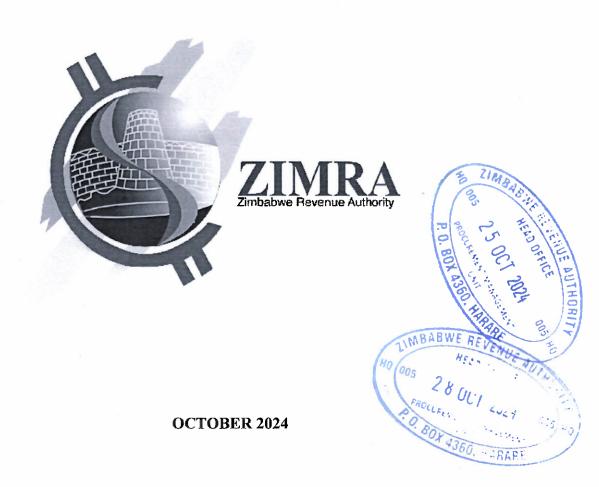
STANDARD BIDDING DOCUMENT

For the **Procurement of Non-Consulting Services**



Procurement Reference No:

Domestic Tender ZIMRA NCB 45/2024

Procuring Entity:

Zimbabwe Revenue Authority

Date of Issue:

25 October 2024

Closing Date:

08 November 2024

Time:

1000Hours



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Part 1: Bidding Procedures and Bid Submission Sheet

Part 2: Statement of Requirements

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PART 1: BIDDING PROCEDURES

References

The definitions used in the Public Procurement and Disposal of Public Assets Act [Chapter 22:23] ("the Act"), the Public Procurement and Disposal of Public Assets (General) Regulations (Statutory Instrument No. 5 of 2018) ("the Regulations") and the General Conditions of Contract for the Procurement of Non-Consultancy Services apply to this Standard Bidding Document. The Act and the Regulations govern the submission of Bids and should be read by all Bidders.

Procurement Reference Number: Tender ZIMRA NCB 45/2024 Preparation of Bids

You are requested to bid for the Provision of COBIT 2019 in the Statement of Requirements below, by completing and returning the following documentation:

- 1. The 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. Proof of supplier registration with the Procurement Regulatory Authority of Zimbabwe (PRAZ) 2024

- 5. A Bid Securing Declaration.
- 6. Copies of company registration documents
- 7. A copy of your company profile.
- 8. Valid Tax Clearance
- 9. Three (3) reference letters with direct experience for the similar services

10. SPOC Fees of USD 350. or equivalent

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. 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.

Number of bids allowed

No Bidder may submit more than one Bid, either individually or as a joint venture partner in another Bid, except as a subcontractor. Where the requirements are divided into lots and packages, 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 and should be sent through the eGP system.

Or via Email to procurement@zimra.co.zw

Such queries should be submitted within 5 days from the date of publication and responses to questions / queries will be made in writing to all prospective bidders at least 2 day before tender closing.

Pre-bid meeting

There is no pre-bid meeting for this tender.

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.

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 must 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;

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- 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 open to Microsoft Namibia only.

Validity of Bids

The minimum period that the Bidder's bid must remain valid is 90 days from the deadline for the submission of bids.

Submission of Bids

Bids must be submitted through the eGP System, 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 with correct details of the Bidder and the number of the Bid.

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

Date of deadline:	08 November 2024	Deadline Time:	1000Hours CAT
Submission address:	eGP System		
Means of acceptance:	Bids shall be submitted the Procurement (E-gp) System	-	ronic Government

Bid opening

Bidders will be allowed to witness the opening of bids on the closing day or receive the notification 2024 on the E-gp system when the tender is opened

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

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Bids and the expiration of the period of Bid validity specified by the Bidder or any extension of that period.

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.

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 Regulation and to confirm that the Bid is administratively compliant in terms of section 28(2) of the Regulation.
- 2. Technical evaluation to determine their substantial responsiveness to the specifications in the Statement of Requirements;
- 3. Financial evaluation determines the evaluated price of the Bid and the need for negotiation.

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

Currency

Bids should be priced in United States Dollars (US\$) and payment shall be in Zimbabwean Gold currency using the prevailing Interbank rate on the date of payment.

Award of Contract

The bid, after the 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 the 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

The Procuring Entity reserves the right to accept or reject any Bid 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 has 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 debarment and other 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 Price Schedule and Statement of Methodology, Work Plan and Schedule together with any other documents requested in Part 1. Any variation from the Statement of Requirements should be indicated in the Statement of Methodology, Work Plan and Schedule, otherwise you commit to complying fully with these Requirements.

