



# **ZESA HOLDINGS (PRIVATE) LIMITED**

## **BIDDING DOCUMENT**

### **FOR THE SUPPLY AND INSTALLATION OF AUDIT MANAGEMENT APPLICATION SOFTWARE**

<b>Standard Bidding Document for the Procurement of:</b>	SUPPLY AND INSTALLATION OF AUDIT MANAGEMENT APPLICATION SOFTWARE
<b>Procurement Reference No:</b>	ZH/RFP/51/2025
<b>Procuring Entity:</b>	ZESA HOLDINGS (PVT) LTD
<b>Date of Issue:</b>	16 MAY 2025

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## **PART 1: BIDDING PROCEDURES**

### **REFERENCES:**

References to the Act are to the Public Procurement and Disposal of Public Assets Act [Chapter 22:23] and references to the Regulations are to the Public Procurement and Disposal of Public Assets (General) Regulations (Statutory Instrument No. 5 of 2018). The terms and requirements in the Act and Regulations govern the submission of Bids and should be read by all Bidders.

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### **PREPARATION OF BIDS**

You are requested to bid for the provision of service specified in the Statement of Requirements below, by completing and returning the following documentation:

1. Signed Bid Submission Sheet in this Part;
2. The Statement of Requirements in Part 2;
3. A copy of every document necessary to demonstrate eligibility in terms of section 28 (1) of the Regulations;
4. A signed bid securing declaration in the format specified in this Part;
5. A copy of:
  - i. PRAZ Registration Certificate or proof of registration.
  - ii. Certificate from NSSA on payment of social security contributions
  - iii. Tax Clearance Certificate ITF 263
  - iv. VAT Registration Certificate
  - v. CR 14
  - vi. CR 6
  - vii. Certificate of Incorporation
  - viii. Company profile
  - ix. SPOC Fee Certificate

You are advised to carefully read the complete Bidding Document, as well as the General Conditions of Contract which are available on the Authority's website, before preparing your Bid. Part 3: Contract is provided not for completion at this stage but to enable Bidders to note the Contract terms they will enter into if their Bid is successful.

The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction. All pages of the Bid must be clearly marked with the Procurement Reference Number above and the Bidder's name and any reference number.

### **LOTS AND PACKAGES**

The requirement is not divided into lots and packages.

### **NUMBER OF BIDS ALLOWED**

No Bidder may submit more than one bid, either individually or as a joint venture partner in another Bid, only one Bid can be submitted. A conflict of interest will be deemed to arise if bids are received from more than one Bidder owned, directly or indirectly, by the same person.

### **CLARIFICATION**

Clarification of the bidding document may be requested in writing by any Bidder before **02 June 2025** and should be submitted on the Electronic Government Procurement System.



## **SERVICES TO BE PERFORMED, LOCATION(S) AND OTHER REQUIREMENTS**

The services to be performed under the Contract, the location or locations where these services are to be performed, the times of performance and the manpower, equipment and other resources required and the supervising agent at these locations are stated in the Statement of Requirements in Part 2. Bidders must signify their acceptance of these requirements when submitting their Bid.

The Supervising Agent will have authority on behalf of the Procuring Entity to give directions on the performance of the services and to approve satisfactory completion of these services.

The Bidder, at the Bidder's own responsibility and risk, is invited to a visit to examine the location(s) and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site will be at the Bidder's own expense.

## **DOCUMENTS ESTABLISHING CONFORMITY OF SERVICES**

To establish the conformity of the Services to the Bidding Document, the Bidder must furnish as part of its Bid a proposed methodology, work plan and schedule to establish that the services will be carried out in accordance with the required technical specifications and quality standards.

Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer in the Statement of Methodology, Work Plan and Schedule in this Part other standards of quality, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified.

