REQUEST FOR PROPOSAL

for

Selection of Consultant

Lump Sum contract

Table of Contents

Zambezi River Authority

R e q u e s t f o r P r o p o s a l

Issued on: 21 March 2016

for

Selection of Consultant

for the provision of the Project Management Consultancy services for the development and implementation of an Enterprise Resource Planning (ERP) system

Procurement Reference No: ZRA/ERP/03/2016

Client: Zambezi River Authority

Section 1. Letter of Invitation

21 March 2016

Dear Sir/Madam

1. The Zambezi River Authority, invites proposals to provide the following consulting services; the provision of the project management consultancy services for the development and implementation of an Enterprise Resource Planning (ERP) system. More details on the services are provided in the Terms of Reference.

2. A firm will be selected under Quality and Cost based selection (QCBS) and procedures described in this RFP, in accordance with the policies and procedures for the ZRA.

4. The RFP includes the following documents:

   Section 1 - Letter of Invitation
   Section 2 - Instructions to Consultants (including Data Sheet)
   Section 3 - Technical Proposal - Standard Forms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 - Terms of Reference
   Section 6 - Standard Form of Contract

Yours sincerely,

LANGTON PFAIRA

PROCUREMENT MANAGER

Section 2. Instructions to Consultants

Instructions to Consultants

Definitions

(a) "Client" means the Zambezi River Authority (ZRA) with which the selected Consultant signs the Contract for the Services.

(b) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.

(c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) "**Data Sheet**" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.

(e) "Day" means calendar day.

(f) "Government" means the government of the Republic of Zambia and Zimbabwe.

(g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.

(h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.

(i) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Zambia and Zimbabwe; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile in the Republic of Zambia and Zimbabwe

(j) "Proposal" means the Technical Proposal and the Financial Proposal.

(k) "RFP" means the Request For Proposal to be prepared by the Client for the selection of Consultants.

(l) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(m) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.

(n) "Terms of Reference" (TOR) means the document included in the

RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

1.1 The Client named in the **Data Sheet** will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the **Data Sheet**.

1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the **Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the **Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

1.6 The ZRA requires that Consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

(i) A firm that has been engaged by the client to provide goods, works or services and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

Conflicting assignments

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

Unfair Advantage

1.6.4 If a shortlisted Consultant could derive a competitive advantage for having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

1.7 It is the policy of the ZRA to require consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of contracts.[1] In pursuance of this policy, the Client:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[2];

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation[3];

(iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the

[1] In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

[2] "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes ZRA staff and employees of other organizations taking or reviewing selection decisions.

[3] A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

actions of another party[4];

(iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[5];

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Client investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under paragraph 1.7.1 below.

(b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will sanction a firm or an individual at any time, in accordance with prevailing procedures, including by publicly declaring such firm or individual ineligible for a stated period of time: (i) to be awarded a public contract, and (ii) to be a nominated sub-consultant[b], sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a contract.

1.7.1. In further pursuance of this policy, Consultants shall permit the Client to inspect their accounts and records

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[4] "Parties" refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

[5] "Party" refers to a participant in the selection process or contract execution.

[b] A nominated sub-consultant, supplier, or service provider is one which either has been (i) included by the Consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the Consultant's proposal for the particular services; or (ii) appointed by the Client.

and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Client.

1.7.3 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

1.7.4 The Client commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the proposal for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Client obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Zambia or if there be a substantive suspicion in this regard, he will inform the relevant authority (ies) and in addition can initiate disciplinary actions. Furthermore, such proposal shall be rejected.

Eligibility 1.8 (a) A firm or individual that has been sanctioned by the ZRA in accordance with the above clause 1.7 shall be ineligible to be awarded a contract, or benefit from a contract during such period of time as determined by the ZRA.

(b) A consultant that is under a declaration of ineligibility by the ZRA in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.

(d) Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

Eligibility of Sub-Consultants 1.9 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility policy of the Client.

Origin of Goods 1.10 Goods supplied and Consulting Services provided under the

and Consulting Services

Contract may originate from any country except if:

(i) as a matter of law or official regulation, the Republic Zamba and Zimbabwe prohibits commercial relations with that country; or

Only one Proposal

1.11 Shortlisted Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to only one proposal.

Proposal Validity

1.12 The **Data Sheet** indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. However should the need arise, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the **Data Sheet** before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 (a) The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English.

