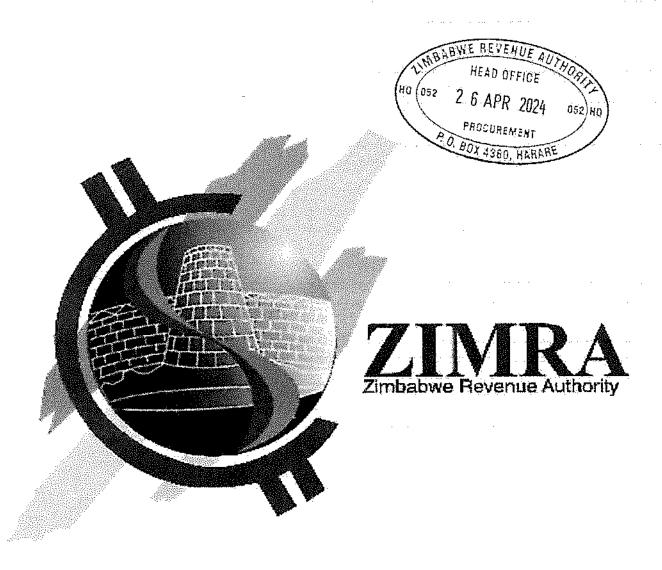
# STANDARD BIDDING DOCUMENT FOR

# DOMESTIC TENDER ZIMRA DOMESTIC TENDER



# BIDDING DOCUMENT FOR THE PROVISION OF VULNERABILITY ASSESSMENT AND PENETRATION TESTING (VAPT) SERVICES PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

# PROCUREMENT REFRENCE NUMBER: DOMESTIC TENDER ZIMRA NCB 13/2024

PROCURING ENTITY: ZIMBABWE REVENUE AUTHORITY

DATE OF ISSUE:

26/04/2024

CLOSING DATE:

27/05/ 2024



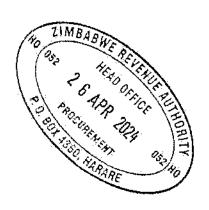
PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

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PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

PART 1 BIDDING PROCEDURES

### PART 1: BIDDING PROCEDURES

#### References:

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

Procurement Reference Number: DOMESTIC TENDER ZIMRA NCB 14/2024

### Preparation of Bids

You are requested to bid for the provision of PROVISION OF VULNERABILITY ASSE AND PENETRATION TESTING (VAPT) SERVICES as specified in the Statement of Requirements below, by completing and returning the following documentation:

- 1. the Bid Submission Sheet in this Part;
- 2. the Statement of Requirements in Part 2;
- 3. a copy of every document necessary to demonstrate eligibility in terms of section 28 Regulations;
- 4. Proof of supplier registration with the Procurement Regulatory Authority of Zimbabwe (No. 2024.
- 5. A bid securing Security US\$ 1,000.000
- 6. A copy of CR 5, CR6 and a Certificate of Incorporation or equivalent documents (foreign companies should submit similar company documents from their country of company registration)

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

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

### Number of bids allowed

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

#### Clarification

Clarification of the bidding document may be requested in writing by any Bidder and should be sent to the Electronic Government Procurement System (e-GP);

### Or via Email to procurement@zimra.co.zw

Such queries should be submitted within 10 days from the date of issue and responses to questions / queries will be made in writing to all prospective bidders at least 5 days before tender closing..

PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

PART 1 BIDDING PROCEDURES

Site meeting

There is no site meeting for this tender

#### Validity of Bids

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

#### Submission of Bids

Bids must be submitted through the e-GP system no later than the date and time of the deadline below. It is the Bidder's responsibility to ensure that they receive a receipt confirming submission of their bid that has correct details of the Bidder and the number of the Bid.

Date of deadline:

27/05/2024

Deadline Time:

HD

1000Hours

Submission method:

e-GP system

HEAD OFFICE.

052 2 6 APR 2024

PROSUREMENT

Bid opening

Bid opening shall be done in e-GP system and the bidders shall be notified through the system immediately following the opening.

