
Request for Bids for Supply of
Internal Audit Management System Software



Date: 21/09/2020

Invitation for Bid for Supply of Internal Audit Management Software (IAMS)

Project title:

“PUBLIC FINANCIAL MANAGEMENT MULTI DONOR FUND (PFM-MDF) FINANCED STRENGTHENING PUBLIC FINANCIAL MANAGEMENT PROJECT”

Source of Funding: **PFM-MDF Project Funding**

Contract Ref: **CCA/PFM-MDF/IAS/001**

To:

(Insert Name and address of the Supplier purchasing the IFQ document)

Dear Sir/Madam,

1. The Ministry of Finance, RGOB has received financing from the World Bank toward the cost of the Public Financial Management Multi Donor Fund (PFM-MDF) Financed for Strengthening Public Financial Management Project and intends to apply part of the proceeds for purchase of Internal Audit Management Software.

2. You are invited to submit your priced bid for the supply of the following items:

Internal Audit Management Software for the Central Coordinating Agency for Internal Audit, Royal Government of Bhutan comprising all modules and (the license, if applicable), customized/modified as per requirements in case of existing software ,along with O&M and warranty for one year.[As per specifications provided in Annexure 1-Specification Note].

3. The bidder(s) must quote for all the items under this invitation. Bids will be evaluated for all the items together as a single package and contract will be awarded to the firm with the highest rated criteria provided in table under serial 6(b). Price quoted for license fee (if applicable), and O&M within one

year after go-live shall form part of the contract and will be added to the total contract amount for evaluation.

4. The bidder(s) shall submit one original of the priced bid with the Form of Bid, clearly marked **ORIGINAL**. In addition, the bidder(s) should also submit one copy marked as **COPY**. The bid including all documents in the attached format should be sealed in an envelope and addressed to and delivered at the following address. Bidders have the option to submit password protected bids through email. Password should be shared at the time of bid opening;

Project Manager

Project Management Unit

Department of Public Accounts,

Ministry of Finance, Thimphu, BHUTAN

Telephone: +975 02 335718

E-Mail ID: stobgyel@mof.gov.bt

5. The deadline for receipt of your bid(s) by the purchaser at the indicated address is Wednesday, 21st October 2020 before 3.30 PM (BST).
6. The Bid should be submitted as per the following instructions and in accordance with the attached Contract.
 - a) **PRICE:** Price may be quoted in any one currency: BTN, INR, USD or Euro. The payment shall be made in the same currency. The quoted price shall be inclusive of all related costs including transport, insurance, taxes, duties and other levies etc to the final place of delivery. A TDS @ of 3% shall be deducted from all payments made. The final place of delivery of IAMS is **Central Coordinating Agency for Internal Audit Services, Ministry of Finance, Thimphu, Bhutan.**
 - b) **EVALUATION OF BID:** offers determined to be substantially responsive to the technical specifications will be evaluated by following rated criteria: -

Sl. No.	Particulars	Evaluation Criteria	Score	Documents Required
1	Experience – Minimum 2 (two) assignments of Internal Audit Management software successfully delivered in last 5 years:(If less than two (2) assignments, the bid will be considered non-responsive.)	5 points for each additional similar assignment (3 or more additional similar assignments will be allotted full score). Experience of only the primary bidder will be considered.	15	Please provide completion certificate from the employer.
2	Responsiveness against the requirements of FRS i. e. the FRS referred in Appendix I (Page 16-47)Specification Note. Evaluation will be based on appendix I and details provided by the bidder in the table below. However, appendix II in Specification Note (Page 48-76) should also be considered during customization/development of IAMS.	20 Points for “Functionalities to capture and maintain data”, 3 Points for “Functionalities to integrate IAMS with other applications” and 2 Points for “Dashboards”. Proportionate marks shall be provided based on compliance with functional requirements at process definition level covering functionalities listed on appendix I (page 22 to 45).	25	Provide document with details on compliance to FRS as required
3	Key Personnel:	(refer to section 20 of Specification Note for expected qualifications and experience)		
3A	Software Developer	Qualification and skill – 4 Professional Experience- 6	10	Attested resume of the proposed candidate
3B	Internal Audit Domain expert	Qualification and skill -5 Points Specific professional experience – 5 Points	10	Attested resume of the proposed candidate.
3C	System Analyst	Qualification & Skill-2 Points Professional Experience -3 Points	5	Attested resume of the proposed candidate
3D	Local Partner	An IT firm with Bhutanese trade license operating in Bhutan having minimum of 3 key technical staff	5	Attested resume of the proposed IT Firm

