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***e-Government Project***

## **INVITATION TO SUBMIT BIDS**

**FOR**

**e-Session application to be used by the Government of  
the Republic of Macedonia**

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**e-Government Project**

◆ Dane Krapcev 18 ◆ 1000 Skopje ◆  
Tel: 02 32 31 104 ◆ Fax: 02 32 20 636

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## 1. Introduction

*The USAID funded e-Government project (the 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.impact.org.mk](http://www.impact.org.mk)

*The e-Gov project* and the *General Secretariat of the Government of the Republic of Macedonia* are designing and creating a software application that will introduce electronic sessions of the Government. The system will replace the current paper based system of preparing, organising and conducting sessions of the Government with a sophisticated electronic structure that will assist the Government to increase its efficiency. The system will also significantly increase transparency by assisting the Government to provide information to the public regarding topics that are discussed and decided on by the Government.

*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 by potential Bidders that this Invitation to Bid differs in certain parts from previous Invitations to Bid submitted by the e-Gov Project.**

## 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 51% 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.impact.org.mk> by following the link in the home page or by typing directly into your browser:

<http://www.impact.org.mk/eSession-register.asp>

In order to download the documents, pre-registration is required with the following information:

- Company name and contact person
- Country of registration
- e-mail address

Another copy of the system description and the forms will be sent to the email address which has been given during the registration.

The information thus received will be stored on *the e-Gov project's* server. The information *the e-Gov project* receives is for internal use only and will not be available outside *the e-Gov project* at this stage.

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.impact.org.mk/Documents/eSession\\_contract.pdf](http://www.impact.org.mk/Documents/eSession_contract.pdf)

#### **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 of the General Secretariat. Detailed information can be found in the *System Description* under **ICT INFRASTRUCTURE**.

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 of the tender. *The e-Gov project* is not obligated to publicly announce the reason for a possible revocation.

Regardless of the obligation on the bidder to submit price proposal for both the software development and the training, *the e-Gov project* retains the right to purchase only the software from the winner of the tender.

*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

Monday 9 <sup>th</sup> Jan 2006	Tender Announcement on <i>the e-Gov project</i> Web Site
Monday 30 <sup>th</sup> Jan 2006	Bids shall be received by <i>the e-Gov project</i> .
Monday 13 <sup>th</sup> Feb 2006	<p>The Company selected through this bidding process will be contacted directly via e-mail. Simultaneously a draft contract will be submitted electronically.</p> <p><i>The e-Gov project</i> will publish the same day the name of the selected company and a list of the bidders that met all formal requirements.</p>
Thursday 16 <sup>th</sup> Feb 2006	<p><i>The e-Gov project</i> will request that a contract be signed. The signing of the contract will take place in <i>the e-Gov project</i> office, Dane Krapcev 18, Skopje, the Republic of Macedonia.</p> <p>If the signing of the contract cannot take place at the latest as stipulated and the delay is due to the selected company, regardless the reason therefore, <i>the e-Gov project</i> retains the right to select a new company.</p>
Wednesday 3 <sup>rd</sup> May 2006	The software, as specified by the System Description, shall <u>at the latest</u> be installed at the General Secretariat and the testing phase will begin. The testing shall be done in cooperation between the contractor, the General Secretariat and <i>the e-Gov project</i> .
Monday 8 <sup>th</sup> May 2006	Training of the system users, employees of the General Secretariat and others will begin.
Monday 15 <sup>th</sup> May 2006	<p>Possible necessary modifications to the software shall be concluded.</p> <p><i>The e-Gov project</i> 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.</p>
Monday 22 <sup>nd</sup> May 2006	Launching of the application at the General Secretariat. The source code to be delivered to <i>the e-Gov project</i> on a CD.

On dates which specify a delivery or the signing of the contract, this shall be done at the latest **at 15.00 hours** Macedonian local time that specific day.

