>th</sup> February and tested thereon during the following week. After possible updates of the software the contractor shall then install the software at possibly five additional different municipalities. The e-Gov Project will inform at which municipalities the software shall be installed. The installation shall be completed at the latest by Friday 16<sup>th</sup> March 2007.

The testing shall be done in close cooperation with all stakeholders. The contractor shall inform the e-Gov Project when the testing is concluded.

During the testing the training of one system administrator in that municipality shall be done.

In addition the Head of *Unit for organizing the meeting of the Council* of the respective municipality and one officer from the administration shall be trained in parts of the system that are relevant to their work.

For the other municipalities the training shall be done at the respective municipality in connection with the installation of the software.

Information for the Mayors and council members shall also be provided as specified in the System Description.

*The e-Gov project* will decide within five working days after the completion of the testing at the first municipality if the software functions satisfactorily in accordance with the System Description and inform the contractor of the decision.

The source code shall be delivered to the e-Gov project on a CD within two working days after the acceptance of the software.

The dates specified are dates the Bidder must be prepared to meet. Bids based on later delivery dates will not be accepted.

## **7. TERMS AND CONDITIONS**

### ***7.1 Price and Currency***

The requested price for the product and training shall be quoted in USD. The payment will be done by *the e-Gov project* in denar equivalent to the average exchange rate of the Central Bank on the day the payment is done. The price shall include VAT. All invoices shall specify the VAT.

### ***7.2 Ownership of software licences***

*The e-Gov project* shall receive the developed software without any restrictions regarding number of users or their identity.

*The e-Gov project* shall have the unrestricted right to use and to modify the source code and to pass on this right to additional municipalities without any restrictions.

The contractor may not without specific consent from the e-Gov Project display its name on any website or any other product directly related to the application.

### ***7.3 Costs***

The bidder shall, irrespective of the result of this invitation, carry all costs for the preparation and submission of the bid.

### ***7.4 Conditions for payment***

*The e-Gov project* will pay 30% of the total contracted price, including VAT, on signing of the contract.

40 % will be paid when *the e-Gov project* has decided that the software functions satisfactorily and the source code has been delivered to *the e-Gov project*.

The remaining 30% will be paid when the software has been successfully installed in all municipalities and the training is fully completed.

The contractor will carry the cost of any bank fees related to the payments.

The contractor must provide an invoice before any payment can be made.

## **8. REQUIREMENTS REGARDING THE BIDDING**

### ***8.1 Submission of bids.***

Bids shall be delivered to *the e-Gov project* on-line at the following e-mail address: [tender@e-gov.org.mk](mailto:tender@e-gov.org.mk) and structured as specified in **9.1 Structure of the bidding document**.

Bids shall be received by *the e-Gov project* at the latest at **15.00 hours on Friday 3<sup>rd</sup> November 2006**. If the bid is received thereafter but having been sent before the specified time, the electronically registered time regarding sending the bid is decisive.

The bidder may not add to or modify the bid thereafter. Bids may be changed within this deadline through submitting a new bid that entirely replaces the first one submitted. It is not permitted to replace only a part of the bid.

*The e-Gov project* will send a confirmation to the bidder specifying at what date and time the bid has been received, without at that time confirming that the bid also meets the requirements.

Bids that are received after the specified deadline or in any other way than as prescribed in this invitation will not be considered and the bidder will be informed accordingly.

### ***8.2 Language***

The bid shall be written in English.

Information regarding the interface language is specified in the **System Description**.

## **9. STRUCTURE AND CONTENT OF THE BID**

### ***9.1 Structure of the bidding document***

The bid shall be submitted in five (5) **separate** files covering respectively;

1. Company registration information (9.2)
2. Information about competence and capacity (9.3)
3. List of references (9.4)
4. Information about proposed software, delivery time and training (9.5-9.9)
5. Requested remuneration (9.10)

### ***9.2 Information about the Bidder***

The bidder must provide relevant information about the bidding company by completing the Software Company Registration Information Form which can be downloaded as a separate Microsoft Word document named Registration Information.doc, see 3. *Tender Documents*.