## **ELIGIBILITY AND QUALIFICATION REQUIREMENTS**

Bidders are required to meet the criteria in section 28 of the Act and section 28 (1) of the Regulations to be eligible to participate in public procurement and to be qualified for the proposed Contract. They must therefore:

1. Have the legal capacity to enter into a contract;
2. Not be insolvent, in receivership, bankrupt or being wound up, not have had business activities suspended and not be the subject of legal proceedings for any of these circumstances;
3. Have fulfilled their obligations to pay taxes and social security contributions in Zimbabwe;
4. Not have a conflict of interest in relation to this procurement requirement;
5. Not be debarred from participation in public procurement under section 72 (6) of the Act and section 74(1) (c), (d) or (e) of the Regulations or declared ineligible under section 99 of the Act;
6. Have the nationality of an eligible country as specified in the Special Conditions of Contract; and
7. Have been registered with the Authority as a Supplier and have paid the applicable Supplier Registration Fee set out in Part III of the Fifth Schedule to the Regulations.

In addition to these eligibility requirements, Bidders must demonstrate that they have the qualifications, resources and experience to perform the contract to satisfactory standards, as indicated in the Statement of Requirements.

Participation in this bidding procedure is restricted to Zimbabwean bidders as per the following documents or their equivalent:

- i. CR 14
- ii. CR 6
- iii. Certificate of Incorporation



### **VALIDITY OF BIDS**

The minimum period for which the Bidder's bid must remain valid is sixty (60) days from the deadline for the submission of bids.

### **SUBMISSION OF BIDS**

Bids must be submitted online, Electronic Government Procurement System <https://egp.praz.org.zw>, no later than the date and time of the deadline below. It is the Bidder's responsibility to ensure that they receive a receipt confirming submission of their bid that has correct details of the Bidder and the number of the Bid.

The Bidder must mark the envelope with the Bidder's name and address and the Procurement Reference Number. **ZH/RFP/51/2025**

The Procuring Entity reserves the right to extend the bid submission deadline but will notify all potential bidders who have collected the bidding documents of the amended bid submission deadline.

DEADLINE DATE & TIME	<b>24 June 2025 @ 1000Hrs</b>
SUBMISSION ADDRESS	Bid submission must be online Electronic Government Procurement system <a href="https://egp.praz.org.zw">https://egp.praz.org.zw</a>
MEANS OF ACCEPTANCE	Bid submission must be online Electronic Government Procurement system <a href="https://egp.praz.org.zw/">https://egp.praz.org.zw/</a>

### **BID OPENING**

The opening of bids shall be done online through the Electronic Government Procurement System.

### **WITHDRAWAL, AMENDMENT OR MODIFICATION OF BIDS**

A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative. However, no Bid may be, withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder or any extension of that period.

### **DELIVERY REQUIREMENTS**

The delivery period required (from the date of contract signing) and the final destination for delivery are as indicated in the Delivery Schedule in Part 2.

### **BID PRICES AND DISCOUNTS**

The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules must conform to the requirements specified in the Price Schedule included in Part 2: Statement of Requirements.

### **BID SECURITY**

The Bidder must include Bid Securing Declaration.

Any bid not accompanied by a Bid Securing Declaration, where this is a requirement of bidding, will be rejected by the Procuring Entity as non-responsive. The Bid- Securing Declaration of a Joint Venture (JV) must be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid-Securing Declaration must be in the names of all intended partners.



### **EVALUATION OF BIDS**

Bids will be evaluated using the following methodology:

1. Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of Bidders in terms of section 28 (1) of the Regulations and to confirm that the Bid is administratively compliant in terms of section 28 (2) of the Regulations.
2. Technical Evaluation to determine substantial responsiveness to the specifications in the Statement of Requirements;
3. Financial Evaluation and comparison to determine the evaluated price of bids and to determine the lowest evaluated bid.

Bids failing any stage will be eliminated and not considered in subsequent stages.

### **REVIEW BY THE SPECIAL PROCUREMENT OVERSIGHT COMMITTEE**

Section 54 of the Act provides for review by the Special Procurement Oversight Committee for certain especially sensitive or especially valuable contracts. This tender is subject to review by the Special Procurement Oversight Committee. Bidders are required to pay a SPOC fee of **USD350.00** in line with the provision of the PPDPA Act. The fees are **payable in ZWG at the prevailing RBZ exchange rate on the date of payment to Procurement Regulatory Authority of Zimbabwe (PRAZ).**

### **CURRENCY**

**Bids should be priced in United States Dollars (USD). However, all payments will be done in Zimbabwe Gold (ZWG) at the prevailing interbank exchange rate on the date of payment.**