(b) Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the **Data Sheet**. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the **Data Sheet**, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(d) Documents to be issued by the Consultants as part of this assignment must be in English. It is desirable that the firm's Personnel have a working knowledge of English.

Technical Proposal Format and Content

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The **Data Sheet** indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

(a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

(ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.

(b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).

(ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).

(c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

(e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

(g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the **Data Sheet** specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall **not** include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the **Data Sheet**. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Consultant, other than Zambia nationals, may be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the **Data Sheet** if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

3.8 Consultants, other than Zambia nationals, may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in Kwacha if so indicated in the **Data Sheet**.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

4.2 An authorized representative of the Consultants, **as specified in the Data Sheet** shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial

Proposals shall be marked "ORIGINAL".

4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the **Data Sheet**. All required copies of the Technical Proposal are to be made from the original. If there is any discrepancy between the original and the copies of the Technical Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the **Data Sheet**) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Procurement reference number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** 14 APRIL 2016, AT 1430HRS". The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the **Data Sheet** and received by the Client no later than the time and the date indicated in the **Data Sheet**, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

5.2 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

Financial Proposals for QBS

5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)

5.4 After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

5.5 Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request.

5.6 The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to the United States Dollar rates, prevailing on the deadline for submission of proposals.

5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be 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) indicated in the **Data Sheet**: S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.

5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

6.1 Negotiations will be held on the date and at the address indicated in the **Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations, which will be signed by the Client and the Consultant.

Financial negotiations 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In case of Quality and Cost Based Selection, Fixed-Budget Selection, or the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

Availability of Professional staff/experts 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

Conclusion of the negotiations 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7. Award of 7.1 The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in

Contract

the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for award, subject to satisfactory conclusion of negotiation.

7.2 For contract above the prescribed threshold, the Client shall notify the selected Consultant of its intention to award the contract and shall simultaneously notify all other short listed consultants of its decision.

7.3 For contracts not exceeding the prescribed threshold, the client shall issue the Letter of Award.

7.5 After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

7.7 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

8. Confidentiality

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the publication of award.

Instructions to Consultants – Data Sheet

Paragraph Reference	
1.1	Name of the Client: Zambezi River Authority Method of selection: Quality and Cost based selection (QCBS)
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes Name of the assignment is: provision of the project management consultancy services for the development and implementation of an Enterprise Resource Planning (ERP) system
1.3	A pre-proposal conference will be held: No The Client's representative is: Ambrose Navhaya Address: Kariba House, 32 Cha Cha Cha Road, Lusaka, Zambia Telephone: +260 211 227970/3 Email: navhaya@zaraho.org.zm
1.4	The Client will provide the following inputs and facilities: Refer to ToRs
1.6.1	The Client envisages the need for continuity for downstream work: No
1.14	Proposals must remain valid 90 days after the submission date.

2.1	Clarifications may be requested not later than 7 days before the submission date. The address for requesting clarifications is: E-mail: pfaira@zaraho.org.zm
3.3 (a)	Shortlisted Consultants may associate with other Consultants: Yes
3.3 (b)	The estimated number of professional staff-months required for the assignment is: **24 months**

3.4	The format of the Technical Proposal to be submitted is: Full Technical Proposal
3.4 (g)	Training is a specific component of this assignment: **No** (*training will be provided by the system vendor*)
3.6	(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services; (6) cost of printing and dispatching of the reports to be produced for the Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not

	covered in the foregoing.
3.7	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes If affirmative, the Client will: (a) reimburse the Consultant for any such direct taxes paid by the Consultant on its remunerations: [*No*]; or
	(b) pay such taxes on behalf of the Consultant: [*No*] (local Consultants will be subject to all taxes payable and should therefore submit their financial proposals inclusive of taxes.)
3.8	Consultant to state all costs in **United States Dollars**: Yes
4.2	*Power of Attorney :**Yes***
4.3	Consultant must submit **the original** and **3 copies** of the Technical Proposal, and the original of the Financial Proposal and 3 copies.
4.5	The Proposal submission address (s) is: **Zambezi River Authority, Kariba House, 32 Cha Cha Cha Road, Lusaka, Zambia. 5th Floor, Registry Office. Phone: 0211 227970/73** **Zambezi River Authority, 4th Floor Club Chambers Building, Cnr Nelson Mandela/3rd Street, Harare, Zimbabwe. Phone: 04-704031/6** Proposals must be submitted not later than the following date and time:___ **1430hrs on 14 April 2016**

5.2 (a)	Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are {Ref: Technical Forms}:

