

BORDER CORRIDOR DIGITAL ECONOMY NETWORK

Request for Tender
Ref: BCDEN RFT05 - eProcurement

*This project is being funded under the INTERREG IIIA Programme
Ireland/Northern Ireland*



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Section 1 - Overview and Background

1.1 Introduction

The Border Corridor Digital Economy Network (BCDEN) project, led by ERNACT, is funded by the INTERREG IIIA programme. The aim of this project is to help accelerate the uptake of the Information Society within the Irish Border Corridor (encompassing the three sub-regions of NWCBR¹, ICBAN² and EBR³).

ERNACT, on behalf of the NWRCBR, invites suitable organisations to respond to the Request for Tender set out below.

1.2 Closing Date for Submissions

Tenders must be submitted to ERNACT not later than 4 pm on 22 December 2005.

Section 2 - Supporting Documentation

None

Section 3 - Assignment

3.1 Introduction

The BCDEN project has set up a series of thematic working groups⁴ in each of the three Crossborder sub regions and has conducted a consultation and needs analysis exercise with each of those groups. The objective of this process was to ascertain, based on the region's current ICT needs, what pilots would help the participant local authority areas to adapt to, innovate and compete within the *Information Society*.

Resulting from the aforementioned consultation exercise, the Public Services working groups in each of the three sub regions have selected *eProcurement* as one of the pilots that they want to see implemented.

The aim of the eProcurement pilot is to demonstrate the efficiencies achievable by using eProcurement as the preferred means of procurement by the 19 councils.

¹ NWCBG, *North West Cross Border Group*. The NWCBG member councils are: Donegal County Council, Derry City Council, Strabane District Council and Limavady Borough Council

² ICBAN, *Irish Central Border Area Network*. The ICBAN member councils are: Armagh City & District Council, Cavan County Council, Cookstown District Council, Dungannon & South Tyrone Borough Council, Donegal County Council, Fermanagh District Council, Leitrim County Council, Monaghan County Council, Omagh District Council and Sligo County Council.

³ EBR, *East Border Region*. The EBR member councils are: Louth County Council, Monaghan County Council, Newry & Mourne District Council, Craigavon Borough Council, Down District Council, Banbridge District Council, Ards Borough Council

⁴ The 5 Thematic Working Groups are: Public Services, Retail, Tourism, Community & Learning and Location Based Services

The objectives of the pilot will be to:

- To minimise the transaction costs associated with the procurement process
- To maximise value for money for the participating councils
- To promote competition among suppliers while maintaining reliable sources of supply
- To promote the use of eCommerce in the wider Crossborder economy through compelling local suppliers to use ICT to trade with the local councils
- To improve the auditability of public procurement expenditures
- To benefit from the cost savings achievable through demand aggregation across the 19 councils
- To promote and facilitate Crossborder trade

3.2 Requirements

ERNACT is now inviting tenders from suitably qualified application providers to successfully deliver this pilot by:

1. Supplying the software that will allow the 19 Crossborder councils to run a 12-month eProcurement pilot that will help them achieve the aim and objectives described in section 3.1
2. Guaranteeing integration with existing financial management systems
3. Ensuring the involvement in the pilot of a critical mass of council staff and local suppliers (at least 50 staff and 200 suppliers per council)
4. Imparting the necessary training to both council staff and suppliers
5. Facilitating ongoing technical support of both council staff and suppliers over the lifetime of the pilot
6. Project managing the entire roll out of the pilot

Section 4 - Conditions of Tender

The following points are made for the consideration of organisations interested in responding to this RFT.

1. ERNACT does not bind itself to accept the lowest or any tender. It reserves the right to reject in whole or in part any or all tenders received and to source the requirement from more than one supplier or contractor.
2. ERNACT will not be liable in respect of any costs incurred by companies in the preparation of tender in response to the Request for Tenders, nor for costs incurred in preparing subsequent presentations or for attendance at same.

3. The intellectual property of the work generated by this assignment, as well as any other information acquired for or as a result of this assignment by the tendering company, will be the property of ERNACT
4. The successful tendering company shall be responsible for the delivery of all requirements provided for within the contract on the basis of a fixed price agreement set at the beginning of the contract. Prices quoted in the tender cannot be increased during the currency of the tender. Similarly, terms and conditions cannot be altered.
5. All information provided by tendering company will be treated in strict confidence. Similarly, ERNACT requires that all information provided pursuant to this Request for Tender will be treated in strict confidence by the tendering companies.
6. Information supplied by tendering companies will be treated as contractually binding. However, ERNACT reserves the right to seek clarification or verification of any such information.
7. Prices and rates quoted should be expressed in Euro (€) and exclusive of VAT. The VAT rate(s) applicable should be indicated separately.
8. ERNACT reserves the right to withhold payment where a contracting company has failed to meet its contractual obligations in relation to the delivery of goods / services to an acceptable level of quality.
9. The quality assurance standards to be applied to each type of deliverable produced by the project will be agreed between ERNACT and the successful bidder in advance of contract signature.
10. Any staffing, overhead and expense costs incurred by ERNACT, over and above normal levels required to manage this assignment, as a result of delays, unacceptable quality of deliverables, departure of key staff, etc., on the part of the successful bidder will be deducted by ERNACT from the agreed contract price.
11. The successful applicant agrees to allow the quality of any disputed deliverables to be evaluated and resolved by peer review process comprising expert representatives from appropriate business, public sector and EU bodies.
12. The successful bidder will not, without the written agreement of ERNACT, remove the original staff (or reduce their agreed time input) assigned to the project through this tender process.
13. ERNACT reserves the right to go to tender again or to terminate the contract at any stage on payment of reasonable and agreed costs accrued to the date of termination.
14. Tenders that are received late will not be considered.
15. Final payment is subject to formal sign-off.
16. Tenders should be delivered not later than the date given above under 1.2 Closing Date for Submissions. The onus is on the tendering company to ensure delivery by the specified date and time.