### **PAYMENT TERMS**

Bidders must clearly state their payment terms. The required payment terms is **within 30days after service delivery. No advance payment shall be made in respect of this Tender.**

### **AWARD OF CONTRACT**

The lowest evaluated bid, after application of any additional evaluation criteria, including any margin of preference, which is substantially responsive to the requirements of this bidding document will be recommended for award of contract. The proposed award of contract will be by issue of a Notification of Contract Award in terms of section 55 of the Act which will be effective until signature of the contract documents in accordance with Part 3: Contract. Unsuccessful Bidders will receive the Notification of Contract Award and, if they consider they have suffered prejudice from the process, they may within 14 days of receiving this Notification, submit to the Procuring Entity a Challenge in terms of section 73 of the Act, subject to payment of the applicable fee set out in section 44 of and the Third Schedule to the Regulations.

### **RIGHT TO REJECT**

ZESA Holdings reserves the right to accept or reject any Bids or to cancel the procurement process and reject all Bids at any time prior to contract award.

### **CORRUPT PRACTICES**

The Government of Zimbabwe requires that Procuring Entities, as well as Bidders and Contractors, observe the highest standard of ethics during the procurement and execution of contracts. In pursuit of this policy:

1. The Procuring Entity will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent,



collusive or coercive practices in competing for the Contract or been declared ineligible to be awarded a procurement contract under section 99 of the Act;

2. The Authority may under section 72 (6) of the Act impose the sanctions under section 74 (1) of the Regulations; and
3. Any conflict of interest on the part of the Bidder must be declared.



## **BID SUBMISSION SHEET**

*{Note to Bidders: Complete this form with all the requested details and submit it as the first page of your Bid. Attach the completed Statement of Requirements and any other documents requested in Part 1. Ensure that your Bid is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this Bid prevail over any attachments. If your Bid is not authorised, it may be rejected. If the Bidder is a Joint Venture (JV), the Bid must be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.*

*Bidders must mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information}.*

<b>PROCUREMENT REFERENCE NUMBER</b>	
<b>SUBJECT OF PROCUREMENT</b>	
<b>NAME OF BIDDER</b>	
<b>BIDDER'S REFERENCE NUMBER</b>	
<b>DATE OF BID</b>	

We offer to supply the items listed in the attached Statement of Requirements, at the prices indicated on the attached Price Schedule and in accordance with the terms and conditions stated in your Bidding Document referenced above.

We confirm that we meet the eligibility criteria specified in Part 1: Procedures of Bidding.

We declare that we are not debarred from bidding and that the documents we submit are true and correct.

The validity period of our bid is: ..... {days} from the date of submission.

We confirm that the prices quoted in the attached Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision, variation or adjustment.

### **Bid Authorised by:**

<b>NAME:</b>	<b>Position:</b>
<b>Signature:</b>	<b>Date:</b>
<b>Authorised for and on behalf of:</b>	<b>Company and Address:</b>

**\*\*\* Provide company seal where applicable\*\*\***



## Bid-Securing Declaration

*{The Bidder must fill in this Form in accordance with the instructions indicated, where it has been stated in the Bidding Procedures that a Bid-Securing Declaration is a requirement of bidding}.*

Procurement Reference number:

Date: .....[date (in day, month and year format)]

Bidder's Reference Number:

To: {full name of Procuring Entity}

We, the undersigned, declare that:

We understand that, according to the terms and conditions of your bidding documents, bids must be supported by a Bid-Securing Declaration.

We accept that we may be debarred from bidding for any contract with a Procuring Entity in Zimbabwe for a period of time to be determined by the Authority, if we are in breach of our obligation(s) under the bidding conditions, because:

- (a) we have withdrawn our Bid during the period of Bid validity; or
- (b) having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, we fail or refuse to execute the Contract.

We understand this Bid Securing Declaration will expire if we are not the successful Bidder, either when we receive your notification to us of the name of the successful Bidder, or twenty-eight days after the expiration of our Bid, whichever is the earlier.