Please Note:

1. The vendor will provide the following table responding to each of the requirements listed in the Functional Requirements Specifications (FRS) attached in **appendix I**

S. N.	Functional requirement	Requirement available	Requirement not available but will be customized	Requirement not available and will not be developed	Requirement met by 3 rd party software (if part of cost)

2. To qualify, the bidder must score at least 45 points out of 70 in serial number 1 to 3.
3. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$$\mathbf{Sf = 100 \times Fm / F}$$

where "Sf" is the financial score,

"Fm" is the lowest price, and

"F" the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

$$T = 70, \text{ and } P = 30$$

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:

$$S = St \times T\% + Sf \times P\%.$$

In evaluating the bids, the purchaser will determine for each bid the evaluated price by converting the price into local currency (the conversion rate applicable would be the closing rate published by the Royal Monetary Authority on the last date of closing the bid) and adjusting the priced bid by making any correction for any arithmetical errors as follows;

- (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- (ii) where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern unless in the opinion of the Employer

there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

(iii) if the supplier refuses to accept the correction, the bid will be rejected.

c) AWARD OF PURCHASE: the award will be made to the bidder who obtains highest score based on the above criteria. The successful bidder will sign a contract as per attached form of contract and terms and conditions of supply.

d) VALIDITY OF THE OFFERS: the bid(s) shall be valid for a period of 90days from the deadline for receipt of bid(s).

7. A virtual pre-bid conference shall be held on Monday, 12th October 2020 at 2.30 PM (BST).

8. Any clarifications can be submitted to the following:

Chief Internal Auditor, Central Coordinating Agency for Internal Audit Services, Ministry of Finance, Thimphu, BHUTAN,

Telephone: +975 2 339729,

Email: cca@mof.gov.bt

9. The bid(s) will be opened virtually in the presence of bidders or their representatives who choose to attend at:

Project Manager, Project Management Unit, Department of Public Accounts, Ministry of Finance, Thimphu, BHUTAN, on 21st October, 2020 at 4.00 PM, BST.

10. The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.

11. The Purchaser will notify the winning bidder of the award of contract prior to the expiry of bid validity period. The terms of the accepted offer shall be incorporated in the contract (sample attached).

12. The software supplied should have a minimum O&M and Warranty of 12months from the date of Go Live.

13. Payment terms for the assignment shall be as below:

Milestone	Deliverables from Supplier	% payment	Dateline
Submission and acceptance of work/delivery plan including Software architecture.	<ul style="list-style-type: none"> Signed Agreement Performance Security Work / delivery plan Software architecture 	10% in the form of initial advance against Bank Guarantee	December 3, 2020
Operational Acceptance of all modules in Phase I & II of Specification Note (Section 9).	<ul style="list-style-type: none"> SRS, design documents and user manual UAT including addressing any gaps/changes identified during UAT satisfactory 3rd party audit data migration and master data creation handing over source code training course material 	60% of contract price excluding O&M cost.	March 18, 2021
Final implementation of all modules in Phase III, Section 9 of Specification Note.	<ul style="list-style-type: none"> Deployment in production environment Go Live and full system roll-out Capacity Building under Phase III Handing over all final SRS, user manual, test reports, etc. Completion report 	30% of contract price excluding O&M cost	May 18, 2021
O&M and Warranty (12 months)	<ul style="list-style-type: none"> Call Log and Resolution reports Performance reports of the IAMS Updated SRS, user manuals, source code etc Final completion report for last installment 	The price for this phase to be paid in 4 equal installments. However, the price for this phase may be paid upfront upon completion of all phases and on furnishing an unconditional Bank Guarantee equal to cost of O&M included in contract price.	