17. Three copies of the tender should be submitted in a sealed envelope marked “Tender for Border Corridor Digital Economy Network – Ref BCDEN RFT05 - eProcurement”, to:

Caitriona Strain
ERNACT
The Diamond
Lifford
Co Donegal
Ireland.

18. Emailed or faxed copies will not be accepted

19. Any enquiries can be made by email only to : caitriona.strain@ernact.net

Section 5 - Acceptance, Evaluation and Award Criteria

5.1 Acceptance

Tenders will be examined, in the first instance, by reference to the completeness of tender documentation as specified in Section 6 (see page 8).

5.2 Evaluation and Award Criteria

Tenders not excluded under Section 5.1 will be assessed by reference to the criteria set out below. The contract will be awarded to the tender demonstrating the most advantageous fulfilment of the following criteria (not listed in any particular order of priority):

1. Completeness of understanding of the assignment
2. Delivers the requirements set out in Section 3.
3. Ability to complete the assignment within a 12-month period from starting the assignment.
4. Managerial and financial competency of the company.
5. Demonstrated experience in carrying out similar assignments
6. Skill, experience and number of staff who will be assigned
7. Quality of project mgt, quality assurance and installation plans
8. Cost

Section 6 - Format of Tenders

To assist in the evaluation process, potential suppliers must structure their tenders in such a way that they match the format set out below. The tenders should address, on a numbered point-by-point basis, each of the following points.

General Information

1. Name, address, telephone number, fax number, contact person and email address of tendering company
2. Confirmation of acceptance by the tendering company of the conditions described in Section 4, *Conditions of Tender*, of this document
3. A statement must be submitted from the tendering company confirming compliance with Article 20 of EU Council Directive 93/36/EEC (reproduced in Section 7 on page 10) and that none of the excluding circumstances applies to them.
4. Organisation details including length of time in business, turnover, number of employees, skill sets, markets, etc.

Methodological Approach

5. A full description of the methodology to be used to complete the assignment is required. The tendering company must specify how every element of the assignment is going to be addressed, highlighting workplan elements such as deliverables, timescales, dependencies, staff assignments, quality assurance.

Respondents should pay attention to the evaluation and award criteria set out in Section 5

References

6. Tendering companies must provide a list of names, addresses and telephone numbers of existing customers who may be contacted for references in connection with the assignment.

Schedule of Development, Delivery and Installation

7. Tendering companies must indicate a clear time frame for the development and implementation of the assignment.

Schedule of Costs

8. The total cost of the tender (best and final offer)
9. A full breakdown of the price
10. Confirmation that the tender holds good for 90 days after the closing date for receipt of tenders
11. The applicable rate of VAT in respect of each product and service being proposed
12. Details of any other costs, taxes or duties which may be incurred

Contract

13. Tendering companies should, where possible, supply a copy of the proposed contract with the tender

Any Other Information

14. Tendering companies should provide any other information that may be relevant to this proposal. Companies may, if they wish, propose alternative solutions to those specified in the assignment, if they can be shown to be a better fit for the needs of the project. Features generally, which in the opinion of the tenderer holds a competitive advantage should also be specifically referred to.

Section 7 - EU Directive 93/36/EEC Extract

Extract from Article 20, Paragraph 1 of EU Council Directive 93/36/EEC of 14th June 1993, co-ordinating procedures for the award of public supply contracts.

Any supplier may be excluded from participation in the contract who:

- a) is bankrupt or is being wound up, whose affairs are being administered by the court, who has entered into an arrangement with creditors, who has suspended business activities or who is in any analogous situation arising from a similar procedure under national laws and regulations;
- b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations;
- c) has been convicted of an offence concerning his professional conduct by a judgement which has the force of *res judicata*;
- d) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- e) has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
- f) has not fulfilled obligations relating to the payment of taxes in accordance with legal provisions of the country in which he is established or those of the country of the contracting authority;
- g) is guilty of serious misrepresentation in supplying the information required under this Chapter