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 should 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.

Procurement Reference Number:

Subject of Procurement:

Name of Bidder:

Bidder's Reference Number:

Date of Bid:

We offer to perform the services listed in the Statement of Requirements to the indicated specifications and standards, 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:

Signature		Name:
Position:		Date: /YY)
Authorised	l for and on behalf of:	10 S TOWN
Company	.,	O BB C REALER
Address:		S BWE TEVENUE AUTHO
		2 2 2 2 CT 2024
		32 ECT 2024

List of Services and Price Schedule

THE IMPLEMENTION OF ENTERPRISE GOVERNANCE OF INFORMATION AND TECHNOLOGY USING COBIT 2019 ZIMRA DOMESTIC TENDER 45/2024

Procurement Reference Number:	
Bidder's Name:	
Bidder's Reference Number:	

CURRENCY OF BID:

US\$

DESCRIPTION	QUANTITY	UNIT PRICE (US\$) INCL VAT	TOTAL PRICE (US\$) INCL VAT
THE IMPLEMENTATION OF ENTERPRISE GOVERNANCE OF INFORMATION AND TECHNOLOGY USING COBIT 2019 FRAMEWORK	1		

- Note 1: The description or quantity must indicate the unit of measure where relevant.
- Note 2: Unit and total prices must be for delivery through to the final destination stated in Part 1.
- Note 3: Include any additional costs, such as installation or commissioning.

Note 4: Bidders must state payment terms



PART 2: STATEMENT OF REQUIREMENTS

The following specific requirements for the Non-Consulting Services to be procured complement, supplement, or amend the provisions in the Bidding Procedures. Whenever there is a conflict, the provisions set out below prevail over those in the Bidding Procedures.

Technical Specification and Compliance Sheet

Name of Bidder:

Bidder's Reference Number:

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)]

A		В	C
Item description and full technical Specification required (including applicable standards		Item description and full technical Specification required (including applicable standards)	Confirm full specification of items offered by Bidder and compliance of items to detail in column b}
Item	QNTY	Description	
1. The implementation of enterprise governance of information and technology using cobit 2019 framework.		 Current IT and IT Governance environment assessment report Prioritised List of Governance & Management Objectives IT policies and procedures review and update Governance & Management Objectives Implementation Road Map Defining & Establishing a Fit for Purpose Governance System]: Defining & Establishing IT Governance Structures Decision Rights Defining IT Governance Structures Charters [terms of 	TIMBO BOWE REVISION HEADEN THE HE

relevance

- Defining & Establishing Job
 Descriptions to achieve the prioritised Governance & Management Objectives
- Designing, Building and
 Establishing an IT Governance
 Assessment Framework Part of continual improvement
- Training Governance & Management Assessors
- Certified in the Governance of Enterprise IT (Training) – CGEIT for Eight (8) personnel (Physical Classroom training)
- 1. Examination Preparation Course
- 2. Training Materials
- 3. Latest CGEIT Review Manual
- 4. Latest CGEIT Question & Answer Manual
- Foundation Familiarisation for IT, Business, Audit, Risk and ZIMRA Managers. Mixing the groups will lead to value adding sessions and provide great input into current IT and IT Governance environment assessment report which will also provide some insights and foresights into the list of prioritised governance and management objectives.
- Digital Transformation &
 Innovation [ICT] Governance for
 Management Committee] for the
 Board and or Senior Executives
 members, with the following
 objectives to equip Board and
 Executive with practical knowledge

	to:
	Develop a Digital and Innovation[IT] Road Map,
	 Understand their role in IT Governance and IT Strategy
	Establish Digital & Innovation [IT Strategy] Committee
	 Exercise their role in IT Modernization Strategy [Building Efficient and Effective Strategic and Operational Capabilities],
	Review and approve IT policies, processes and structures
	Direct, Evaluate and Monitor a Cyber Secure Business Environment
	 Define a Digital & Innovation Vision, Mission and Strategy
2. Trainer QUALIFICATIONS	Lead consultant should be an accredited COBIT Certified Assessor
	➤ Lead consultant should be Certified in the Governance of Enterprise IT (CGEIT)
	➤ The trainers must be COBIT Accredited
	Lead Consultant should have more than 5 Years' experience in IT Governance implementation and trainings which includes COBIT 2019 Foundation and COBIT 2019 Design and Implementation
3. WORK PLAN AND METHODOLOGY	Must provide the work plan and methodology for the COBIT Implementation