Note:

1. RGoB may at its own cost deploy own staff/3rd party to verify the source code and other documentation.
2. Cost of 3rd Party audit will be borne by RGoB.
3. RGoB will provide the hosting infrastructure and hardware based on requirement provided by the Vendor/Developer
4. The O&M Phase will begin from the final implementation (Go-Live) of all modules.
5. The vendor/Supplier/developer is eligible for payment of 10% advance payment upon completion of first milestone (specified in table above) and furnishing unconditional Bank Guarantee.

14. . The O&M and Warranty phase will include change requests to the software and provision of a help line to attend to the issues during operation.

Schedule of Items and Priced Bid (Bid form) *[To be filled in by Bidders]*

Sl	Item Description		Qty	Make/Model	Unit Rate (Nu.)	Total Amount (Nu.)
1	IAMS Software Supply with user training		1			
2	O&M and Warranty for 1 year after Go-Live.		1			
Total Amount for Supply of Goods to Purchaser (Including taxes and all related cost). Goods to be supplied to: Chief Internal Auditor, Central Coordinating Agency for Internal Audit Services, Ministry of Finance, Thimphu, BHUTAN						

Total Amount in Nu. (in words)	<i>[insert the Total Amount for Supply of Goods including all related costs].</i>
Delivery period	<i>Insert Number of days from the date of issue of the Purchase Order by the Purchaser</i>
Warranty Provided	<i>..... Months from date of supply or commissioning of the Goods.</i>

Signature of Supplier	Supplier's Official Stamp
Name of Supplier	
Date	

[The Supplier may attach copies of relevant brochures/catalogue for the goods to be supplied, which will give sufficient information to carry out effective evaluation]

Technical Specification of the Goods Required

SI	Item	Specification
1	Internal Audit Management Software	Refer Appendix I & II of Specifications Note for detailed functionalities.
2	O&M and warranty	

The Supplier is required to mention make / model (as applicable) of the goods to be supplied and must attach the appropriate original printed literature / brochures for the various items listed.

Signature of Supplier	Supplier's Stamp
Name of Supplier	
Date	

Documents required to be submitted as part of the Bid

The original and *copy(ies)* of bid submitted by the Bidder shall comprise the following:

- (a) The bidder should be in the similar line of business;
- (b) A duly completed and signed priced bid as per the Schedule of Items;
- (c) A valid Trade License¹;
- (d) A valid Tax Clearance Certificate;
- (e) Technical Specification of the Goods to be supplied;
- (f) Manufacturer's authorization to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these goods in Bhutan. The Bidder / manufacturer should be able to demonstrate that they have the after sales facilities for maintenance of the type of product being offered (if applicable);
- (g) A Capability Statement evidencing meeting the Evaluation Criteria and responsiveness to the FRS;

¹ The non-submission of historical (c & d) documents should not become rejection criteria and should be given one chance to the bidder(s) to submit.

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- (h) Any other requirements specified in this document.

Terms and Conditions for the Supply of Goods and Payment.

These terms to be modified and supplemented with terms on ownership of source code for bespoke solutions; Change requests before and after Operational Acceptance Testing (OAT) and during O&M etc.

The Terms and Conditions hereinafter may only be varied with the written agreement of the Purchaser and no terms and conditions put forward at any time by the Supplier shall form any part of the Contract.