<b>Signed</b> .....	<b>Name:</b> ..... .....
<b>In capacity of:</b> .....	<b>Date:</b> .....(DD/MM/YY)
<b>Duly authorised for and on behalf of:</b>	
<b>Company</b> .....	
<b>Address:</b> ..... .....	
<b>Corporate Seal (where appropriate)</b>	

*{Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all the partners to the Joint Venture that submits the Bid.}*





## **LIST OF SERVICES AND PRICE SCHEDULE**

<b><u>Procurement Reference Number:</u></b>	
<b>Bidders Name</b>	
<b>Bidder's Reference number</b>	

*Note to Bidders: Complete the currency of your quotation and the unit and total rates for each item listed below.*

Currency of Quotation/Contract: \_\_\_\_\_

<b>Item No<sup>1</sup></b>	<b>Description of Services</b>	<b>Input Quantity</b>	<b>Unit of Measure</b>	<b>Unit Rate</b>	<b>Total Price<sup>2</sup></b>
1	Supply and Installation of Audit Management Application Software	1	EA		
				<b>Other additional costs</b>	
				<b>VAT</b>	
				<b>Total</b>	

Note 1: Lots and packages should be shown as separate items.

Note 2: Include any additional costs, such as hire or purchase of equipment to perform the services.



## **DELIVERY SCHEDULE**

<b>NAME OF BIDDER</b>	
<b>BIDDER'S REFERENCE NUMBER</b>	

*{Note to Bidders: If the delivery period offered, or any other details, differ from the requirements below, this should be stated in your tender}.*

<b>Item No</b>	<b>Description of Service</b>	<b>Qty</b>	<b>Physical Unit</b>	<b>Delivery Date Required by Procuring Entity and applicable INCOTERM</b>	<b>Bidder's offered Delivery period</b>
1	Supply and Installation of Audit Management Application Software	1	Complete Units	Within 60 working days from contract award	

The delivery period required is measured from the date of the signing of the Contract between ZESA Holdings Private Limited and the Bidder.

<b>The site of supply and Installation</b>	<b>ZESA Holdings, Electricity Centre, 25 S Machel Avenue, HARARE</b>
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## **PART 2: STATEMENT OF REQUIREMENTS**

### **TECHNICAL SPECIFICATION AND COMPLIANCE SHEET**

DEPARTMENT	Group Performance and Audit
TENDER NUMBER	ZH/RFP/51/2025
DESCRIPTION	Supply and Installation of Audit Management Application Software

#### **General**

The proposed audit management software will be used primarily by internal auditors to manage the core audit processes that range from risk assessment, planning of assignments, execution of audit programs, reporting of significant issues, storage of working papers and making follow-ups of issues in liaison with auditees. Secondly, the proposed software will also have integration points with audit clients and other systems in the interest of quality improvement, compliance, governance and the strengthening of internal controls through risk analysis. The acquisition, installation and operation of the audit management software are expected to be done in an effective project management and implementation manner followed by ongoing system support in the interest of deriving the maximum value from the investment.

*The Goods and Related Services must comply with following Technical Specifications and Standards:*

*[Columns a and b are completed by the Procuring Entity. Column c must be completed by the Bidder to indicate the full specification of the items offered and their compliance with the specification required (in Column b)]*

<i>a</i>	<i>b</i>	<i>c</i>
<i>Item No</i>	<i>Item description and full technical Specification required (including applicable standards)</i>	<i>{Confirm full specification of items offered by Bidder and compliance of items to detail in column b}</i>
1.1	<b><u>Functional Requirements</u></b> The Audit Management Software should meet the following minimum capabilities and functions	
1.1.1	<b><u>Planning-</u></b> The audit management software should be able to: <ul style="list-style-type: none"><li>• Conduct annual risk-based planning with inputs from the various audit teams and clients/sites through self-risk assessments.</li><li>• Conduct individual audit assignment planning – allocate human and other resources, etc.</li><li>• Profile risks in hierarchical order – e.g. from the most severe to the lowest</li><li>• Prioritize audit assignments according to severity of risks</li></ul>	
1.1.2	<b><u>Creation and execution of audit projects/assignments -</u></b> Using various system menus, windows, dialog boxes, interfaces, etc. The audit management software should be able to:	



