



INVITATION TO SUBMIT BIDS

FOR

e-PROCUREMENT SOFTWARE APPLICATION

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e-Gov IMPACT Project

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IMPACT is a project implemented by **Internews Network**

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1. Introduction

e-Gov Impact project (Impact) is financed by USAID and implemented by Internews Network. *Impact* is registered in Macedonia as *Internews Network Representative Office in Skopje*, registration number 1343. Further information about *Impact* can be found on the webpage www.impact.org.mk

e-Procurement systems facilitate in a significant way public tendering processes and provides the platform for a fully transparent and cost-efficient public procurement. e-Procurement also provide new business opportunities for many potential vendors.

Impact is implementing an e-Procurement pilot project together with the City of Skopje, the latter to be the contracting authority for bids performed using this pilot project.

Impact is now inviting bids regarding the development of the software for the pilot project. *Impact* intends later to replicate the pilot project to cover a constantly increasing number of contracting authorities and products to be procured with an e-procurement system. This pilot project will play a crucial role in determining the design of the expanded system.

Impact will organise a public workshop during the spring 2005 to which potential vendors within the e-procurement system will be invited and informed about the new possibilities that will be opened through e-procurement. The workshop will be designed to encourage vendors to use and take advantage of IT.

2. Who may bid?

Any software developing company or consortium of companies may submit bids. Any company registered in another country than the Republic of Macedonia must have a Macedonian partner duly registered in Macedonia.

However software can not 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 and a System Description, which defines the software specifications. The System Description can be downloaded from *Impact'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/epp-register.asp>

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

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

The information thus received will be stored on the *Impact* server and the download of the pdf document will start automatically. Another copy of the system description will be sent to the email address which has been given during the registration.

The information *Impact* receives is for internal use only and will not be available outside *Impact* at this stage. After the closing of the bid, information will be put on

the webpage, listing all companies that have submitted correct bids within the stipulated time period.

A draft contract to be signed by *Impact* and the duly selected software developer, hereafter called *contractor*, will also be available on the *Impact* webpage before the expiry of the bidding period.

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. The software should be platform-free or based on any of the following two platforms;

- Linux
- Microsoft Windows 2003

No preference will be given to any of these solutions.

The contractor will be requested to undertake maintenance of the developed software and a warranty. These obligations will be part of the contract to be signed between *Impact* and the contractor.

The contractor will furthermore be requested to train the individuals within the contracting authority (i.e. the City of Skopje) that will implement the software. The specification of the training is further elaborated in 9.9 Training.

5. Rights and liabilities of *Impact*

Impact retains the right to, but is not forced to, revoke this tender if less than three bids are received within the deadline for submitting bids.

Impact also retains the right to revoke the tender for any other reason considered by *Impact* to necessitate a revocation of the tender.

Regardless of the obligation on the bidder to submit cost proposal for both the software development and the training, *Impact* retains the right to purchase only the software from the winner of the tender.

Impact undertakes no liabilities of any kind outside those specifically covered by the contract when duly signed by *Impact* and the contractor.

Impact will, in parallel with this bidding process regarding the necessary software, also address relevant legal and security issues in order to make sure that the e-procurement system thus developed can be used according to plan. *Impact* reserves the right to withdraw this tender and /or terminate any resulting contract if legal and security issues outside the scope of this tender render the e-Procurement concept infeasible

6. Time table

Friday 13 th May 2005.	Bids shall be received by <i>Impact</i> .
Monday 30 th May 2005	<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>Impact</i> will publish the same day a list of the bidders that met all formal requirements and information about the selected company.</p>
Friday 3 June 2005	<p><i>Impact</i> will request that a contract be signed. The signing of the contract will take place in the <i>Impact</i> office, Dane Krapcev 18, Skopje, the Republic of Macedonia.</p> <p>If the signing of the contract cannot take place as stipulated and the delay is due to the selected company, regardless the reason therefore, <i>Impact</i> retains the right to select a new company.</p>
Friday 24 th June 2005	A prototype of the software shall be delivered.
Friday 12 th August 2005	The software, as specified by the System Description, shall be installed at the City of Skopje.
Monday 15 th August until Friday 26 th August 2005	The software shall be tested. The testing shall be done in cooperation between the contractor, the City of Skopje and <i>Impact</i> .
Friday 9 th September 2005.	<p>Possible necessary modifications to the software shall be concluded.</p> <p><i>Impact</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>
Friday 16 th September 2005	The source code to be delivered to <i>Impact</i> on a CD.

Training of the implementers within the contracting authority for the e-procurement is scheduled to take place during the remaining part of September and October 2005.

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.

7. Terms and conditions

7.1 Currency

The requested price for the product and training shall be quoted in USD. The payment will be done by Impact in USD irrespective of possible currency fluctuations. However, Impact reserves the right to pay a Macedonian supplier the equivalent in local currency according to the US dollar middle exchange rate of the National Bank of the Republic of Macedonia on the day of the payment.

7.2 Ownership of software licences

Impact shall receive the developed software without any restrictions regarding number of users or their identity.

Impact shall have the unrestricted right to use and to modify the source code and may also pass on this right without any restrictions.

7.3 Costs

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

7.4 Conditions for payment

Impact will pay 25% of the total contracted price on signing of the contract. The remaining part related to the software will be paid in one payment within five working days after *Impact* has accepted the software and its functionality. The remaining part 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.

