

# RURAL ELECTRIFICATION FUND



## BIDDING DOCUMENT FOR THE PROVISION OF SAP MAINTAINANCE LICENCE FOR RURAL ELECTRIFICATION FUND(REF).

### COMPETITIVE DOMESTIC TENDER

TENDER NUMBER: REF/DOM/12/08/2021

CLOSING DATE: 16 SEPTEMBER 2021

CLOSING TIME: 1000HOURS

COST OF TENDER DOCUMENT: FREE

DATE OF ADVERT: 20 AUGUST 2021

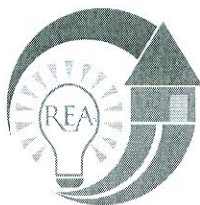
### SUBMISSION OF BIDS/TENDERS

All bids/tenders must be deposited in the Tender Box located at:

Rural Electrification Fund(REF)  
Room 713 7<sup>th</sup>Floor, Megawatt House  
44 Samora Machel Avenue  
HARARE  
ZIMBABWE



# RURAL ELECTRIFICATION FUND



DECLARATION BY THE ACCOUNTING OFFICER IN TERMS OF SECTION 19(2)(C) OF THE PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSETS REGULATIONS, 2018.

TENDER NUMBER: REF/DOM/12/08/2021

TENDER DESCRIPTION-PROVISION OF SAP MAINTAINANCE LICENCE.

## DECLARATION

The procurement for the tendered services is based on neutral and fair technical requirements and bidder qualifications.

Signed



J.V MASHAMBA  
CHIEF EXECUTIVE



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## 1.0 SCOPE OF SUPPLIES

This document is a Bidding Document(BD) for the provision of SAP maintenance Licence for REF.

The Technical Specifications section of this document outlines the technical specifications required for the tender.

## 2.0 TERMS AND CONDITIONS TO BE OBSERVED IN TENDERING

### 2.1 Terms and conditions

The tender and any contract shall be governed by the Public Procurement and Disposal of Public Assets Act (Cap 22:23) and Public Procurement and Disposal of Public Assets regulations,2018 as amended. Orders will be placed by and/or contracts entered into by and between the Rural Electrification Fund (REF) and the successful bidder after approval of the tender in whole or in part by Rural Electrification Fund (REF). REF shall not accept any liability for any order/contract(s) which does not bear the authentic signature of anyone of the authorized signatories at the time of placement of the order/contract. The authorized signatories are the Executive Director Finance, and the Chief Executive.

The Tenderer must acquaint himself/herself with the “**Terms and conditions to be observed in tendering**”. The Purchaser shall not be responsible for any misunderstanding of incorrect information however obtained except information given in writing by the Purchaser.

### 2.2 Cost of Tender

Bidders shall bear all costs associated with the preparation and submission of their bids.

REF will be not responsible or liable for any such costs incurred by the bidders, regardless of the outcome of the Tender Process.

### 2.3 Tender Documents

Suppliers are expected to examine carefully the whole tender document. Failure to furnish all the information required in the bid document or submission of Tender not substantially responsive to the said document in every respect will be at the Supplier's risk and will result in the rejection of the bid.



## **2.4 Tender Queries and Clarifications**

All queries regarding the tender shall be forwarded by the bidder in writing on duly signed company letterhead and emailed on the following email address: kchinembiri@rea.co.zw and buyer@rea.co.zw , not less than five(5) working days from the closing date of the tender. Clarifications/Responses pertaining to the queries received shall be uploaded on REF website address [www.rea.co.zw](http://www.rea.co.zw) on the notice board page. It shall be the responsibility of bidders to continuously check the website for such clarifications/queries responses. If a prospective tenderer sends a query less than the stated days above, the query may not be responded. Any neglect, delay or failure on the part of the Tenderer to obtain additional information on the above or any other matters, which the tenderer considers necessary, shall not relieve him/her from responsibility as a Tenderer. Only bidders facing challenges in receiving responses to their queries may call the Procurement Administrator on 0719 409 691.

## **2.5 Tender Responses**

Suppliers wishing to respond to the tender must submit three (3) copies of their responses, deposit a sealed envelope in the Tender Box situated at:

Rural Electrification Fund  
Room 713 7<sup>th</sup> Floor, Megawatt House  
44 Samora Machel Avenue  
Harare  
Zimbabwe

By not later than 10.00am on the advertised closing date. Prospective suppliers may attend the opening of tender at Megawatt House, 7<sup>th</sup> Floor on the above closing date and time.