	<ul style="list-style-type: none"> <li>• Link/integrate audit programs with policies, procedures, standards</li> <li>• Create audit working papers</li> <li>• Extract data and records from other sub-systems</li> <li>• The audit management software should have Artificial Intelligence features/ capabilities to enhance activities such as identification of patterns, trends and anomalies that point to potential risk</li> <li>• Format working papers through the use of tick marks, bookmarks, etc.</li> <li>• Classify audit issues under various categories such as “Strategic Issues, Risk Management, Corporate Governance, Internal Controls, Repeat Audit Issues”</li> <li>• Compile audit issues under categories stated above.</li> <li>• Generate consolidated audit reports that conform to the Audit Report Template e.g. “Issue, Cause, Effect, Priority, Recommendation, Management Comments, Implementation Date, etc.”</li> <li>• Generate consolidated reports according to the internal audit report template</li> <li>• Make follow-up with audit clients/auditees on audit issues</li> <li>• Generate issue status report.</li> </ul>	
1.1.3	<p><b><u>Software System Administration Functions - The</u></b> administration of the audit management software should meet leading practices of securing systems with the need to minimize data breaches and limit unauthorized access to audit information by third parties. The software should have the following administrative and user functions:</p> <ul style="list-style-type: none"> <li>• Login dialog box with username and password fields</li> <li>• Authentication of authorized users</li> <li>• Lockout of 5 failed login attempts</li> <li>• Report of failed login attempts</li> <li>• Minimum expiry period of passwords of 30 days</li> <li>• Defined user roles such as “Preparer (Auditor), Preparer/Reviewer, Reviewer, Approver, etc.”</li> <li>• Upload audit issues</li> <li>• <b>Administrator role</b> <ul style="list-style-type: none"> <li>✓ Add/enrol user – full name, designation, email, etc.</li> <li>✓ Disable/deactivate user</li> <li>✓ Reset password *User self-reset of password through email is preferable</li> <li>✓ Upload audit programs</li> <li>✓ Upload risks</li> <li>✓ Upload audit issues/recommendations</li> <li>✓ Upload organizational structures, policies, procedures, etc.</li> </ul> </li> <li>• Communication and announcements of new developments/changes/updates * This facility can be triggered automatically during or when starting the software</li> </ul>	



1.1.4	<b><u>Software user interface functions;</u></b> The design of the audit management software user interfaces should be broadly divided into two categories that cater for both the core internal audit teams and their auditees and should cover the following minimum functions:	
1.1.4.1	<b><u>Audit Teams</u></b> With the appropriate role access level, users in the various audit teams should be able to perform the following tasks through the audit management software portal(s), menus, etc. <ul style="list-style-type: none"> <li>• Create an audit assignment/project within the audit universe</li> <li>• Execute assigned tasks within the respective team</li> <li>• Access and view ONLY other audit projects after they are closed/finished.</li> <li>• Review project tasks</li> <li>• Raise coaching notes</li> <li>• Raise audit issues/exceptions</li> <li>• Generate reports</li> <li>• Attach working papers</li> <li>• Create and send survey forms</li> <li>• Conduct risk assessment</li> <li>• Analyze risks qualitatively and quantitatively</li> <li>• Track and monitor risks</li> <li>• Trend risks on the entire corporate universe</li> <li>• Input accidents to the database</li> <li>• View dashboards, graphs, charts, etc.</li> <li>• Input insurance schedules of all business classes</li> <li>• Conduct follow-ups on audit and risk issues.</li> </ul>	
1.1.4.2	<b><u>Clients/Auditees</u></b> - Through the collaboration and consultation of the audit clients/auditees located at the various work sites, these users are first-line risk assessors and the audit management software should enable them to perform the following tasks through an appropriately designed software portal, menus, etc: <ul style="list-style-type: none"> <li>• Carry out controls and self-risk assessments</li> <li>• Provide management comments on audit/risk issues</li> <li>• Appoint the responsible person(s) to audit/risk issues</li> <li>• Set implementation dates to audit/risk issues</li> <li>• Generate compliance reports</li> <li>• Issue risk status report</li> <li>• Input accident/risk-related disciplinary hearings information and statuses</li> <li>• Upload accidents, causes, corrective action(s) as they occur from site level</li> <li>• Update accident/incident log</li> <li>• Upload and update risk registers.</li> </ul>	
1.1.5	<b><u>Storage and retrieval of audit management information</u></b> The following outlines the preferred location, contents, access methods and prime users of the audit management software in line with ZESA Group ICT Policy and procedures:	