#### Withdrawal, amendment or modification of Bids

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

#### **Delivery Requirements**

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

#### **Bid Prices and Discounts**

The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules must conform to the requirements specified below.

Prices must be quoted as specified in the Price Schedule included in Part 2 Statement of Requirements. In quoting prices, the Bidder is free to use transportation through carriers registered in any eligible country and similarly may obtain insurance services from any eligible country. Prices quoted must include the following costs and components:

- (a) For Goods
  - (i) the price of the Goods and the cost of delivery to the final destination, including the relevant INCOTERM, as stated in the Delivery Schedule;

### PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

### PART 1 BIDDING PROCEDURES

- (ii) the custom duties to be paid on the Goods on entry in Zimbabwe, if not already included:
- (iii) Any other applicable import taxes;
- (iv) Any sales and other taxes due within Zimbabwe which will be payable on the Goods, if not already included;
- (v) Any rebate or mark-up of the local agent or representative.
- (b) for Related Services, (other than inland transportation and other services required to convey the Goods to their final destination), whenever such Related Services are specified in the Schedule of Requirements:

the price of each item comprising the Related Services (inclusive of any applicable taxes).

#### **Evaluation of Bids**

Bids will be evaluated using the following methodology:

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

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

#### Review by the Special Procurement Oversight Committee

Section 54 of the Act provides for review by the Special Procurement Oversight Committee for certain especially sensitive or especially valuable contracts. This requirement will be subject to this review, hence, at least two identical copies of the bid document are required. Where the copies are not identical, the contents of the bid marked original will alone be considered.

#### **Evaluation criteria**

The Procuring Entity's evaluation of a Bid will take into account, in addition to the Bid Price, the following criteria and methodologies.

### Administrative and Eligibility Evaluation Criteria

Evaluation Parameter	Compliant / Non-Compliant
1. Bid Validity Must be 90 days.	G3 15 FE
2. Signed Bid-Security of US\$1,000.00	PO RELIGIOR DOLLER
3. Proof of registration with the Procurement Regulatory Authority of Zimbabwe (2024).	TIES OF STATE OF STAT

#### PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

#### PART 1 BIDDING PROCEDURES

5. Bidder must submit a signed Bid Submission Sheet to demonstrate compliance to the terms and conditions of their bid.	
Delivery Period must be stated. Preferably shorter delivery period	
7. Company Registration Documents. Certificate of Incorporation CR14 now CR6, CR6 now CR5. Or equivalent for International bidders	SE SE
8. Bidder must state their payment terms. Failure to state, the terms of this tender will prevail, which is 30 days after delivery.	FFICE AUTHORS RENT HARABE
Valid Tax Clearance Certificate (ITF263) for local bidders	E REVE HEAD OF G APR ROCURE
10. Valid NSSA Registration Certificate for local bidders	BABWW S 2
11. Submission of at least 3 traceable reference letters, on clients letterhead for the PROVISION OF VULNERABILITY ASSESSMENT AND PENETRATION TESTING (VAPT) SERVICES.	
12. Curriculum Vitae for key personnel for the project to show experience and capabilities to execute the project.	
Responsiveness	Responsive / Non- Responsive

### Eligibility and Qualification Criteria

Bidders are required to meet the criteria in section 28 of the Act to be eligible to participate in public procurement and to be qualified for the proposed contract. They must therefore provide any available documentation and certify their eligibility in the Bid Submission Sheet. To be eligible, Bidders must

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

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#### PART 1 BIDDING PROCEDURES

7. have been registered with the Authority as a Supplier and have paid the applicable Supplier Registration Fee set out in Part III of the Fifth Schedule to the Regulations.

#### **Origin of Goods**

All goods and related services must have as their country of origin an eligible country, as specified in the Special Conditions of Contract.

#### **Technical Criteria**

The Technical Specifications Sheet details the minimum specification of the goods required. The goods offered must meet this specification, but no credit will be given for exceeding the specification. No alternatives to technical specifications given shall be accepted for evaluation.

#### Currency

Bids should be priced in United States Dollars (US\$) and the currency for evaluation shall be US\$. Payments shall be done in local currency (ZiG) at the prevailing rate on the date of payment.