## **2.6 Amendment of Tender Documents**

At any time prior to the deadline for the submission of the tenders, Rural Electrification Fund may for any reason whether at its own initiative or response to a clarification requested by a prospective supplier modify the tender document by amendment(s). Such amendment(s) will be notified in writing or by e-mail to all prospective suppliers, who have purchased the tender documents and these amendments will be binding on them.

## **2.7 Language**

The tenders and all relevant correspondence and documents exchanged between the Seller and Purchaser shall be written in English language.



## **2.8 Tender Validity Period**

**Tender validity period** is the **period** in course of which the supplier is bound by the **tender**, in relation to its content and conditions offered (price, execution time, guarantee, etc). Tender prices shall remain valid and fixed for a minimum of sixty (60) days period after the deadline from the date of submission of the tender. Bidders must state clearly in writing the price validity of their bid document.

## **2.9 Payment Terms and Conditions**

Rural Electrification Fund shall pay the winning bidder in local currency only.

## **2.10 Errors of Extension or addition**

The Rural Electrification Fund reserves the right to adjust arithmetical errors in the bid total price. Any adjustments made by the Rural Electrification Fund to a bid total price will be stated to the bidder prior to the acceptance of the bid, and will be made on the basis that the unit price is taken as correct and all extensions and additions will be adjusted accordingly. In such cases the effect will be that the total amount of the bid will be altered so that this amount agrees with the amount arrived at after the errors of extension or additions have been corrected

## **2.11 Delivery Period**

The successful bidder is expected to deliver the services within a period of six(6) weeks from the date contract signing/order.

## **2.12 Company Profile**

The company profile to include financial details such as Banking Institution Name; Branch; Town/City; Bank Account Number; Type of Account; Account Holder Name; and Sort/Swift Code. VAT registered companies to provide vat number. Provide full name of a person who is authorized to sign for and behalf of the company, cell phone number, email and physical address. Submit at least three(3) Trade Reference letters from customers where similar services were provided or goods supplied.



### **2.13 Bid Preparation**

The bid must be typewritten. Handwritten bids will not be accepted and will be rejected. Bids shall be properly spirally bound. A clearly labeled table of contents with correct page numbers or index must be provided on the second page of the bid document. Company name, tender number, tender description, closing date must be displayed on the cover page of the bid document.

### **2.14 Bid Bond/Security**

The Bid bond for this tender shall be ZW\$50,000.00 payable using the following options (S.I 5 of 2018 section 26):

#### **Option 1**

A certified bank cheque; or

#### **Option 2**

A bank guarantee; or

#### **Option 3**

A cash deposit to Procurement Regulation Authority of Zimbabwe (PRAZ)

**NB: If Option 3 is chosen please note that the Tenderer must pay a non-refundable Bid Bond/Bid security establishment fee of ZW\$12,000.00 to the Procurement Regulatory Authority of Zimbabwe in line with S.I. 219 of 2020 PART V item 2.**

The Bid Bond/Security shall be valid for sixty days after the closing date of this tender and the original proof of payment must be submitted together with the bid.

### **2.16 Companies owned by same person**

No bidder may submit more than one bid, either individually or as a joint venture partner in another bid, except as a subcontractor and 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.



### 3.0 EVALUATION CRITERIA

The evaluation criteria of the tender shall include the below listed requirements. Bidders who fail to comply with any of the clauses below shall be disqualified from the tender as their bid will not be compliant.

3.1 Technical specifications-Bidder must fully comply with the technical specifications provided in this tender.

3.2 Pricing format-Bidders shall use the following pricing format without fail.

Failure to use the correct pricing format may lead to disqualification:

No	ITEM DESCRIPTION	QTY	Price(USD) VAT Excl	Price(ZW\$) VAT Excl	VAT 14.5%	Total price(ZW\$) Incl VAT
1	Provision of SAP maintenance licence					

Exchange rate used:

Attach proof of exchange rate from the bank:

#### NOTE

- Dual pricing in terms of Statutory Instrument (S.I) 185 of 2020-Bidders must quote their bid prices both in USD and the RTGS currency using the prevailing exchange rate. **Bidders must state the exchange rate used.**
- Bids that use a non existent exchange rate shall be rejected as non compliant.
- Bidders must STATE the exchange rate used and ATTACH the proof of the exchange rate used. Attach proof from the bank without fail.
- Payment shall be strictly in local currency at the prevailing exchange rate.
- The ZW\$ prices shall be used for purposes of tender evaluation.
- Bidders MUST state clearly whether they charge VAT or not.
- All bidder should quote using the above format and failure to do so may lead automatic disqualification of the bid.

