



## **TERMS AND CONDITIONS**

AGENCY Terms and Conditions

Supplier/Bidders Terms and Conditions



Electronic Government  
Procurement System of  
Zimbabwe  
Procuring Entity Agreement

Terms and Conditions

To use the Electronic Government Procurement System of Zimbabwe (eGP System) as a Procuring Entity , you must agree to the following Terms and Conditions. By submitting your registration information manually, you indicate that you agree to the Terms and Conditions and have read and understood all the provisions included. Your submission of this form will constitute your consent to the collection and use of this information for processing and storage by the Procurement Regulatory Authority of Zimbabwe (PRAZ). You also agree to receive required administrative and legal notices such as this electronically.

1. Definitions

1. "Attachments" refer to Bidding Documents, Bid Supplements and other documents in electronic form that contain bid information for a Supplier to prepare and submit a proposal to a government agency for an intended procurement.
2. "Information" means all of the information, software and other materials provided in connection with or available through the eGP System, including the procurement information, Bid Notices and Supporting Documents that procuring entities distribute through the eGP System.
3. "Electronic Government Electronic Procurement System" or "eGP System" means the electronic commerce service owned and operated by PRAZ, which serves as the central portal for all procurement information and activities of the Government of the Zimbabwe as defined in the Public Procurement and Disposal of Public Assets (PPDPA) Act [*Chapter 22:23*] under section 2 under the definition "e-procurement" . The eGP System supports the distribution of this information about the procurement requirement for goods and general support services, civil works or infrastructure projects and consulting services.
4. "Bid Notice" means a summary in paper or electronic form of the information relating to an intended procurement.
5. "Government Agency" means the Government of the Zimbabwe or any of the various Procuring Entities, units of the Government, including a department, bureau, office, instrumentality, distinct unit therein, which has licensed eGP System to advertise and distribute its procurement information.
6. "Bidder or Supplier" means an individual or entity that can download the bidding

documents or other supporting documents attached to Bid Notice published by the Agencies and is registered with the eGP System.

## 2. Ownership and Use of Information

1. We acknowledge that any Information that is posted through the eGP System is owned either by the government agency that issued the Information or by PRAZ. We also agree that eGP System with the Authority of PRAZ may use, store, copy, or reproduce the Information, or distribute or disclose it to any third party as it may deem necessary. We also agree that eGP System may sell to any third party or make available for purpose of resale to any third party, any Information contained therein without the prior written consent of the Procuring Entity.

### 3. Confidentiality and Security

1. We acknowledge that PRAZ cannot ensure the privacy and authenticity of any information that we send or receive through the Internet, and we agree that PRAZ will not be responsible for any damage/s that may incur as a result of communicating confidential information to PRAZ over the Internet, or if PRAZ communicates such information to us at our request.
2. We agree not to disclose our eGP System password to any third party. We agree that we are solely responsible for all use of our password and we agree to put reasonable security procedures in place regarding its use and to notify PRAZ immediately of any unauthorized use.
3. We acknowledge that links to other websites through the eGP System do not imply any endorsement or approval by PRAZ.

### 4. Use of Internet

1. We acknowledge that if we access the eGP System through the Internet or other online access methods, we are responsible for reading and complying with any notice/s, warning/s or disclaimer/s posted on the eGP System. We undertake that we comprehend and will abide by the stated disclaimers.

### 5. Consent - Use of Name

1. We authorize PRAZ to make our name available to other registered users and authorized users of the eGP System at any time and in any format for the purpose of meeting the requirements of the eGP System, including the publication of document request lists and the names of successful bidders, but excluding the provision of our name to other third parties for the purpose of mailing lists or any other purpose not related to the eGP System.

### 6. Change of Address

1. We undertake that we will provide our current and active delivery or invoicing address, our fax delivery number or our e-mail address to PRAZ for the eGP System. We will notify PRAZ immediately of any change of these addresses, by mail, by fax or by telephone.

### 7. Changes to Service and Agreement

1. We acknowledge that, from time to time, and at its discretion, PRAZ may amend the features of the eGP System, including the terms and conditions or pricing of this Agreement. PRAZ will provide us with a sixty-(60) day notice of any changes to the terms and conditions in writing or online through the eGP System.

### 8. Termination

1. We acknowledge that PRAZ may terminate this Agreement with us and suspend our use of the eGP System at any time and for reasons such as but not limited to the following:

1. Organization Access
  - i. Data Clean-up
2. User Access
  - i. Termination of Employment;
  - ii. No longer connected/Transfer to another organization;
  - iii. Data Clean-up

A written request for the cancellation of account/access to include reason, account details and other relevant information;

2. We may terminate this Agreement as of the last day of any month by giving PRAZ at least thirty (30) days prior written notice.
3. On termination, we will return any Information provided to us on reasonable request by PRAZ.

## 9. Liability

1. We acknowledge that PRAZ assumes no responsibility for the availability, accuracy, completeness or timeliness of any of the Information, or for the fitness of such Information for any particular purpose.
2. We acknowledge that PRAZ and its officers, directors, managers, employees, agents and subcontractors will not, under any circumstances, be liable to us for damages, including direct, indirect, special or consequential damages, even if PRAZ has been advised of or could have foreseen such damages, arising out of our use of or reliance on the EGP System. For greater certainty, such damages shall include, without limitation, damages in respect of loss of profit, loss of business revenue, failure to realize any expected savings, and any claim made against us by a third party.
3. We agree that we will indemnify and hold harmless PRAZ and its officers, directors, managers, employees, agents and subcontractors for any loss, damage, cost, expense, liability or claim suffered or incurred by, or made against PRAZ arising out of our breach of this Agreement, or our fraud, misrepresentation, negligence or willful misconduct in our performance or non-performance under this Agreement, but our liability in any one year under this Agreement will be limited to the value of the charges incurred by us for the eGP System in the twelve (12) months preceding PRAZ's claim or demand against us.