		Points
(i)	Specific experience of the Consultants relevant to the assignment:	[*10*]
(ii)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	
	a) Technical approach and methodology	[*20*]
	b) Work plan	[*5*]
	c) Organization and staffing	[*5*]
	Total points for criterion (ii):	**[*40*]**
(iii)	Key professional staff qualifications and competence for the assignment:	
	a) Lead Consultant	[*20*]
	b) Information Systems Expert	[*20*]
	c) Business Management/Reengineering Expert	[20]
	Total points for criterion (iii):	**[*60*]**

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three subcriteria and relevant percentage weights:

1)	Qualifications	[*40%*]
2)	Adequacy for the assignment	[*60%*]
	Total weight:	100%

Total points for the THREE criteria: 100

The minimum technical score St required to pass is: **80** Points

5.2 (b)	Criteria, subcriteria, and point system for the evaluation of Full Technical Proposals are: Refer to 5.2 (a)
5.7	The formula for determining the financial scores is the following: Sf = 100 x Fm / F, in which 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 and Financial Proposals are: T = *0.8*, and P = *0.2*
6.1	Expected date and address for contract negotiations: TBC
7.5	Expected date for commencement of consulting services: 7 days after signing of Contract.

Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1: Technical Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir/Madam:

(a) We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope[1].

(b) We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

(c) If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

(d) We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.5 of the Data Sheet.

(e) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:

i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Client's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii. We shall not enter with other Consultants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

iii We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such consultant.

(g) We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: ______________________
Name and Title of Signatory: ______________________
Name of Firm: ______________________
Address: ______________________

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[*Provide here a brief (5-10 pages) description of the background and organization of your firm for this assignment. Firm should demonstrate capability of having carried out similar work on at least 1 similar assignments in the last 7 years]*

B - Consultant's Experience

[*Using the format below, provide information on each assignment for which your firm, was legally contracted for carrying out consulting services similar to the ones requested under this assignment. Provide at least 1 traceable reference(s)]*

Assignment name:	Approx. value of the contract (in current US$ equivalent):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Nº of staff-months of the assignment:
Address and Phone & Cell Numbers:	Approx. value of the services provided by your firm under the contract (in current US$ or equivalent):
Start date (month/year): Completion date (month/year):	Nº of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: ____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A - On the Terms of Reference

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activities you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal. Use around 1-3 pages.*]

B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc. Use 1to 2 pages.*]

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology for the assignment.

Suggested structure of your Technical Proposal

a) Technical Approach and Methodology
b) Work Plan
c) Organization and Staffing

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. .

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones. The work plan should be in MS Project Format.

c) ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts, and relevant technical and administrative support staff.}

Form TECH-5: Team Composition and Task Assignments

Professional Staff				
Name of Staff		Area of Expertise	Position Assigned	Task Assigned

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: ________________

2. **Name of Firm** [*Insert name of firm proposing the staff*]: ________________________________

____

3. **Name of Staff** [*Insert full name*]: ____

4. **Date of Birth**: _______________________**Nationality**: ___________________________

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: ________________________________

____

6. **Membership of Professional Associations**: ____________________________________

____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: ____

____

8. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]:_____

____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: ____

____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [*Year*]: ____ To [*Year*]: __________

Employer: ____________________________

Positions held: ________________________

11. Detailed Tasks Assigned	**12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**
[*List all tasks to be performed under this assignment*]	[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*] Name of assignment or project: ____________ Year: ____________ Location: ____________ Client: ____________ Main project features: ____________ Positions held: ____________ Activities performed: ____________

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

____ Date: ____________

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: ____

Form TECH-7: Staffing Schedule – N/A

N°	Name of Staff	Staff input (in the form of a bar chart)[2]													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field[3]	Total
Foreign																	
1		*[Home]*															
		[Field]															
2																	
3																	
n																	
										Subtotal							
Local																	
1		*[Home]*															
		[Field]															
2																	
n																	
										Subtotal							
										Total							

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
3 Field work means work carried out at a place other than the Consultant's home office.

Full time input
Part time input

Form TECH-8 Work Schedule

N°	Activity[1]	Months[2]												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

Form FIN-1: Financial Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir/Madam:

(a) We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the lump sum of [*Insert amount(s) in words and figures*[1]] excluding taxes. This amount is exclusive of the local taxes. The estimated local tax amount is[*Insert amount(s) in words and figures*] .

(b) Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 of the Data Sheet.

(c) Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below[2]:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

(d) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:

i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Client's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii. We shall not enter with other Consultants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

iii We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such consultant.