3.3 Bidders must attach the following company documents without fail:

- Certificate of incorporation
- Tax clearance certificate
- CR14
- CR6

3.4 Proof of registration with Zimbabwe Revenue Authority (ZIMRA) - in the form of a valid current tax clearance certificate ITF 263 and VAT registered companies in addition to submit VAT Certificate.

3.5 Proof of agency-Bidders must attach proof of value added reseller licence from SAP Germany.

3.6 Reference letters-Bidders must attach at least two reference letters from companies where the bidder has supplied SAP maintenance licence services successfully within the past three(3) years ONLY. The reference letters must not refer to work done more than three(3) years ago.



- 3.7 Bidders must attach proof of compliance with the bid bond requirements as per clause 2.14 of the RFP without fail. Failure to comply will result in disqualification of the bid.
- 3.8 Bidders must attach proof of Procurement Regulatory Authority of Zimbabwe(PRAZ) registration on a relevant category.
- 3.9 Bid validity of a minimum of 60 days is required. Bidder must clearly state a bid validity of 60 days.
- 3.10 Delivery period-Bidders must state their delivery period. However REF, requires the winning bidder to supply the SAP licence within a period of six weeks from date of order/contract only.  
must state that they shall deliver the service within six weeks period.
- 3.11 Tenders must be submitted in three (3) copies and the ORIGINAL” copy must be clearly marked.
- 3.12 The Bidders must attach with the bid documents a duly filled in and signed Declaration on Non-Engagement in Corrupt or Fraudulent Practices Form Annexure 2
- 3.13 The bidder must submit with the bid a duly filled in and signed attached Form of Tender Annexure 3.

#### **4 FINANCIAL INFORMATION**

All prices must be inclusive of costs required by the bidder to perform the contract as required. All VAT registered supplier must show VAT separately in their bid.  
**The tender shall be awarded to the lowest bidder to specification.**

#### **5 AWARD CRITERIA**

The tender shall be awarded to the lowest priced bidder to specification. Rural Electrification Fund will advise the successful and unsuccessful bidders in writing.

#### **6 CONTACTING THE PURCHASER**

Any effort by the bidder to influence REF in the tender evaluation, tender comparison, and contract award or order placement decisions will result in the rejection of the bidder's bid.

#### **7 CONFIDENTIALITY**

After the public opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of the contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of contract is announced. **No bidder shall contact the Purchaser on any matter relating to his tender, from the time of the tender opening to the time the tender is awarded.** Any bidder in possession of confidential tender information will be obliged to reveal the source of information and/or face disqualification of his/her tender.



## **8 CORRUPT OR FRAUDULENT PRACTICES**

Rural Electrification Fund requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign and submit together with the bid the attached form (Annexure 2), that states that she/he has not or will not be involved in corrupt or fraudulent practices.

Rural Electrification Fund will reject a proposal for award if it determines that the tenderer has engaged in corrupt or fraudulent practices in competing for the contract. A Tenderer who is found to have indulged in corrupt or fraudulent practices will be automatically disqualified.

## **9 SUBMISSION OF BIDS**

- 9.1 The tender must be enclosed in sealed envelopes, endorsed on the outside with the advertised tender number, the closing date and description of tender and must be sent by courier in time to be deposited or deposited in the Tender Box situated at, **Rural Electrification Fund, Room 713 7<sup>th</sup> Floor Megawatt House, 44 Samora Machel Avenue, Harare**, before 10.00 hours on the closing date notified.
- 9.2 Tenders which are properly addressed to the Procurement Administrator in envelopes with the advertised tender number, the closing date and tender description endorsed on the outside are not opened until the closing date and time.
- 9.3 **Note:** Tenders which are not received by the closing date and time whether by hand or by courier will be rejected as late tenders.
- 9.4 Tele-fax and e-mail bids are not accepted i.e. electronic bidding is not accepted.
- 9.5 Any tender submitted that does not fully comply with the above terms and conditions will be rejected without further consideration as will tenders received after the published closing date.
- 9.5.1 Bidders are required to adhere to the instructions regarding preparation and submission of tenders as those who do not comply will be disqualified.
- 9.6 Tenderers are free to attend and witness the public tender opening at the above captioned address. The opening ceremony shall be done on the tender closing date soon after the closing time.