#### Award of Contract

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

The contract will only be valid subject to payment of annual contract administration fee which is determined when the bid is deemed successful.

#### Right to Reject

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

### **Corrupt Practices**

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

- 1. the Procuring Entity will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract or been declared ineligible to be awarded a procurement contract under section 99 of the Act;
- 2. the Authority may under section 72 (6) of the Act impose the sanctions under section 74 (1) of the Regulations; and
- 3. Any conflict of interest on the part of the Bidder must be declared.



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PART 1 BIDDING PROCEDURES

### **Bid Submission Sheet**

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

legally binding on all the members as evauthorized repairs as evauthorized representatives.		
Bidders must mark as "CONFIDENTIAL" business. This may include proprietary sensitive information).	information trade secre	ets or commercial or financially
Procurement Reference Number:	Tim.	HEAD OFFICE
Subject of Procurement:	HO (052	2 0 APR 2024 052 NO
Name of Bidder:		PROGUNEMENT O. BOX 4360, HARARE
Bidder's Reference Number:		roug, namen
Date of Bid:		
We offer to supply the items listed in the a on the attached Price Schedule and in according Document referenced above.	dance with the terms and	
We confirm that we meet the eligibility crite	eria specified in Part 1: P	rocedures of Bidding.
We declare that we are not debarred from correct.	bidding and that the do	ocuments we submit are true and
The validity period of our bid is:	{days} from the date of	of submission.
We confirm that the prices quoted in the att the validity period and will not be subject to		
Bid Authorised by:	ods kratus kainolog ekikos Stackolo kolo VS kainokstojeno	
Signature	Name:	
Position:	Date:	(DD/MM/YY)
Authorised for and on behalf of:		
Сотрану		
Address:		
***************************************		

PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

PART 2 STATEMENT OF REQUIREMENTS

# **PART 2: STATEMENT OF REQUIREMENTS**

Name of Bidder:

Bidder's Reference Number:

# List of Goods and Price Schedule

Currency of Bid: .....US\$.....

BIDDING DOCUMENT FOR THE PROVISION OF VULNERABILITY ASSESSMENT AND PENETRATION TESTING (VAPT) SERVICES

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Lot No	Description of Goods	Quantity*	Unit Price <sup>3</sup>	Total Price <sup>4</sup> USS
			[to be provided by the Bidder]	[to be provided by the Bidder]
1:	PROVISION OF VULNERABILITY ASSESSMENT AND PENETRATION TESTING (VAPT) SERVICES	1 IMBABW	E REVENUE	
		1 3 3	LUZA	THO PLANT
		P.O. BOX	CUREMENT 1350. HARARI	002/HO)

Note 1: The description or quantity must indicate the unit of measure where relevant.

Note 2: Unit and total prices must be for delivery through to the final destination stated in Part 1.

Note 3: Include any additional costs, such as installation or commissioning.

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PART 2 STATEMENT OF REQUIREMENTS

# **Delivery Schedule**

Name of Bidder:

Bidder's Reference Number:

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

LOT No	Description of Goods	Quantity	Physical Unit	Delivery Date Required by Procuring Entity and applicable INCOTERM	Bidder's offered Delivery period
				30 days from last signature date	{to be provided by the Bidder}
<b>1-1</b>	PROVISION OF VULNERABILITY ASSESSMENT AND PENETRATION TESTING (VAPT) SERVICES	.1	Each		

The delivery period required is measured from the date of the signing of the Contract between the Procuring Entity and the Bidder.

The Project Site for delivery of the goods is the final destination:

### ZIMRA KURIMA HOUSE

Corner 3<sup>rd</sup> and Speke Avenue.



