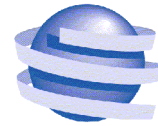




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INTERNEWS

e-Gov Project

INVITATION TO BID

FOR

DEVELOPMENT OF SOFTWARE APPLICATION FOR

IMPORT/EXPORT LICENSES ONLINE

Date of issue: **Friday, 13th July 2007**

Clarification meeting with potential bidders: **Tuesday, 31st July 2007 at 15:00 local time at the premises of the e-Gov Project**

End of period for questions: **Wednesday, 1st August 2007 at 15:00 local time**

End of tender period: **Monday, 27th August 2007 at 15:00 local time**

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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 <http://www.eGov.org.mk>

The e-Gov Project has undertaken to **develop and introduce web based one-stop-shop system for submission of applications for and issuance of licenses for import, export and transit of goods in/from/through the territory of the Republic of Macedonia**. The system will be used by all state bodies that issue such licenses and private entities who import, export or transit goods which are under regime of licensing. In addition, the system shall also cover the application for and distribution of quotas for specific imported goods and submission of ECD, both administered by the Customs Office.

The e-Gov Project is hereby inviting bids regarding the development of the software application that shall comprise the features specified 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 75% 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. However, if a developer intends to develop the software in cooperation with a partner the e-Gov Project will only accept to sign a contract with one legal entity that must be registered in Macedonia (leading company).

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 define the software specifications, two forms: Registration Information Form and Reference List Form and draft Contract for Supply of SW application for licenses for import-export of goods that will be signed by *the e-Gov Project* and the duly selected software developer (hereinafter called Contractor). The System Description, the two forms and the draft Contract can be downloaded from *the e-Gov Project's* website <http://www.eGov.org.mk> by following the link in the home page or by typing directly into your browser: <http://www.eGov.org.mk/tender-licenses.htm>

4. TASKS TO BE COVERED BY THE CONTRACTOR

The prime task for the Contractor will be to design the software application as specified in the *System Description*.

The Contractor will be requested to undertake a warranty as further specified in 9.7. This obligation will be part of the Contract to be signed between *the e-Gov Project* and the Contractor.

The Contractor will furthermore be requested to organize 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 on Friday, 13th July 2007.

Clarification meeting with potential bidders on Tuesday, 31st July 2007 at 15:00 local time at the premises of *the e-Gov Project*.

Enquires regarding the tender will be accepted until Wednesday, 1st August 2007 at 15.00 local time.

Bids shall be received by *the e-Gov Project* at the latest Monday, 27th August 2007 at 15.00 local time.

It is expected that the *e-Gov Project* will have concluded the evaluation of the bids in time to sign a Contract with the selected company at the latest Friday, 14th September 2007.

The software application, as specified by the System Description, shall at the latest be installed on Friday, 30th November 2007. Hosting institution shall be identified in time for the signing of the Contract.

The Contractor shall together with *the e-Gov Project* and the hosting institution test the software application within two weeks from the day the software application was installed. If, after the testing, possible modifications and updates need to be undertaken, they shall be completed and the updated version of the software application installed at the latest by Friday, 21st December 2007.

The e-Gov Project will decide within five working days after the final version is installed if the software application functions satisfactorily in accordance with the System Description and inform the Contractor of the decision.

The source code, the installation files and the supporting documentation of the final version of the software application shall be delivered on a CD in three sets to the *e-Gov Project* within two working days after the acceptance of the software application. The installation CD should be delivered with clear instructions for the installation procedures.

The training shall begin after the software application is installed and shall be completed by 18th January 2008 at the latest.

The system will be fully introduced as of 1st February 2008. The Contractor should be available during February 2008 to provide help-desk function for both - State Institutions and private sector entities: 4 hours per day availability for phone call answers and e-mail responses within 24 hours from the reception time.

The dates specified are dates the Bidder must be prepared to meet. Bids based on later delivery dates will not be accepted. However, *the e-Gov Project* has the right to postpone each date as deemed necessary by the Project.