## **10 RIGHT FOR ACCEPTANCE OR REJECTION OF ANY OR ALL BIDS**

***The Fund reserves the right to accept the whole or part of the tender. The Agency reserves the right to accept or reject any bid and to annul tendering process and reject all bids at any time prior to award of contract/order, without incurring any liability to the affected Tenderer(s) or obligations to inform the affected Tenderer(s).***



## **11 SCOPE OF WORK FOR THE TENDER**

### **INSTRUCTIONS TO BIDDERS**

The technical specifications are as per attached technical specifications document labelled Annexure 1. Bidders must clearly state the scope of work/technical specifications for the tender in their bidders. Bids with wrong or incomplete technical specifications shall be rejected as non-compliant.

### **Annexure 1**

## **DECLARATION ON NON-ENGAGEMENT IN CORRUPT OR FRAUDULENT PRACTICES** **FORM**

The Chief Executive  
Rural Electrification Agency  
6<sup>th</sup> Floor Megawatt House  
44 Samora Machel Ave  
P. Bag A250  
Avondale, Harare  
Zimbabwe

**TENDER NUMBER:** \_\_\_\_\_  
**TENDER DESCRIPTION:** \_\_\_\_\_

I \_\_\_\_\_ the undersigned (*Director of Company*)  
on behalf of \_\_\_\_\_ (*Name of Organisation*), do  
hereby declare that our organization has not been engaged in any corrupt or  
unethical practices during the subsistence of our organisation.

Name in Full \_\_\_\_\_

I. D. Number \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Annexure 2

**LETTER OF TENDER (TENDER FORM)**

NAME OF TENDER: PROVISION OF SAP MANTAINENCE LICENCE TENDER

Tender Number .....

TO: The Chief Executive  
Rural Electrification Fund ( REF)  
6<sup>th</sup> Megawatt House, 44 Samora Machel Avenue,  
Harare,  
Zimbabwe

We, [*insert name of Tenderer*], herewith enclosed Tender for selection of our firm as Contractor/Supplier for .....

We have examined the Conditions of Contract, Employer's Requirements, Schedules, the attached. Appendix and Addenda Nos \_\_ of the above-named Works. We have examined, understood and checked these documents and have ascertained that they contain no errors or other defects. We accordingly offer to design, execute and complete the Works and remedy any defects therein, in conformity with this Tender which includes all these documents and the enclosed Proposal, for the lump tender sum of: ZW\$\_\_\_\_\_

We agree to abide by this Tender until \_date\_/\_month\_/\_year\_ [i.e. \_\_\_\_\_ days from the tender opening date] and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix to Tender forms part of this Letter of Tender.

Unless and until a formal Agreement is prepared and executed, this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us. Our Tender is binding upon us and subject to the modifications resulting from pre-award contract negotiations.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

Duly authorized to sign tenders for and on behalf of \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

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Annexure "1"

## SAP MODULES AND MATERIAL CODES

Number of Users - 168

7003012 SAP Professional User X Named User 1 107

7003013 SAP Developer User X Named User 1 1

7003014 SAP Application Ltd. Prof. User X Named User 1 21

7003016 SAP Employee Self-Service User X Named User 1 100

7009103 SAP New Product Dev. + Intro. for CP X Portfolio budgets EUR 25 000 000 1

7009519 SAP Netweaver Folders Management X SAP Netweaver Records 10 750

7009525 SAP Contract Lifecycle Mgmt (SAP CLM) Contracts 500 1

7009706 SAP eRecruiting User X Named User 1 10

7010520 SAP Payroll Processing X Master Records 500 1

7011267 SAP ASE Runtime Edition SAV 1 1

7011380 BA&T SAP BOBJ BI, Edge ed. d. integr(usr User 1 2

7011638 SAP Extended Procurement X Spend Volumes EUR 1 000 000 2

7011657 SAP Collaborative Product Development X Participants 1 100

7017273 SAP Portfolio and Project Management X Revenue and Expenses EUR 25 000 000 1

ERP\_PACKAGE

SAP ERP Foundation Starter X Flat Fee 1 1