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

**deliver at earlier dates. Ideally the source code should be delivered already during April. A Bidder that can deliver earlier than specified above shall state new dates in the bid. Those dates will then be the basis for the contract. A Bidder that can shorten the development period will be compensated in accordance with the provisions in 7.5. Price compensation for early delivery.**

A prototype of the software shall be delivered at a date specified by the contractor, which ideally shall be around the middle of the period between signing of the contract and the installation of the software, as offered by the contractor.

## **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 General Secretariat without any restrictions.

### ***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 40% of the total contracted price, including VAT, on signing of the contract.

20% of the contracted price for the software will be paid when *the e-Gov project* has accepted the prototype.

The remaining 40 % related to the software 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*.

20% of the contracted remuneration for the training will be paid when the training has started.

The remaining 40% of payment for the possible training will be paid after the completion of the training.

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

### ***7.5 Price compensation for early delivery***

A contractor that is committed to deliver the software at an earlier date than specified in the **6. Time Table** will be compensated through an increase in remuneration

calculated as 0.75 % of the quoted price for the software for each full calendar day between the committed delivery date of the source code and the corresponding date specified in **6. Time Table**.

## **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@impact.org.mk](mailto:tender@impact.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 Monday 30<sup>th</sup> January 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 the individual developer has. 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.

### ***9.6 Delivery time***

The bidder must confirm that the software can be delivered in accordance with the specified timetable or **preferably** at earlier dates, which in that case should be specified by the Bidder.

Bidders that can deliver the software earlier than the specified latest date shall also provide a correspondingly revised timetable for the training.

The bidder shall also specify the date for delivery of a prototype of the software.

### ***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.

If requested, the bidder shall be responsible for providing premises to conduct the training as well as the necessary equipment (computers, boards, etc.).

The training for the users shall be organised according to the participants in the defined phases of the government session process:

- Training for the participants in Phase I – Reception of proposal-documents: senders and receivers;
- Training for the participants in Phase II – Preparation of the Government session: all participants as described in the System Description;
- Training for the participants in Phase III and IV – Execution of Government session and Adoption of conclusions: members of the Government and employees of the Department for organisational matters in relation to the Government of Republic of Macedonia.

The training of the system administrators should cover the following courses:

1. Design overview of the modules of the system
2. Security
3. Backup / Recovery
4. Archiving

The user manuals and guides, both hardcopy and on-line, presented in an instructive way, should be available at the time of training. The manuals and guides should be written in Macedonian language.

The bidder shall describe the content of the training and how it will be organised.

The bidder shall also propose a time table for the training, based on the proposed delivery of the software. The bidder must however be prepared to modify the proposed timetable in accordance with relevant considerations by the users of the system.

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

The bidder must separately specify the requested remuneration for the development of the software and the training respectively. To the extent the remuneration for the training is depending on the number of participants, this should be duly specified by the bidder. The bidder must also specify if an extra price will be charged if requested to provide premises for the training and equipment.

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.

*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, 5 for medium and 10 for high quality.
- The quality of the proposed training. 1 for acceptable, 3 for medium and 6 points for high 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. 6 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 4 points will be given to that bidder.
- The committed delivery time. 10 points will be given to the bidder that commits to the earliest delivery, 5 points to the second and 2 points to the third.

## **11. Enquiries and information**

Potential bidders will be invited to an open meeting for clarification of possible questions related to the tender. The meeting will take place in the premises of *the e-Gov project*, Dane Krapcev 18, Skopje. The date and time of the meeting will be published on *the e-Gov project* webpage at the latest Wednesday 11<sup>th</sup> January 2006.

*The e-Gov project* will also accept enquiries concerning this invitation and its proceedings that have been submitted through an e-mail to [info@impact.org.mk](mailto:info@impact.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.impact.org.mk>. Bidders are therefore advised to continuously

read the information that *the e-Gov project* may provide by publication on the webpage. Enquiries will only be accepted and answered as prescribed here. 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 received after 4pm local time on 23 January 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.