1.1.5.1	<p><b><u>Storage of Audit Management data and information</u></b></p> <p>Data storage should meet leading practices of cloud computing security requirements, especially for public entities that seek to protect their clients, shareholders and other key stakeholders. Prospective suppliers and vendors of the software are required to work in conjunction with the ZESA Group IT Division in ensuring compliance with the ZESA Cloud and On Premise Computing Policy with the stipulated security requirements. Cloud and On Premise service providers are required to include non-disclosure clauses in the terms and conditions of the use of the software. Given this, the following outlines the minimum requirements for ensuring the protection of information assets:</p>	
1.1.5.2	<p><b><u>Data/Information Location and Format</u></b></p> <ul style="list-style-type: none"> <li>• The preferred location of the audit data and information is on the cloud or on premise</li> <li>• Access to information be granted based on a user role matrix and on-demand services</li> <li>• Security of the information must be ensured through contractual arrangements.</li> <li>• Encryption of configuration files and key database items is required</li> <li>• Availability of a disaster recovery option is required</li> <li>• Data backup mechanisms preferably automatically are required</li> <li>• Scalability of the storage space, infrastructure, etc. is needed</li> <li>• The pricing structure framework of cloud computing space and services is needed</li> </ul>	
1.1.5.3	<p><b><u>Contents of the database -</u></b> The essential contents of the database are as follows and hence maximum protection is needed.</p> <ul style="list-style-type: none"> <li>• Policies</li> <li>• Standards</li> <li>• Acts</li> <li>• Audit Procedures</li> <li>• Final and finished audit reports</li> <li>• Accident reports by both audit teams and audit clients (auditees)</li> <li>• Risk registers</li> <li>• Audit working papers</li> </ul>	
1.1.5.4	<p><b><u>Database users and access to information</u></b></p> <p>Database users will be governed by an approved user role-matrix and access to information will be granted on the least-privilege principle via web/internet-based login dialog boxes or interfaces that are password-protected. And examples of database users and their roles are outlined below:</p> <ul style="list-style-type: none"> <li>• <b>Audit administrative users</b> – e.g. upload policies, regulations, final reports, etc.</li> <li>• <b>Audit teams</b> – e.g. upload audit programs, procedures, working papers</li> </ul>	



	<ul style="list-style-type: none"> <li>• <b>Audit clients/auditees</b> – e.g. upload risks, risk registers, corrective actions, compliance/issue statuses, hearing data and accidents information, etc.</li> <li>• <b>Software support staff</b> – e.g. update configuration files, patch management, etc.</li> </ul>	
1.1.6	<p><b><u>Implementation and Support of the Audit Management Software</u></b></p> <p>The ZESA Group Performance &amp; Audit division is cognizant of the lead times, the works/tasks and some of the costs involved in the acquisition and implementation of software of this magnitude. It is expected that the users will be able to fully utilize this software within at least <b>6 months</b> after the award of the acquisition contract. Prospective suppliers/vendors of the audit management software should state in the tendering process all timelines and costs required and involved to implement the entire software project. Such information will aid ZESA in gauging, strategically, the total cost of ownership and in the interest of deriving value from the investment and attaining sustainable operations of the software system. The following outline some of the key requirements to acquire, implement and support the software acquisition with a focus on schedule and costs.</p>	
1.1.6.1	<p><b><u>Software acquisition timelines/schedule -</u></b></p> <ul style="list-style-type: none"> <li>• Prospective suppliers/vendors should state project timelines from start to finish – the ZESA Group Performance &amp; Audit expect the entire project to be delivered within six (6) months from the contract award.</li> <li>• The work breakdown structure (WBS) should be clearly stated.</li> <li>• Prospective suppliers/vendors should state project stages, deliverables and associated costs</li> <li>• Prospective suppliers should state any specific requirements at any of the stages stated above.</li> <li>• Testing and signing off of key deliverables should be done in conjunction with end users of the software.</li> </ul>	
1.1.6.2	<p><b><u>Software installation, support and costs</u></b></p> <ul style="list-style-type: none"> <li>• The prospective supplier/vendor is expected to install the software on client computers</li> <li>• The prospective supplier/vendor is expected to train internal audit staff members in the use of the software – A total of 23 members are to be trained in a phased manner.</li> <li>• The prospective supplier/vendor is expected to train audit clients/auditees – A total of 15 members to be trained</li> <li>• The prospective supplier/vendor should state the mode and location of both training requirements</li> <li>• The software licence structure/framework should be stated.</li> <li>• Software licence renewal intervals should be stated</li> </ul>	