(e) We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: ______________________________
Name and Title of Signatory: ______________________________________
Name of Firm: ____
Address: ____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2: Summary of Costs

Item	**Costs**
	United States Dollars
Total Costs of Financial Proposal [2]	

1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.

2 Indicate the total costs, net of local taxes, to be paid by the Client. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3: Breakdown of Costs by Activity[1]

Group of Activities (Phase):[2] ______________________________ ______________________________	Description:[3] ____ ____
Cost component	**All Costs in United States Dollars**
	US$
Remuneration[5]	
Reimbursable Expenses [5]	
Subtotals	

1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.

3 Short description of the activities whose cost breakdown is provided in this Form.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.

5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4: Breakdown of Remuneration[1] (Lump-Sum)

Name[2]	Position[3]	Staff-month Rate[4]
Foreign Staff		
		[*Home*] [*Field*]
Local Staff		
		[*Home*] [*Field*]

1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
4 Indicate separately staff-month rate and currency for home and field work..

Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)

N°	Description[1]	Unit	Unit Cost[2]
	Per diem allowances	Day	
	International flights[3]	Trip	n/a
	Miscellaneous travel expenses	Trip	
	Communication costs between [*Insert place*] and [*Insert place*]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	n/a
	Use of computers, software		
	tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel [4]		

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
2 Indicate unit cost and currency.
3 Indicate route of each flight, and if the trip is one- or two-ways.
4 Only if the training is a major component of the assignment, defined as such in the TOR.

Section 5. Terms of Reference

TERMS OF REFERENCE (ToRs) PROVISION OF PROJECT MANAGEMENT CONSULTANCY SERVICES FOR THE DEVELOPMENT AND IMPLEMENTATION OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

Table of Contents

1.0 PROJECT BACKGROUND AND MOTIVATION

Zambezi River Authority (ZRA) is seeking to modernize its Information Communication Technology (ICT) systems while reducing cost of operations by automating its business. This is to enable the Authority connect its business activities across departments so that everyone is working with the same information and processes. The integrated system implementation envisages streamlining and improves the efficiency of operations as it saves time and money by standardizing and automating many business processes while eliminating manual time and effort.

1.1 OBJECTIVES OF THE PROJECT

The objectives of the project include:

a) Business systems requirements definition that will leverage information by maximizing efficient and effective utilization of available information resources so as to improve the decision making process.
b) To acquire and install an ERP system that seamlessly integrates information across all organization's business processes.
c) To acquire an ERP system that is secure and able to protect the investment of shareholders whilst making it possible for reports to be published using the system.

1.2 EXPECTED ERP MODULES TO BE IMPLEMENTED

Some of the expected modules in the system to be installed in order to achieve the above objectives are:

i. Stakeholder Relations Management
ii. Accounting and Financial Management (AFM)
iii. Payroll/Human Resources Management (PHRM)
iv. Integrated Stock/Inventory Management & Procurement System (SMS)
v. Plant/Equipment Maintenance
vi. Fleet Management
vii. Management Information System (MIS) and Enterprise Business Intelligence (EBI) solution
viii. Associated Work Flow Processes
ix. Integrated Project Management
x. Integrated Case Management
xi. Document Management
xii. Integration of the ERP with specialized engineering packages that cannot be catered for by the solution.
xiii. Integrated Water Resources and Environmental Management

xiv. Hydrological Management

In order to achieve the aforementioned the services of a Project Management Consultancy firm are required to assist the Authority in coming up with Information System requirements that cater for all the organization's processes including new requirements if any as a result of the ZRA environment scan done.

2.0 SCOPE OF THE ASSIGNMENT

The scope of the assignment is to assist and guide ZRA in business systems requirement definition, acquisition and implementation of an Integrated Enterprise Resource Planning (ERP) Information Systems solution that conforms to best Industry practice. The ERP System should be able to meet all of ZRA's Business Information requirements while ensuring that there is proper alignment of the organization's Business processes and Information system needs.