The information regarding official registration and that the company is not under bankruptcy shall in the bid only be provided as a confirmation made by the bidder. No official documents shall be attached in any form at this stage. The selected Contractor will be requested to submit the formal and official proof before the contract will be signed, fully respecting the time specified for signing the contract in 6. *Time Table*.

### ***9.3 Competence and capacity***

The bidder shall provide information about the number of developers the bidder intends to use on the development, including the level of competence of the individual developer related to the proposed platform. The information shall be specified in a time schedule, detailed enough to assess the number of man-hours expected for the work.

The bidder is also invited to inform about possible extra resources that can be used, if need be.

### ***9.4 List of references***

The bidder shall provide a list of reference containing three (3) separate and specified software products the company has developed, including contact information regarding persons within the entities that are using the products. The bidding company should provide this information by completing the Reference List Form that can be downloaded as a separate word document named Reference\_List.doc.

### ***9.5 Software Technical Description***

As response to *the System Description*, which is part of the tender documentation, the bidder should include a technical description of the proposed software solution. A simple confirmation of the requested features in the functional description that is part of *the System Description*, given as guidelines for the bidders, will not be sufficient.

The technical description should enclose all relevant system functions and give insight to the application architecture, listing all prerequisites regarding hardware and software if any. Intended software platform, specific program tool, database if needed and any other technologies essential for the development of the solution should be stated in this part.

Full description by modules/layers should follow, supported by diagrams/charts if available. The relevant security issues, being an important integral part of the developed software, should be explained separately. Communication with external systems, adoptability and portability are also issues to be addressed in this part of the proposal.

Technical description of the proposed software should be as detailed and comprehensible as possible to assist the evaluation of the bid.

### **9.6 Delivery time**

The bidder must confirm that the software can be delivered in accordance with the specified timetable.

### **9.7 Warranty obligations**

The bidder shall confirm that the company will undertake warranty obligations if selected as the contractor. The warranty shall cover the validity and functionality of the product and that it has no defects arising from design, materials or workmanship.

The warranty shall remain valid for two years after final acceptance by *the e-Gov project* of the software. The warranty will be an integrated part of the contract to be signed by *the e-Gov project* and the contractor.

### **9.8 Upgrade and maintenance**

The bidder must confirm that the company will undertake, as a contractor, the obligation to maintain the product during a period corresponding to the warranty at no additional cost. Maintenance is understood to mean keeping the system functional at the level it had when initially developed and accepted by *the e-Gov project*.

The contractor will be responsible for making good any defect in or damage to any part of the product which may appear or occur during the warranty period and which results from faulty workmanship or development of the software, or any act or omission of the developer.

The contractor will be committed to, at its own cost, urgently make good the defect or damage.

In emergencies, where the contractor cannot be reached immediately or, having been reached, is unable to take the measures required, *the e-Gov project* will have the right to carry out the work at the expense of the contractor.

The contractor shall be prepared to upgrade the developed product on request by *the e-Gov project*. The contractor will be separately remunerated for such additional work. The work to be done will be assessed in percentage of the work to develop the software. The remuneration will then be calculated as the same percentage of the total contracted price for the software.

If no agreement can be reached between *the e-Gov project* and the contractor, *the e-Gov project* retains the right to use any other software developer for any upgrades or other modifications.

### **9.9 Training**

The bidder must confirm its capacity to organise training as specified below.

The training shall be organised for one system administrator per municipality. Training materials shall be provided.

In addition training shall be organized for six Heads of *Unit for organizing the meeting of the Council* and for six officers from the administration (one from each municipality)

regarding parts of the software that are relevant to their respective tasks. User-friendly manuals shall be provided.

An information meeting, tentatively during one day, shall also be organised for the mayor and the council members at each individual municipality.

#### ***9.10 Requested remuneration***

The bidder must specify the requested remuneration for the development of the software and the training respectively.

The requested remuneration shall be stated including VAT.

## **10. METHOD OF EVALUATING THE BIDS**

### ***10.1 General information***

Bidders will be evaluated on the basis of the information that has been received by the expiry of the tender period. It is not possible for the bidder to supplement the bid after the expiry of the tender period on its own initiative. However, *the e-Gov project* may request further information from the bidder at any stage.