1. The Supplier shall be required to submit a performance security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional Bank Guarantee issued by a financial institution located in Bhutan, which shall be furnished upon signing the contract. Performance security shall be valid till 28 days beyond the end of warranty period.
2. The supply of the goods and related services shall be completed within 6 Months from the date of signing the contract.
3. The Supplier shall agree to supply/perform the required after sales services/maintenance at the quoted price agreed in the contract.
4. The Purchaser shall arrange payment of the Invoice, within thirty (30) days upon submission of original Invoice and against the actual supplied quantities of goods as listed in the Purchase Order.
5. The quoted price shall include all taxes, duties, insurance and any other costs involved and nothing extra shall be paid.
6. Any goods found defective during the warranty period shall be replaced/repaired by the supplier at his cost. If the supplier fails to rectify and or replace the defective goods, the purchaser shall forfeit the performance security and rectify or replace the defective goods at the cost of the supplier.
7. The supplier shall supply the complete goods required within 4 months from the date of placement of the purchase order. The supplier shall pay liquidated damages at the rate of 0.1% per day for each day of delay to a maximum of 10% of the total contract price.
8. The Purchaser may, by written notice, terminate the Purchase Order (or Contract if applicable) in whole or in part at any time for its convenience:
 - a. if the Supplier fails to perform any other Terms and conditions specified with the Purchase Order, or exceeds the maximum amount of liquidated damages.
 - b. if the Supplier fails to perform any other obligation(s) under the Purchase Order, or
 - c. if the Supplier does not take any remedial action within a period of (7) seven calendar days after receipt of a notice of default from the Purchaser specifying the nature of the default(s), or

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- d. if the Supplier, in the judgment of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order; and
9. The Supplier shall provide the warranty, as stipulated in the Bid document, for the goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be.
 10. The purchaser may procure any of the items from the open market in case the supplier fails to supply the goods within the stipulated time and realize the difference amount between the quoted price & market price from the security deposit amount.

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT made the *[insert number]* day of *[insert month]*,*[insert year]*,

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of Bhutan, or corporation incorporated under the laws of Bhutan]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency/ies]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:
 - (a) This Contract Agreement;
 - (b) Terms and Conditions;
 - (c) Technical Requirements (including Schedule of Supply and Technical Specifications);
 - (e) The Supplier’s Bid and original Price Schedules;
 - (f) The Purchaser’s Notification of Award of Contract;
 - (g) The form of Performance Security;
 - (h) The form of Bank Guarantee for advance Payment
 - (i) *[insert here any other document(s) forming part of the Contract]*

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3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
 4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bhutan on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert signature]*
[insert identification of official witness]

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert signature]*
[insert identification of official witness]

Performance Security (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid submission]*

IFB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[Insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)² in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month][insert year]*,³ and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months] [one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[Signatures of authorized representatives of the bank and the Supplier]

² The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

³ Date established in accordance with Clause 19.4 of the General Conditions of Contract ("GCC"). The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee.

Bank Guarantee for Advance Payment

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid submission]*

IFB No. and title: *[insert number and title of bidding process]*

[Bank's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Contract]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier in its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date⁴]*. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months][one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[signature(s) of authorized representative(s) of the bank]

⁴ *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee*

Bid Security (Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated]*_____

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Project Manager, Project Management Unit, Department of Public Accounts, Ministry of Finance, Thimphu, Bhutan

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. *[insert IFQ number]* ("the IFQ").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

Sample Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so, indicated in the **BDS**.]*

Date: *[insert date of Bid Submission]*

Invitation for Bid No.: *[insert IFB number]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of the Purchaser]*

WHEREAS

We *[insert complete name of the Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address(es) of the Manufacturer's factory/ies]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid in relation to the Invitation for Bid indicated above, the purpose of which is to provide the following Goods, manufactured by us, namely *[insert name and/or brief description of the Goods]*, and subsequently to negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of the authorized representative(s) of the Manufacturer]*

Title: *[insert title(s) of the authorized representative(s) of the Manufacturer]*

Duly authorized to sign this Authorization for and on behalf of *[insert complete name of the Bidder]*

Dated on the *[insert number]* day of *[insert month]*, *[insert year]*.