3.0 TERMS OF REFERENCE FOR THE PROJECT MANAGER

The specific responsibilities of the Consultant will be as follows:

i. Analyze current systems currently installed and recommend on the most suitable deployment plan or strategy or complete removal of the same.
ii. Review, and assess all relevant Business work flow processes and suitability of the same, Identify and Re-engineer all relevant Business processes to suit the environment created by the introduction of the new Business systems.
iii. Compare existing Business practices with Industry Best practices and identify new methods that would enhance the Business processes and result in viability and relevance of the Information Systems with the view of achieving measurable improvements in business process efficiency and increased productivity, based on Industry Best practices in the water industry. Thus the consultant will engage all the respective departments for process conceptualization.
iv. Document the adopted Business work flow processes/standards
v. Recommend and guide the best economically viable Integration approach of the New with the old Information systems where applicable.

vi. Recommend and guide the Authority with regard to associated Change Management and detailed training issues arising from Information Systems Project implementation of such a nature.
vii. Carry out a detailed review of the ERP systems available on the market, noting the pros and cons of each system and recommend to ZRA three possible options before going to tender.
viii. Preparation of the Terms of Reference, tender documents and draft contract including designs and specifications for the supply, installation, training and commissioning of the Integrated Business Information Systems and also coming up with detailed business requirements definition documents for the different departments and sections.
ix. Assists in responding to queries during the tendering process
x. Assists in the evaluation and production of an evaluation report with a recommendation of the most technically responsive and economical vendor.
xi. Assist ZRA during the contract negotiations and taking of minutes of the meeting.
xii. Review and recommend for approval of the accepted vendor's detailed designs prior to shipment of equipment by the vendor.
xiii. Contract management and supervision during the implementation of the new Business Information systems.
xiv. Quality Assurance of the project.
xv. Coming up with a rollout plan after a thorough review of the Authority's workflow processes and systems currently in use.
xvi. Recommending the structure and composition of the Internal Project Team together with team member roles and responsibilities.
xvii. Provide a detailed Description of Approach, Methodology and Work Plan for Performing the Assignment.
xviii. Holding Monthly review meetings with the Project team and the Project steering committee.
xix. Review Training programs recommended by vendors and recommend the most suitable ones for ZRA.
xx. Prepare a post implementation framework, highlighting issues which needed to be considered and looked out for in vendor post implementation agreements

4.0 SCOPE OF THE PROJECT

The project will include business information systems requirements definition, acquisition and deployment in the main Authority's offices namely Kariba House –

Lusaka, Kariba Admin, Kariba Hydro and Harare offices. Currently the Authority has various systems in use depending on location and section.

The project will be executed as outlined below;

Phase I: Employment of the Project Manager

- Employment of Project Management Consulting firm.

Phase II: System Audit and Business Information Systems requirements definition

- Inspection and analysis of the current ICT systems deployed within ZRA.

Phase III: Acquisition and Implementation

- Acquisition of the ERP system.
- Deployment.
- Training (End user training and ICT System Administration training).

Phase IV: After Sales Support by the Vendor

- Support for the system after deployment to cater for faults, patches and licensing of the software.

4.1 CURRENT INFORMATION SYSTEMS AT ZRA

The following is the high-level description of the current systems with ZRA, detailed overview will be developed when the consultant comes onsite:

DEPARTMENT	SECTION	SYSTEMS IN USE	LIMITATIONS /THREATS
FINANCE	Finance	1.) SUN Accounting System	i.) Only accessible at the Head Office but plans underway to decentralise the system to the other Authority's offices ii.) Accurate reporting is compromised iii.) Reports from the Payroll systems are manually fed into the Accounting system. iv.) No inbuilt bank reconciliation module in the system
		2.) Paynet Payroll-Zimbabwe	i.) Its sitting on a Desktop computer and the authority runs the risk of

				losing data after a system crush
		3.) Micropay –Lusaka	ii.)	Its sitting on a Desktop computer and the authority runs the risk of losing data after a system crush
CORPORATE SERVICES	Human Resource and Admin	No System in Place	i.) ii.)	All risks associated with manual operations . Manual filing in place the registry section and hence document retrieval a problem .
	Procurement	No System in Place	i.)	All risks associated with manual operations
	PR	No System in Place	i.)	All risks associated with manual operations
	Legal	No System in Place	i.)	All risks associated with manual operations
Projects &Dam Safety	Dam Safety	Helmert CONDOR SURPAC Map infor Drawing Office -AUTO CAD	i.)	All these are PC based systems and backup is not guaranteed.
	Dam Maintenance	AMPRO System	i.) ii.) iii.)	PC based and only accessible on one computer It has an access database and it is running on discontinued Microsoft Products XP and Windows 2000. Backup is not guaranteed
	Projects	Microsoft Project	i.) ii.)	PC based Budget tracking a problems as it's not linked to the financial Management System