In selecting the contractor *the e-Gov project* will, within the USAID procurement rules, take into consideration the bidder that receives the highest total number of points as calculated according to 10.3 *The second phase* but retains the right to base the decision on other considerations as well if deemed necessary by *the e-Gov project* in order to fulfil the tasks and obligations of *the e-Gov project*. The bidder must accept that *the e-Gov project* might not provide information about such other considerations used in the evaluation.

*The e-Gov project* retains the right not to select any contractor.

The decision by *the e-Gov project* regarding the selection can not be contested.

The examination of the bids properly submitted will take place in two phases.

### ***10.2 The first phase***

In the first phase *the e-Gov project* will examine if the bidder meets the specified criteria, including country of registration and that all requested information has been duly submitted as prescribed in 9.1 *Structure of the bidding document*.

The bidder's technical competence and capacity to develop the software will be examined. In this context it will be assessed if the bidder has devoted enough competence and capacity to develop the software to the expected quality within the specified time period.

*The e-Gov project* will check that the training planned by the bidder meets the specified requirements.

All bidders that meet the specified criteria and requirements will continue to the second phase. No ranking between the bidders will take place within the first phase.

### ***10.3 The second phase***

During the second phase the bidders will be evaluated and ranked.

*The e-Gov project* will assess;

- The quality of the bid with regard to clarity and quality of the information provided. Points will be given; 1 for acceptable, 3 for medium and 6 points for high quality.
- The quality of the proposed technical description of the software solution. Points will be given; 1 for acceptable, 8 for medium and 16 for high quality.
- The quality of the proposed training. 1 for acceptable, 3 for medium and 6 points for high quality.

For the above mentioned criteria, the point given can also be in between the three mentioned steps, if deemed relevant with regard to the assessed quality.

- The requested remuneration. Although the requested remuneration for developing the software and for the training shall be specified separately, *the e-Gov project* will use the combined requested remuneration for the evaluation. 8 points will be given to the lowest requested price followed by a continued decreasing scale down to a minimum of zero points, reflecting the percentage of increase in price, where for every 10% in increase 1 point will be deducted. The increase will be rounded to the nearest 10% figure. As an example; if the second cheapest bid is 17 % more expensive than the cheapest bid 6 points will be given to that bidder.

If the requested price is regarded by the evaluation team to be excessive or in any other way unrealistic in relation to the work to be done by the contractor, that bid will not be further taken into consideration.

## **11. ENQUIRIES AND INFORMATION**

*The e-Gov project* will only accept enquiries concerning this invitation and its proceedings that have been submitted through an e-mail to [info@e-gov.org.mk](mailto:info@e-gov.org.mk). Responses will be submitted as a reply e-mail. All enquiries thus received will subsequently be published together with all responses on *the e-Gov project's* homepage <http://www.e-gov.org.mk>. Bidders are therefore advised to continuously read the information that *the e-Gov project* may provide by publication on the webpage. The webpage is normally up-dated with new questions and answers twice per week. *The e-Gov project* is not committed to publish questions in extenso but may rephrase the text.

Enquiries will only be accepted and answered as prescribed here.

**Enquiries received after 15.00 local time on Tuesday 24<sup>th</sup> October 2006 will not be considered and thus not published either.**

*The e-Gov project* will not at any stage provide any information about the content of the bids. That information, in its entirety, will be regarded by *the e-Gov project* as commercial information belonging to the respected bidder, which may at its own discretion provide the information but has no obligation to do so.

## **12. PENALTIES**

The contract to be signed by *the e-Gov project* and the contractor will contain penalty clauses that will come into effect if the contractor doesn't meet its contracted obligations. The contract will reflect the undertakings specified in this Invitation to Bid.

## **13. DISPUTE SETTLEMENT**

Possible disputes between *the e-Gov project* and the contractor shall be settled through arbitration within the Economic Chamber of the Republic of Macedonia. Macedonian national laws and regulations will be applicable.