7. TERMS AND CONDITIONS

7.1 Price and Currency

The requested price for the product and training shall be quoted in USD, including VAT.

7.2 Invoicing

All invoices shall be quoted in denar equivalent to the average exchange rate of the Central Bank on the day of invoicing with the VAT specified. The invoice shall also specify the equivalent dollar amount.

7.3 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 USAID and/or any state institution without any restrictions.

The source code must be properly documented and packed in a form which will make it easy for the recipient organization to use for maintenance and further development or upgrade of the software application.

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.

7.4 Costs

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

7.5 Conditions for payment

The e-Gov Project will pay:

- 20% of the total contracted price, including VAT, on signing of the contract;
- 60% of the total contracted price, including VAT, when *the e-Gov Project* has decided that the software functions satisfactorily and the source code has been delivered to the *e-Gov Project*; and
- The remaining 20% of the total contracted price, including VAT, will be paid upon completion of the help-desk function, which will be undertaken by the Contractor during February 2008.

The Contractor will carry the cost of any bank fees related to the payments. The Contractor must submit to the *e-Gov Project* an invoice for each individual payment 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@eGov.org.mk and be **precisely 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 Monday, 27th August 2007**. 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. List of 3 (three) references (9.3)

3. Information about competence and capacity (9.4)
4. Information about proposed software, delivery time and training (9.5-9.9)
5. Requested remuneration (9.10)

Bids that do not fully follow these requirements can be disqualified in accordance with 10.2 *The first phase*. If there are any uncertainties in respect to how the bid shall be structured the bidder is recommended to ask for clarifications within the time open for questions.

9.2 Information about the Bidder

The bidder must provide relevant information about the bidding company by completing the 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. This information shall be provided strictly in the downloaded form. 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 List of references

The bidder shall provide a list of references containing **3 (three)** separate and specified software products the company has developed, including contact information regarding persons within the entities that are using the products. References related to development made by affiliated companies may be used if the experience from that development is directly relevant for the development by the bidding company and the bidding company can demonstrate the latter.

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*. References or recommendations provided by the bidder in another form or document will not be accepted.

9.4 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.

9.5 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. The software platform or platforms the bidder can develop for, 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.

The bidder should also submit an example of design of the user interface.

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, if selected as the Contractor, it will undertake warranty obligations for the product at no additional cost. The warranty shall cover the validity and functionality of the product and that it has no defects arising from design, materials or workmanship. Under the warranty the product should be kept functional at the level of functionality when initially developed and accepted by the *e-Gov Project*. The warranty of the product shall remain valid for 2 (two) years after final acceptance of the software application 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.

Possible malfunctions due to actions taken by the user of the system will not be covered by the warranty.

The warranty obligations will be an integrated part of the contract to be signed by the *e-Gov Project* and the Contractor.

9.8 Upgrade

The Contractor shall be prepared to upgrade the developed software application 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 application. The remuneration will then be calculated as the same percentage of the total contracted price for the software application.

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 in *the System Description* and clearly describe how the training will be conducted. A simple confirmation of the requested training features, which are given as guidelines for the bidders, will not be sufficient.

9.10 Requested remuneration

The requested price for the product and training shall be quoted in USD, 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 application will be examined. In this context it will be assessed if the bidder has devoted enough competence and capacity to develop the software application 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. Special attention will also be given to the attractiveness of the design of the user interface. Points will be given: 1 for acceptable, 8 for medium and 16 for high quality.
- The quality of the proposed training. Points will be given: 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. 10 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 8 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@eGov.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.egov.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.

Potential bidders are invited and advised to participate on the clarification meeting that will be held on Tuesday, 31st July 2007 at 15:00 local time at the premises of *the e-Gov Project*.

Enquiries received after 15.00 local time on Wednesday, 1st August 2007 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. The points given in accordance with **10.3 The second phase** will be considered as internal and confidential information as well, since such information would directly or indirectly reveal the content of the submitted bids.

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.