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O. BOX 1390

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 a & 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.

literature to positively support t	the details provided in col	umn c.
Declaration by the Accounting	g Officer	
M. GOVKA D	Dohn	25/10/2021
I declare that the procurement qualifications.	t is based on neutral and	fair technical requirements and bidder
Bid-Securing Declaration		
		he instructions indicated, where it has uring Declaration is a requirement of
Procurement Reference numb	er:	
Date:	year format)]	[date (in day, month and
Bidder's Reference Number:		
To: {full name of Procuring En	utity}	
We, the undersigned, declare the	nat:	
We understand that, according must be supported by a Bid-Sec		ions of your bidding documents, bids
	to be determined by the	ny contract with a Procuring Entity in Authority, if we are in breach of our
(a) we have withdrawn our	Bid during the period of	Bid validity; of S
(h) having been notified of	the acceptance of our B	id by the Procuring Entity during the

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period of bid validity, we fail or refuse to execute the Contract

Bid-Securing Declaration

Date:

appropriate)

partners to the Joint Venture that submits the Bid

Procurement Reference number:

Bidder's Reference Number:

To: {full name of Procuring Entity}

We, the undersigned, declare that:

{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}.

year format)]

We understand that, according to the terms and conditions of your bidding documents, bids nust be supported by a Bid-Securing Declaration.				
We accept that we may be debarred from bidding for any contract with a Procuring Entity in Limbabwe 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	d of Bid va	alidity; or		
(b) having been notified of the acceptance of or period of bid validity, we fail or refuse to ex-	•	• • •		
We understand this Bid Securing Declaration will entire when we receive your notification to us of twenty-eight days after the expiration of our Bid, when the expiration of the expiration of our Bid, when the expiration of t	f the name	e of the successful Bidder, or		
Signed	Name			
In capacityof:	Date:	(DD/MM/YY)		
Duly authorised for and on behalf of:				
Company				
Address:		\$ TIME		
Cornorate Seal (where	************	2 5 2 5		

{Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all the

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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.

Signed	•••••	Name	
In capacity of:		Date:	(DD/MM/YY)
Duly authoris	ed for and on behalf of:		
Company .		, • • • • • ¥ p • • • • • • •	
Address: .			***************************************
Corporate appropriate)	Seal (where		

{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

Part 3: Contract

CONTRACT AGREEMENT

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

Procurement Reference: Domestic Tender NCB 45/2024

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, wize linsert 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 Denail o	t the Procuring Entity	I
Signed:		Oos PRO
Name:		80 CURE 25 H
In the capacity of:	[Title or other appropriate designate	ation of 4360.
For and on behalf o	f the Contractor	HO 105 2 8 0C 5 2024 005 HO
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Signed:	
Name:	
In the capacity of:	[Title or other appropriate designation]



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: ZIMRA NCB 45/2024.

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

GCC reference	Special Conditions
GCC 3.6 and 8.1	Authorised representatives:
	1. The authorised representative of the Procuring Entity is [names and contact details, including address for delivery of notices].
	2. The authorised representative of the Contractor is {names and contact details, including address for delivery of notices}.
GCC 7.4	Eligible bidder: Microsoft
GCC 18.1	Liquidated Damages: Not applicable
	Liquidated Damages in terms of section 88 of the Act shall apply. In the case of delays in the delivery of goods, the Contractor will be liable to pay damages of 0.5% of contract price per week of delay up to a maximum of 10% of contract value. If 10% is exceeded, the contract may be cancelled
	NB. The contractor will not be charged liquidated damages when the delay in delivery or performance is beyond the contractor's control and is not caused by fault or negligence on the part of the contractor.
GCC 19.1	Commencement of Services: from Date of signing by the second party
GCC 20.1	Completion of Services: is two years from date of signing by the second party
GCC 22.2	Contract price: Costs specifically excluded from the Contract price are: N/A
GCC 22.3	Terms of Payment: The structure of payments shall be: Payment will be made Zimbabwean Dollars (ZiG)
GCC 23.1	Price adjustments: The following price adjustments are applicable. When the application of price adjustment would modify the initial price by more than twenty per centum or would modify the balance owing under the contract by more than twenty per centum, the procuring entity may terminate

GCC reference	Special Conditions
	the contract
GCC 30.1	Contract Administration Fee: The Contract Administration Fee set out in Part VI of the Fifth Schedule of the (General) Regulations as amended is due upon the signing of the Contract and the applicable Fee shall be communicated in due course
GCC 35.1	Performance security: not applicable

