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INTERNEWS

e-Gov Project

INVITATION TO SUBMIT BIDS

FOR

Processing of applications for and issuing of CEMT licenses

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End of period for questions; **Friday 6th October 2006 at 15.00 hours**

End of tender period; **Friday 13th October 2006**

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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.e-gov.org.mk>

The e-Gov Project and the Ministry of Transport and Communication shall develop and implement an automated system for application, processing and granting of CEMT licenses.

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.

It should be noted that the software application shall cover modules for:

- a) Planning and ordering of CEMT licenses;
- b) Registration into the system;
- c) Online submission of license requests;
- d) Automated processing and evaluation of the applications;
- e) Automatic distribution of licenses;
- f) Registering of granted licenses into the system; and
- g) Reporting system.

However, during 2006 **only part d) and e)** shall be developed and implemented in accordance with the timetable specified in *art 6, Timetable*. The remaining parts shall be developed during 2007

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-cemt.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/tender-cemt.htm>

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 ICT infrastructure mentioned in the *System Description* under **ICT INFRASTRUCTURE**.

The present Rule Book *On the procedure, the criteria and the method of distribution of licenses for international transportation of goods* can be downloaded from the e-Gov project webpage <http://www.e-gov.org.mk/documents.htm> It should however be noted that further work is ongoing on the rule book. Parts that could influence the software to be developed during the first phase is expected to be conclude before the end of October 2006. Those modifications in the rulebook aim at better clarifying the criteria for distribution of the licenses.

Additional modifications in the Rulebook can be expected and should be finalized and submitted to the software Developer by the end of 2006.

The Rule book deals with distributions of two kinds of licenses, Licenses based on bilateral agreements and on multilateral agreements, the latter called CEMT licenses. The software shall only deal with the CEMT licenses.

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 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 Bidders need to take notice of the unusually short time period for this tender.

The tender announcement is published on the *e-Gov Project* Web Site Friday 29th September 2006.

Enquires regarding the tender will be accepted until Friday 6th October 2006 at 15.00 local time.

Bids shall be received by *the e-Gov Project* at the latest Friday 13th October 2006 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 Monday 23 October.

Part d) “Automated processing and evaluation of the applications” and part e) “Automatic distribution of licenses”, as specified by the System Description, shall at the latest be developed on Friday 10th November 2006 and, after having been duly tested, be installed at the Ministry of Transport and Communication on Friday 17th November 2006.

It is imperative that these deadlines are met for the system to be utilised for the processing and granting of licenses valid for 2007.

The training of the system users shall be done in parallel with the testing.

The Contractor shall also be available to provide assistance in operating the system for in total seven working days during November and December.

Modules for parts a), b), c), f) and g) of the system shall be developed at the latest by Monday 16th April 2007 and, after having been duly tested, should be installed in the Ministry of Transport and Communication Monday 30th April 2007.

The e-Gov Project will decide within five working days thereafter if the software functions satisfactorily in accordance with the System Description and inform the contractor of the decision.

The source code for the fully completed software 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 the Ministry of Transport and Communication 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.

30% of the total contracting price, including VAT, will be paid when the fully functional parts d) and e) of the software have been duly installed.

The remaining 40 % of the total contracting price, including VAT, will be paid when *the e-Gov Project* has received the source code for the entire software.

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 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 13th October 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, Data Base 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. 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.

Identification and Security issues, being an important integral part of the developed software, should be elaborated separately and in details.

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 training for the users shall be organised according the following:

Regarding **parts d) and e)** of the software training shall be organized for 5 members of the evaluation committee within the Ministry of Transport and Communication plus 1 IT administrator. It is foreseen that one day's training should be sufficient. The training needs to be concluded at the latest 17th November 2006.

Training for **parts a), b), c), f) and g)** should preferably be conducted during the testing of the system but be concluded at the latest 15th May 2007. Also for these parts 5 plus 1 person are expected to be trained.

The Contractor must however be prepared to include a maximum of additional 4 persons in the training on request by the Ministry. If requested, the bidder shall also provide premises to conduct the training as well as the necessary equipment (computers, boards, etc.). **Since these possible additional tasks are only tentative, the cost therefore shall not be included in the bid but will be remunerated according to separate agreement between *the e-Gov Project* and the contractor.**

9.10 Requested remuneration

The requested remuneration shall be quoted in US dollar and cover both the software development and the training as outlined above. The VAT part of the remuneration shall be stated.

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. 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. 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 Friday 6th 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, including the stipulated deadlines.

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.