Water Resources and Environmental Management	Water Resources	No system in place	i.)	All risks associated with manual operations
	Hydrology	Hydstra – Hydrological Database Software	i.)	PC Based
		Mike Basin – Hydrological Modelling Software	ii.)	PC Based System
	ICT	Network	i.)	Wan optimisation needed, the offices are currently linked with 1MB fibre backbone links in the two countries supplied by liquid Telecomms
		Microsoft Office	i.) ii.) iii.)	Single licencing option and the licence dies with the machine. Another licence needs to be bought once a machine crushes. No product upgrade and support under this scheme and leads to underutilisation of Systems
		Security	i.) ii.)	Other than the antivirus the network is open to threats No network controls in place
		Email	i.) ii.)	Not stable No remote management by ZRA hence ownership is limited and we have to be 100% on service provider.

4.2 BRIEF DESCRIPTION OF THE ERP COMPONENTS

Below is a brief description of the ERP system modules to be implemented.

a. Stakeholder Relations Management

The objective of the Project under this component is complete automation of the whole process. The new system shall include enhanced features that are expected of a truly modern SRM (Customer Relations Management) system that can assist ZRA Management to appropriately handle stakeholder expectation in a globalised market. The features expected include:

i. A SRM interface system to satisfy requirements of the Customer service operations interface to allow for satisfactory interaction with clients and stakeholders.
ii. A customer care and query tracking system
iii. Sufficient and flexible Report generation tools at both general user and system-user levels.
iv. Flexible tools for establishing workflows according to Industry Best practice.
v. Friendly Graphical user interface with menu guides and prompting to assist users execute workflows with fewer errors.

b. Accounting and Financial Management (AFM)

Under this component, the project seeks to carry out complete overhaul of the software with a new and proven one. The Database and Hardware will be shared between the CIS and AFMIS systems, as the two are better and more economically implemented as one core system. Amongst other things, the new AFMIS is expected to achieve the following:

i. Provide Debtors' Ledger system and information for Energy Sales data
ii. Handling Accounts Receivable/ Payable
iii. Improved financial planning and forecasting
iv. Treasury Management and Reduced cost of finance
v. Budget Input interface,
vi. Optimizing the planning and performance management cycle
vii. Generate output Reports:

a) Trial Balance
b) Operating Statements
c) Capital Works in Progress (CWIP)
d) Balance Sheet etc.

viii. Facilitate creation of Creditors' module and provide link with Stock Management & Procurement System for Goods & Material costing.
ix. Ease of access to finance data for improved efficiency.
x. Automated bank reconciliation .

c. Payroll & Human Resources Management (PHRM)

This project component involves the establishment of a Payroll Human Resource module. The current systems are limited to employee salary purposes. Other deficiencies identified include, but not limited to:

i. The use of two different payroll systems for the two countries (Zambia and Zimbabwe).
ii. The systems are currently pc instead of server based.
iii. Integration to other (modern) applications is currently none existent due to incompatibility of systems.
iv. Reports from the salary system are posted manually into the AFMIS.

The objectives under this component include:

i. Implement modern and sustainable Payroll system to cater for employee salaries.
ii. Implement a Human Resource Management system and accurate database that will assist the corporation manage all Human Resource associated functions including:
   - Track staffing levels and flag/report deficiencies
   - Create/Store/administer basic employee Records
   - Storage of organization charts
   - Recruitment Procedures
   - Employee Performance Reviews
   - Career Path Progression charting

- Strategic Development budget projections for Human Capital Resources including Training needs and aligning employee objectives with the company's strategic goals
- Deploying the right people to implement strategic company initiatives
- Store & manage employee Job descriptions
- Organizational policies & Code of Conduct
- Official forms for employee use
- Systematic and Guided work process flows for critical employee issues/events e.g. Recruitment processes, Resignations, Disciplinary action etc.-and providing event tracking, and flagging to relevant functionaries, for follow-up
- Leave applications and tracking,
- Document management
- Management of Employee welfare including:
  - Environmental/Health Hazard issues
  - Employee Safety issues
  - Group Life Insurance data
  - Pensions Management
  - Tracking all relevant Human Resource costs, coding and relevant outputs/links to Ledger in Financials module.

d. Integrated Procurement and Stock /Inventory Management

This project component involves the possible integration of the Stock Management & Procurement system. The current stock control system is manual and does not fully integrate with AFM system.