## 10. Laws of Application

1. We agree that this Agreement will be governed by the laws of the Government of the Zimbabwe.

## 11. Assignment

1. We agree that PRAZ may assign this Agreement, in whole or in part, without our consent, and we may not assign this Agreement in whole or in part.

## 12. Prior Agreements

1. We agree that this Procuring Entity Agreement supersedes any prior versions of the Procuring Entity Agreement governing the eGP System.

## IMPORTANT NOTICE TO ALL USERS:

- Confidentiality and Security

The PRAZ only use and disclose information in accordance with existing Acts and Regulations or pieces of legislation, as applicable in Zimbabwe and relevant international laws (not in conflict with the laws of Zimbabwe).

The PRAZ cannot ensure the privacy and authenticity of any information or instructions you send to us or we send to you over the Internet. PRAZ will not be responsible for any damages you may incur if you communicate confidential information to us over the Internet, or if we communicate such information to you at your request.

- Non-Responsibility

PRAZ is not responsible in any manner for direct, indirect, special or consequential damages, howsoever caused, arising out of use of this website, or the reliance on the information it contains.

- Available Only Where Permitted by Law

The products and services described in the pages of the website of PRAZ, including the eGP System, are only offered in jurisdictions where they may be legally offered.

- Applicable Agreements

All products and services of the PRAZ, including the eGP System, are subject to the terms of the applicable agreements.

- Use of Information

The information contained in this website is not intended to provide specific legal, accounting, financial or tax advice for any individual and should not be relied upon in that regard.

- Accuracy and Changes

Facts and information provided by the PRAZ, including the eGP System, are believed to be accurate when placed on the website. Changes may be made at any time to the information at this website without prior notice.

- Software Backup

While every effort is made to ensure that all software provided in this website is suitable for use on a wide variety of computer systems, you should take reasonable and appropriate precautions to scan for computer viruses, and ensure compatibility of the software with your specific computer system. You should also ensure that you have a complete and current backup of the information contained on your computer system prior to installing such software.

- Hyperlinks are Not Endorsements

Links to other websites or references to products, services or publications other than those of the PRAZ, including the eGP System, do not imply the endorsement or approval of such websites, products, services or publications.

- Trademarks belonging to PRAZ and other Entities

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eGP System Bidder/ Supplier Agreement  
Terms and Conditions Summary Page

By accessing or using the eGP System as a Bidder/Supplier, you agree to the following Terms and Conditions. By submitting your registration information, you also indicate that you have read and understand all the provisions included. Your submission of this form will constitute your consent to the collection and use of this information for processing and storage by PRAZ for lawful purposes. You also agree to receive required administrative and legal notices such as this electronically.

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6. "Bidder/.Supplier" means an individual or entity that has ordered one or more attachments from and is registered with the eGP System.
7. "Event Management" refers to a collection of Bid Opportunities for Invitation to Bid, My



## Opportunities, My Awards, and Bid Match.

### 2. Ownership and Use of Information

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### 3. Confidentiality and Security

1. We acknowledge that PRAZ collects and process, among others, the following information for lawful purposes only, connected with the conduct of government procurement activities as provided under the Public Procurement and Disposal of Public Assets (PPDPA) Act [Chapter 22:23] and its related subsidiary legislation, and in accordance with relevant existing laws of the Republic of Zimbabwe.
  - Company profile, including name, address, business license, permits and other relevant documents;
  - Contact details and other personal information that may be necessary;
  - Financial information contained in the Tax Clearance and Audited Financial Statements such as, but not limited to, tax identification number, assets, liabilities, income, expenses, balances, investments, tax, etc.; and
  - Specimen signature

We also acknowledge that PRAZ cannot ensure that privacy and authenticity of any information that we send or receive through the Internet, and we agree that PRAZ will not be responsible for any damage/s that we incur if we communicate confidential information to PRAZ over the Internet, or if PRAZ communicates such information to us at our request.

2. We agree not to disclose our eGP System password to any third party. We agree that we are solely responsible for our password and we agree to put reasonable security procedures in place regarding its use and to notify PRAZ immediately of any unauthorized use.
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#### 8. Termination

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2. We may terminate this Agreement as of the last day of any month by giving PRAZ at least thirty (30) days prior written notice.
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3. We agree that we will indemnify and hold harmless PRAZ and its officers, directors, managers, employees, agents and subcontractors for any loss, damage, cost, expense, liability or claim suffered or incurred by, or made against PRAZ arising out of our breach of this Agreement, or our fraud, misrepresentation, negligence or willful misconduct in our performance or non-performance under this Agreement, but our liability in any one year under this Agreement will be limited to the value of the charges incurred by us for the eGP System in the twelve (12) months preceding PRAZ's claim or demand against us.

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wide variety of computer systems, you should take reasonable and appropriate precautions to scan for computer viruses, and ensure compatibility of the software with your specific computer system. You should also ensure that you have a complete and current backup of the information contained on your computer system prior to installing such software.

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