	<ul style="list-style-type: none"> <li>• The levels of software support in cases of breakdown should be stated</li> <li>• Turnaround times of software support should be stated.</li> <li>• Terms and conditions of software upgrades, patches and associated costs should be stated.</li> <li>• A comprehensive project cost schedule should be outlined that includes the following to forecast the total cost of ownership (training, software licence and renewals, upgrades, security patches)</li> </ul>	
1.1.7	<p><b><u>Other operating conditions and requirements of the software</u></b></p> <p>The audit management software should have its defence mechanisms and be secure so that it will not expose the ZESA Group to viruses and other malware. It should meet the following minimum operating conditions:</p> <ul style="list-style-type: none"> <li>• Auditable – the software should generate audit logs independent of the user.</li> <li>• Allows concurrent use of all the authorized users</li> <li>• Compatibility- compatible with client user operating systems (e.g. Windows 1x) and other software applications installed on logged-on machines or other devices</li> <li>• The proposed audit management software should <b>NOT</b> have conflict issues with anti-virus software and other office automation packages.</li> <li>• Testing of software patches before deployment is required</li> <li>• The software should allow interoperability with other associated software systems, e.g. Data analytics software, Business Intelligence (BI) systems, SAP ERP, Smartvend, Billing systems and all other business application systems within the ZESA Group and third parties, which run on major databases such as DB2, ORACLE, MySQL HANA etc</li> </ul>	

The detailed Technical Evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Bidders must complete column c or their tender will be rejected.

**Bidders are required to include Technical Literature to positively support the details provided in column c.**

Please note the Procuring Entity may carry out a site visit to the Bidders showroom as Due Diligence before award is confirmed.

**Declaration by the Accounting Officer**

I declare that the procurement is based on correct, clear and fair user technical requirements and bidder qualifications.

**Prepared by** :.....  
**Procurement Manager**

**Date** .....

**Certified by** :.....  
**Head: Group Performance & Audit**

**Date**.....

**Approved /Not Approved by**

<i>Name of Accounting Officer</i>	<i>DR S. Z. GATA</i>
<i>Position</i>	<i>EXECUTIVE CHAIRMAN</i>
<i>Procuring Entity</i>	<i>ZESA Holdings Private Limited</i>
<i>Signature</i>	
<i>Date</i>	



## **PART 3: CONTRACT**

# **CONTRACT AGREEMENT**

*{For completion with the authorised representative of the Procuring Entity following Notification of Contract Award.}*

### **Procurement Reference:**

THIS CONTRACT AGREEMENT is made the *[insert: date]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

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

WHEREAS the Procuring Entity invited Bids for certain Services, viz., *[insert brief description of Services]* and has accepted a Bid by the Contractor for the performance of those Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency]* (hereinafter called “the Contract Price”).

THE PROCURING ENTITY AND THE CONTRACTOR AGREE AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to below.
2. The following documents shall constitute the Contract between the Procuring Entity and the Contractor, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement;
  - (b) Special Conditions of Contract;
  - (c) General Conditions of Contract;
  - (d) Schedule of Requirements;
  - (e) The Contractor’s Bid Submission Sheet, List of Services and Price Schedule and Statement of Methodology, Work Plan and Schedule;
  - (f) The Procuring Entity’s Notification of Contract Award ;
3. This Contract Agreement 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 for the payments to be made by the Procuring Entity to the Contractor as mentioned below, the Contractor hereby agrees with the Procuring Entity to provide the Services and to remedy any defects in them in conformity with the Contract.
5. The Procuring Entity hereby agrees to pay the Contractor, in consideration for the performance of the Services and the remedying of any defects in them, the Contract Price or such other sum as may become payable under 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 Zimbabwe on the day, month and year indicated above.