Hence it will be essential to ensure that the new SMS is integrated in the framework of the new BIS including Asset Register Management. Some of the features expected to be included are:

i. Automated Procurement cycle from requisition to Payment.
ii. Modern Stock Management Database for tracking materials levels & utilization.
iii. Leveraging Competitive pricing by tracking database of potential suppliers in the sourcing process.
iv. Linking to AFM module Ledger for costing purposes.
v. Receiving Supplied Materials.

vi. Generating Goods Received Note for Accounts Payable.
vii. Catalogue Ordering.
viii. Issuing of Materials.

e. Plant and Equipment Maintenance (PEM)

This component is expected to address the following issues:

i. Asset Management Register
ii. Efficient planning tools
iii. Geographical Information System module (GIS) for identifying location of Plant/assets
iv. Scheduling of maintenance activities
v. Work order processing/Assignment
vi. Use of Hand Held devices for Work Management
vii. Asset Life cycle data
viii. Integration with AFM Ledger and SMS for maintenance material and equipment costs as well as access to stocking information
ix. Overall Cost Control
x. Security and Safety issues

f. Fleet Management (FM)

There is need to implement an information system that can keep track of the following data for vehicles:

i. Vehicle Asset Register
ii. Insurance and Licensing status
iii. Vehicle Life cycle (e.g. Accident/Repair) historical data
iv. Maintenance schedules
v. Maintenance history
vi. Driver Licensing and history
vii. Fuel Costs per vehicle
viii. Other vehicle Costs accrued over time
ix. Workshop Management features
- Parts Inventory control
- Maintenance Cost tracking and control
- Job sheets

- Supplier Management

g. Management Information System (MIS) and Enterprise Business Intelligence (EBI)

The purpose of this project component is therefore to provide tools to management at all levels to allow access to critical information at the desktop in an appropriate form and timely manner, for intelligent decision-making. This will require an MIS that integrates the information from all components (in the phases described above) to provide a truly integrated Business Information System.

This is expected to include the following:

i. Integrated report Interface
ii. Information flow interface
iii. Business analytics
   - Integrated Data warehousing and associated data marts
   - Strategy review statistics
   - Splicing and dicing to present what if scenarios for planning
   - Enhanced Reporting and analysis capability to all employees
   - Monitoring Key Performance Indicators (KPI) and other success factors using internal and external benchmarks

h. Integration with Specialised Engineering Applications

The Authority has among its processes some, which cannot be easily accomplished by an ERP deployment and will need integration .As such the project manager will lead in the proper integration of the same so that their information is available to key decision makers

5.0 DELIVERABLES FOR THE ASSIGNMENT (OUTPUTS)

The ERP project is expected to take about 30 months to be executed, and implementation may start early October 2016. However, the services of the Project Management Consulting firm will be require for a period of 24 months.

The reporting obligations for the Project Management Firm during the engagement period are as outlined below;

Reporting Requirements
The following outputs and reports will be submitted during the execution of the contract:

5.1 Inception Reports

a) **Draft Inception Report**

This will be submitted four (04) weeks from the contract commencement date and will cover the following:

- An appreciation of the current systems
- Consolidated User requirements.
- Architecture, hierarchy and processes for the agreed Integrated Business Information Systems.
- Recommendations and guidelines for implementing the re-engineering or change management processes required in the corporation arising from the agreed Integrated Business Information Systems to be implemented.
- Overall implementation program for the project.

b) **Final Inception Report**

5.2 Systems Evaluation Reports

a) Draft evaluation report on ERP systems available on the market, noting the pros and cons of each system and recommend to ZRA three possible options before going to tender.
This will be submitted six (06) weeks after contract commencement date.

b) Final Report

5.3 TORS and Tender Documents for ERP Systems Acquisition

a) Draft TORs and Tender document for systems acquisition including designs and specifications for the supply, installation, training and commissioning of the Integrated Business Information Systems
This will be submitted seven (07) weeks after contract commencement and will cover the following.

b) Final ToRs and tender document

5.4 *Tender Evaluation Report*

Evaluation Report for submitted bids (within three weeks after tender closure)-This will be done by both ZRA and the Project Management Consultancy Firm

5.5 Contract negotiations

a.) Draft minutes of contract negotiations.
b.) Final minutes of contract negotiations
c.) Final Negotiated Contract

5.6 Prepare acceptance Reports for different modules during implementation

The reports shall cover among others, functionalities, the system processes, hierarchy, architecture, reports generation, security features, etc.

5.7 Monthly Reports

Covering the progress of the project including the schedule, constraints and recommended remedies, etc.