8. Requirements regarding the bidding.

8.1 Submission of bids.

Bids shall be delivered to *Impact* on-line at the following e-mail address: tender@impact.org.mk

Bids shall be received by *Impact* at the latest at **15.00 hours on Friday 13th May 2005**. The bidder may not add to or modify the bid thereafter.

Impact will send a confirmation to the bidder specifying at what date and time the bid has been received.

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. Content of the bid

9.1 Formal information about the Bidder

The bidder must provide relevant information about the bidding company, specifically;

- Proof of official registration.
- Proof that the company is not under bankruptcy.
- e-mail address for exchange of information or possible questions regarding the tender,
- Name and position of the person to be contacted by *Impact*.

The official documents may be submitted electronically as scanned documents.

In case of a local partner, the above mentioned information shall also be provided for that entity.

9.2 Competence and capacity

The bidder shall provide information about its competence and capacity with regard to the human resources it has to develop the software and will confirm its capacity and commitment to deliver software in accordance with the specifications in the System Description.

9.3 International models

A Physical Database Model version 2.0 issued on 23/12/2004 regarding e-procurement has been published on IDABC (Interoperable Delivery of European e-Government Services to public Administrations, Business and Citizens) website of the European Commission. The bidder shall inform about its awareness and knowledge of this or any other comparable model to be specified by the bidder.

In addition, the bidder shall inform about to what extent its proposed solution would correspond to the model the bidder has taken into consideration.

9.4 List of reference

The bidder shall also provide a list of reference containing **three** separate and specified software products the company has developed, including contact information regarding persons within the entities that are using the products.

9.5 Software Architecture Prototype

The bidder shall confirm its readiness to produce a software architecture prototype, which the contractor has to produce during the first month of the development process. The prototype shall be a partial application which verifies the software architecture and should be detailed enough for detecting possible defects and be approved by *Impact*.

9.6 Delivery time

The bidder must confirm that the software can be delivered in accordance with the specified timetable at the address provided by *Impact*.

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 *Impact* of the software. The warranty will be an integrated part of the contract to be signed by *Impact* 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 *Impact*.

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, make good the defect or damage as soon as practicable.

In emergencies, where the contractor cannot be reached immediately or, having been reached, is unable to take the measures required, *Impact* will have 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 *Impact*. The contractor will be separately remunerated for such additional work. If no agreement can be reached between *Impact* and the contractor, *Impact* 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 organized at the premises of the City of Skopje using their computers and classroom. The training should be organized for every user of the system.

There are two groups of users to be trained:

- **Contracting Institution (City of Skopje):** The training for the users of the system should be organized in courses and there will be one course per module of the system. The City of Skopje will identify the participants per course.
- **System administrators (also from the City of Skopje).** The training for 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 both Macedonian and Albanian languages.

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

9.10 Requested remuneration

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

10. Structure of the bid

The bid shall be submitted in three (3) parts, as follows:

1. In part 1, present all information regarding the requirements as specified in Content of the bid, 9.1 through 9.4.
2. In part 2, present the requested information regarding the software, as specified in 9.5 through 9.8 and regarding the training as specified in 9.9.
3. In part 3, present information about the requested remuneration including justification of estimated costs for the development of the software and the training separately, as specified in 9.10.

11. Method of evaluating the bids.

11.1 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, *Impact* may request further information from the bidder at any stage.

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

11.2 The first phase

In the first phase *Impact* will examine if the bidder meets the specified criteria, including regarding country of registration and that all requested information has been duly submitted.

The bidder's technical competence and capacity to develop the software will be examined.

Impact 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.

11.3 The second phase

During the second phase the bidders will be evaluated and ranked. *Impact* will evaluate the reference software products. Three points will be given to the company that provides the software products that, according to *Impact*, get the best recommendations by the implementing entities, followed by two points for the second best and one point for the third best. No further points will be given in this respect.

Impact will compare the requested remuneration. Although the requested remuneration for developing the software and for the training shall be specified separately, *Impact* will use the combined requested remuneration for the evaluation. Ten points will be given to the lowest price; eight points for the second lowest followed by a continued decreasing scale two points at a time down to zero point.

In selecting the contractor *Impact* will, within the USAID procurement rules, take into consideration the bidder that receives the highest total number of points but retains the right to base the decision on other considerations as well if deemed necessary by *Impact* in order to fulfil the tasks and obligations of the *Impact* project.

USAID procurement rules and the terms of the agreement under which this procurement is undertaken require that preference be given to service providers from the US, Macedonia and other designated countries. In selecting the contractor, *Impact* will take into account the nationality of the firms submitting bids, which may result in the award of the contract to a firm from a preferred country without proceeding to consideration of all bids.

Impact retains the right not to select any contractor.

The decision by *Impact* regarding the selection can not be contested.

12. Enquiries and information

Impact will accept enquiries concerning this invitation and its proceedings if the enquiries have been submitted through an e-mail to 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 *Impact's* homepage <http://www.impact.org.mk>. Bidders are therefore advised to continuously read the information that *Impact* 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.

Enquiries received after 6 May 2005 will not be considered and thus not published either.

13. Penalties

The contract to be signed by *Impact* 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.

14. Dispute settlement

Possible disputes between *Impact* 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.