**For and on behalf of the Procuring Entity**

Signed:	.....
Name:	
In the capacity of:	<i>[Title or other appropriate designation]</i>

**For and on behalf of the Contractor**

Signed:	.....
Name:	
In the capacity of:	<i>[Title or other appropriate designation]</i>



## General Conditions of Contract

Any resulting contract is subject to the Zimbabwe General Conditions of Contract (GCC) for the Procurement of Non-Consulting Services (copy available on the Authority's website) except where modified by the Special Conditions below.

## Special Conditions of Contract

Procurement Reference Number: .....

The clause numbers given in the first column correspond with the relevant clause number of the General Conditions of Contract.

GCC reference	Special Conditions
<b>GCC 3.6 and 8.1</b>	<b>Authorised representatives:</b> <ol style="list-style-type: none"> <li>1. The authorised representative of the Procuring Entity is <i>[names and contact details, including address for delivery of notices]</i>.</li> <li>2. The authorised representative of the Contractor is <i>{names and contact details, including address for delivery of notices}</i>.</li> </ol>
<b>GCC 7.4</b>	<b>Ineligible countries:</b> Nationals of the following countries are ineligible to be a Contractor or Sub-Contractor under this Contract. <i>[State none if no countries ineligible.]</i>
<b>GCC 18.1</b>	<b>Liquidated damages:</b> The rate of liquidated damages shall be <i>[State amount as a rate per day or delete if liquidated damages do not apply]</i> .
<b>GCC 19.1</b>	<b>Commencement of Services:</b> The date or period of time for commencement of services is <i>[state date or period of time]</i> .
<b>GCC 20.1</b>	<b>Completion of Services:</b> The date for completion of Services or the period within which the Services are required to be performed is <i>[state date or period of time]</i> .
<b>GCC 22.2</b>	<b>Contract price:</b> Costs specifically excluded from the Contract price are <i>[list excluded cost items]</i> .
<b>GCC 22.3</b>	<b>Payment schedule:</b> The terms of payment shall be <i>[State:</i> <ol style="list-style-type: none"> <li><i>i. For regularly performed services: the specified period (usually one calendar month) for which payment will be made for the total amount of Services performed during that period;</i></li> <li><i>ii. For single or occasional services: the time after completion (usually 60 days) within which payment will be made.]</i> </li></ol>
<b>GCC 23.1</b>	<b>Price adjustment:</b> <i>[State whether prices will be fixed for the Contract Period or any adjustment factor that shall apply.]</i>
<b>GCC 24.2</b>	<b>Payment procedure:</b> <i>[State any other documentation that must accompany the Contractor's invoice.]</i>
<b>GCC 28.1</b>	<b>Insurance to be taken out by the Contractor:</b> <i>[The risks and the coverage shall be as follows:</i>



GCC reference	Special Conditions
	<p>(a) <i>Third Party motor vehicle liability insurance in respect of motor vehicles operated in Zimbabwe by the Contractor or its Personnel or any Sub-Contractor or their Personnel, with a minimum coverage of [insert amount and currency];</i></p> <p>(b) <i>Third Party liability insurance, with a minimum coverage of [insert amount and currency];</i></p> <p>(c) <i>professional liability insurance, with a minimum coverage of [insert amount and currency];</i></p> <p>(d) <i>employer's liability and workers' compensation insurance in respect of the Personnel of the Contractor and of any Sub-Contractor, in accordance with the relevant provisions of laws of Zimbabwe, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</i></p> <p>(e) <i>insurance against loss of or damage to equipment purchased in whole or in part with funds provided under this Contract.</i></p> <p style="text-align: right;"><i>[Note: Delete what is not applicable].</i></p>
<b>GCC 30.1</b>	<p><b>Contract Administration Fee:</b> The Contract Administration Fee set out in Part V of the Fifth Schedule of the Regulations is due upon the signing of the Contract and the applicable Fee is \$ <i>[State applicable Fee or delete].</i></p>
<b>GCC 35.1</b>	<p><b>Performance Security:</b> <i>[State whether a Performance Security is required and, if so, the amount and form of such security, which must not exceed ten (10) percent of the Contract value.]</i></p>