5.8 Final Completion Report

As in (5.6) above but after taking into account ZRA's comments

6.0 DESIRED QUALIFICATIONS (FIRM & EXPECTS):

(i) **Firm Experience**

The company should be an ICT consulting firm or Chartered Financial firm with specific experience in ERP project deployments and implementation preferably in multinational institutions. The firm should have at least ten (10) years' experience in managing ERP project deployments and implementation with at least one (1) project having been successfully completed in the last 7 years. Include at least one (1) contactable Client reference (s) in the last seven (7) years clearly noting the contact persons, phone numbers, start and end date of the project (s) and value of the project(s) managed.

(ii) **Key professional staff qualifications and competence for the assignment:**

a) Lead Consultant

This role requires an individual with strong management and communication skills who understands the operation and objectives of the business software implementation with at least 2 (two) ERP software implementations in the last 10 years.

He should be a holder of an Advanced Degree preferably in Information Systems/ Business Administration or Leadership. Project Management Certifications (Project Management Professional (PMP) or PRINCE2 Certification or Equivalent) will be an added advantage. Demonstrable Knowledge of the Systems Development Life Cycle, Object Oriented Database Management Concepts and Development.

b) Information Systems Expert

This role requires an individual with strong system analysis background coupled with programming skills, methodical studies, and evaluation of various aspects related to business and good interpersonal skills in order to identify the desired objectives and work out procedures to attain them.

The person should be a first-degree holder with at least ten (10) years demonstrable experience in the Systems Development Life Cycle, Object Oriented Database Management Concepts and Development, Business Software systems analysis. The Information Systems Expert should have a programming Certification.

d.) Business Management /Reengineering Expert

He/she must have at least ten (10) years in a Consultancy or in a large organization in Business process reengineering as a result of implementation of projects of this nature. He or she must also be holder of an advanced degree in Business Management and relevant professional membership / accreditations.

e) Additional expertise that shall have smaller but essential inputs may include, but may not be limited to;

(i) ICT Infrastructure Expert (With strong Emphasis on Networking and Hardware and Storage Solutions)

(ii) ICT Security expert

(iii) Change management Expert

7.0 SERVICES AND FACILITIES

7.1 Documentation
ZRA shall provide documents, where available, that may be required for the performance of the services.

7.2 Equipment and Tools
All equipment and tools needed to undertake the assignment shall be provided by the Consultant.

8.3 Office Space and Facilities
The Consultant shall provide own office facilities, for the execution of the services.

8.4 General Assistance
ZRA shall provide assistance in obtaining working permits, residence visas, exit, re-entry and exit visas for the Consultant's staff, other licensing documents, etc.

Section 6. Sample Contract for Consulting Services - Lump sum

CONTRACT FOR CONSULTING SERVICES
LUMP-SUM PAYMENTS

CONTRACT No. ***[insert]***

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between [*insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address*[1]*]*.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. Term

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

[1] Avoid use of *"P.O. Box" address*

B. Schedule of Payments

The schedule of payments is specified below;

15% of the total lump sum amount to be paid upon submission of an Inception Report acceptable to the Client.

15% of the lump sum amount to be paid upon completion of the systems evaluation report acceptable to the Client.

20% of the total lump sum amount to be paid upon the completion of the procurement processes and contract signature with the system vendor.

The balance being 50% will be paid proportionately upon completion of each module and receipt of the systems acceptance reports.

C. Payment Conditions

Payment shall be made in *[US$]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

4. Project Administration

A. Coordinator.

The Client designates Mr./Ms. *[TBA]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this

Contract that the Client considers unsatisfactory.

6. Inspections and Auditing

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Client (including without limitation s determination of ineligibility) in accordance with prevailing sanctions procedures.

7. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

8. Ownership of Material

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software[2].

9. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project

10. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

11. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

12. Law Governing Contract and Language

The Contract shall be governed by the laws of Zambia, and the language of the Contract shall be *English.*

[2] Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

13. Dispute Resolution[3]

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Zambia.

14. Termination

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

(a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;

(b) If the Consultant becomes insolvent or bankrupt;

(c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.

(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

15. Integrity Clause

The Consultant shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

Transgression of the above is a serious offence and appropriate actions will be taken against such Consultant.

FOR THE CLIENT FOR THE CONSULTANT

[3] In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

Signed by ____________________ Signed by _____________________

Title: _______________________ Title: _________________________

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant’s Personnel and corresponding unit rates

Annex C: Consultant’s Reporting Obligations