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PART 2 STATEMENT OF REQUIREMENTS

# **Technical Specification and Compliance Sheet**

Name of Bidder:

Bidder's Reference Number:

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

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

а	<b>B</b>	C
Item No:	Item description and full technical Specification required (including applicable standards)	{Confirm full specification of items offered by Bidder and compliance of items to detail in column b}
	TEM DESCRIPTION	
	The Service Provider would be required to provide services broadly in	
	following categories:-  Planning & Technical Assessment - Execution	
	Planning & Technical Assessment - Execution $H_{Q}(0_{52}) \xrightarrow{H_{E_{A}}} 0_{F_{F}/Q_{E}}$	
	Planning & Technical Assessment - Execution  Interim Reporting and Post execution activities  Planning & Technical Assessment - Execution	
	Retesting and Final Report Submission	/""/
	The VAPT will be conducted for all stations, IT assets in Data Center and	
	Disaster Recovery Center.	
-		
	Vulnerability Assessment and Penetration Testing should cover the	:
	ZIMRA's Information System Infrastructure which includes Networking	
	systems, Security devices, Servers, Databases, Applications Systems	
	accessible through WAN, LAN as well as with public IP's, websites	
	maintained at ZIMRA's premises Data Centre. This will include identifying	tri mini sare i samene i

## PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

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Hem No:	Item description and full technical Specification required (including applicable standards)	{Confirm full specification of items offered by Bidder and compliance of items to detail in column b}
	ITEM DESCRIPTION	
	T	
<u>gerende god samedan da</u>	existing threats if any and suggest remedial solutions and recommendations of the same to mitigate all identified risks, with the objective of enhancing the security posture of Information Systems. VAPT should include:	A STATE OF THE STA
`	Conduct personal security awareness assessment.	
	1.2.2. Catalogue Client Information Technology ("IT") assets and resources (e.g., applications, database, end point devices, network and servers), as requested	
	requested	SHITY SE
	1.2.3. Attempting to guess passwords using password-cracking tools.	2 6 APR 2024 PROCURENENT BOX 1350. HARABE
	1.2.4. Search for back door traps in the programs.	1052 2 6 1 1002 2 6 1 1003 135 135 135 135 135 135 135 135 135 13
	1.2.5. Malware scanning, OS finger printing, war dialing, Man in middle attack and Man in the browser attack.	<u> </u>
	1.2.6. Port scanning of the servers, network devices and security	

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а	B	C
Item No:	Item description and full technical Specification required (including applicable standards)	{Confirm full specification of items offered by Bidder and compliance of items to detail in column b}
	ITEM DESCRIPTION	
	devices/applications.	
	1.2.7. Network traffic observation for important and confidential information like username, password flowing in clear text.	
	1.2.8. Comprehensive scanning of all IP address ranges in use to determine vulnerabilities that may exist in network devices & servers, and to audit all responses to determine if any risks exist.	UE AUTHORIZE 11CE 11CE 11CE 11CE 11CE 11CE 11CE 11C
	1.2.9. Check for the known vulnerabilities in the Operating Systems and applications like Browser, E-Mail, Web Server, Web Application Server and FTP etc.	HO OBS Z 6 APR 202 PROSUMENTED PROSUMENTED PROSUMENTED PROSUMENTED PROSUMENTED PARENTED PAREN
	1.2.10. Check for unnecessary services/ applications running on network devices/ servers/ workstations.	
	1.2.11. Unauthorized access into the network and extent of such access possible.	

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Item No:	Item description and full technical Specification required (including applicable standards)	{Confirm full specification of items offered by Bidder and compliance of items to detail in column b}
	ITEM DESCRIPTION	
		o Post and the Control of the Contro
	1.2.12. Unauthorized modifications to the network and the traffic flowing over network.	
	1.2.13. Review of specific controls against Web Defacing and uploading of Trojan/ Virus/ Malware/ Spyware etc. on various servers and further spread of the same to clients/connected machines.	E 4UTHOMIL OE 052 HO NT ARARE
	1.2.14. Attempt to overload the System using Distributed Denial of Service (DDoS) & Denial of Service (DoS) attacks.	ABABWE REVETUE HEAD OFFICE S2 2 6 APR 202 PROCUREMENT
	1,2.15. Check if commonly known holes in the software, especially the browser and the e-mail software exist.	
	1.2.16. Checking for the other common vulnerabilities like IP Spoofing, Buffer overflows, Session hijacks, Account spoofing, Frame spoofing, Caching of web pages, Cross-site scripting, Cookie handling, etc.	
	1.2.17. Control over network access points.	

# PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

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Item No:	Item description and full technical Specification required (including applicable standards)	{Confirm full specification of items offered by Bidder and compliance of items to detail in column b}
	FTEM DESCRIPTION	
		- <b>U</b>
	1.2.18. Possibility of traffic route poisoning.	2024 052)HO
	1.2.19. Test for directory Traversal.	2 6 APR 202 PROCUREMENT BOX 4360, HARE
	1.2.20. Test for insecure services such as SNMP.	
	1.2.21. Check for vulnerabilities based on version of device/server.	·
	1.2.22. Test for SQL, XSS and other web application related vulnerabilities.	
	1.2.23. Check for weak encryption.	
	1.2.24. Check for SMTP related vulnerabilities.	
	1.2.25. Check for strong authentication scheme.	

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а	В	C
Item No:	Item description and full technical Specification required (including applicable standards)	{Confirm full specification of items offered by Bidder and compliance of items to detail in column b}
	ITEM DESCRIPTION	
		17 0
	1.2.26. Test for sample and default applications/pages.  1.2.27. Check for DNS related vulnerabilities.	2024 032 JE STANE
	1.2.27. Check for DNS related vulnerabilities.	O PHOCURENT A
	1.2.28. Remote access testing	
	1.2.29. Test for information disclosure.	
	1.2.30. Remote code execution.	
	1.2.31. Weak SSL Certificate and Ciphers.	
	1.2.32. Missing patches and versions.	
	1.2.33. Check if vulnerability exist in the Servers, Database, Application,	

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Item No:	Item description and full technical Specification required (including applicable standards)	{Confirm full specification of items offered by Bidder and compliance of items to detail in column b}
	ITEM DESCRIPTION	
	Network and security device in scope without disturbing operations.	
	1.2.34. VAPT should cover all Servers and Networking equipment at Data Centre, DR Site and all other stations.	
	1.2.35. Locations covered in VAPT are all ZIMRA stations	06 06 024 024 052)H 10 10 10 10 10 10 10 10 10 10 10 10 10
	1.2.36. The Authority expects an authenticated type but non-destructive vulnerability assessment to be carried out. Bidder should be able to cover a broad range of systems like Operating system (Windows, Red Hat Linux, etc.), Databases (MySQL, Oracle etc.), Web servers (Apache Tomcat, IIS etc.), Network devices (Routers, Switches, Gateway, Proxy etc.), Security devices (Firewall, IDSs, IPSs, etc.).	HEAD OFFI HO USZ Z 6 APR PROCUREM POCUREM POCUREM
	1.2.37. Assessment of OS Hardening: Bidder shall carry out the assessment of OS hardening to check & explore the gap in hardening, patch management etc.	
	1.3. Vulnerability and Penetration Testing Services Clean Up. The clean-	

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а	B	C
Item No:	Item description and full technical Specification required (including applicable standards)	(Confirm full specification of items offered by Bidder and compliance of items to detail in column b)
	ITEM DESCRIPTION	
		1
	up activities include but are not limited to the following:	anders and the second of the s
	a) Update and/or removal of test accounts added or modified during testing	
	b) Update and/or removal of database entries added or modified during	
	testing	
	c) Uninstall test tools or other artefacts as applicable	
	d) Restoring security controls that have been altered for testing	
	e) Provide Clients with necessary information and/or guidance on how to	2 2
	verify Client's environments have been restored	85 13
	f) Provide Client with confirmation that the environments have been cleaned	(E) \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
	and restored. In situations where Client find issues after Services have been	100 H
	completed, the Supplier shall return and fix the issue for Client ensuring	
•	Client satisfaction.	A SE
		2 /0/
		\$ 1 m
	1.4. Deliverables:	NE /
	THE DOLLARDIOS,	
	External VAPT report, Internal VAPT report, Evidence of successful	ŗ
	exploitation such as screenshots, logs and data leaked, Final report on the	
	overall ICT Security posture and Detailed Recommendations on the	
	vulnerabilities found	
	1.5. Skills Transfer	
	The appointed service provider will work closely with the ICT to ensure the	

# PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

а	B	C
Item No:	Item description and full technical Specification required (including applicable standards)	{Confirm full specification of items offered by Bidder and compliance of items to detail in column b}
	ITEM DESCRIPTION	
		1
	transfer of skills and continuity of VAPT skills until the expiring of contract,	
	1.6. Qualifications and Experience Requirements: Bidders must have experience in developing and delivering vulnerability assessment and penetration testing services relating to the specialized sectors and should provide evidence of company experience and the set of team qualifications and specialist skills and experience	
	1.7 Vulnerability Assessor and Penetration Tester should have the following qualifications:	OFFICE (77.2)  18 2024 052)  18 2024 052)  18 2024 052)  18 2024 052)  18 2024 052)
	a) Any two of the following; Offensive Security Certified Professional (OSCP), Certified Ethical Hacking, GIAC Penetration Tester (GPEN)  Certification	2 6 AP
		TS O
	c) Minimum of 3 years' experience as Vulnerability Assessor and Penetration Tester	=
:	d) Vendor must be ISO27001 Certified	· · · · · · · · · · · · · · · · · · ·

### PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

PART 2 STATEMENT OF REQUIREMENTS

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Item No:	Item description and full technical Specification required (including applicable standards)	{Confirm full specification of items offered by Bidder and compliance of items to detail in column b}
	ITEM DESCRIPTION	**************************************
		L

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Bidders must complete column c or their tender will be rejected. Bidders are required to include technical literature to positively support the details provided in column c.

### Declaration by the Accounting Officer

I declare that the procurement is based on neutral and fair technical requirements and bidder qualifications.

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PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

PART 3 CONTRACT

## PART 3 CONTRACT

# **Contract Agreement**

### Procurement Reference: DOMESTIC TENDER ZIMRA NCB 13/2024

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

### **BETWEEN**

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

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are assigned to them in the General and Special Conditions of Contract referred to below.
- 2. The following documents shall constitute the Contract between the Procuring Entity and the Contractor, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement;
  - (b) Special Conditions of Contract;
  - (c) General Conditions of Contract;
  - (d) Technical Requirements (including Schedule of Requirements an Specifications);
  - (e) The Contractor's Bid, original Price Schedules and Delivery So
  - (f) The Procuring Entity's Notification of Contract Award;
  - (g) [Add here any other document(s)].

### PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

PART 3 C	CONTRACT
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- 3. This Contract Agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.
- 4. In consideration of the payments to be made by the Procuring Entity to the Contractor as mentioned below, the Contractor hereby agrees with the Procuring Entity to provide the Goods and Services and to remedy any defects in them in conformity with the Contract.
- 5. The Procuring Entity hereby agrees to pay the Contractor in consideration of the provision of the Goods and Services and the remedying of any defects in them, the Contract Price or such other sum as may become payable under the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Zimbabwe on the day, month and year indicated above.

### For and on behalf of the Procuring Entity

### For and on behalf of the Contractor

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Signed: .	
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Name:	
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In the capacity of:	Title or other appropriate designation]



PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

PART 3 CONTRACT

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# **General Conditions of Contract**

Any resulting contract is subject to the Zimbabwe General Conditions of Contract (GCC) for the Procurement of Goods (copy available on request) except where modified by the Special Conditions below.

# **Special Conditions of Contract**

Procurement Reference Number... NCB 13/2024

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

GCC reference	Special Conditions			
GCC 7.5	Eligible Countries: All companies are in Zimbabwe are eligible.			
GCC 8.1	Notices: Any notice shall be sent to the following addresses:  For the Procuring Entity, the address shall be as given in the Contract document and the contact shall be, 6th Floor ZB Centre, Corner Kwame Nkrumah Avenue and First Street, Harare Zimbabwe.			
	For the Contractor, the address shall be as given in the Bid and the contact shall be {state name of contact}			
GCC 19.1	Liquidated Damages: Liquidated Damages in terms of section 88 of the Act shall apply. In the case of delays in the delivery of goods, the Contractor will be liable to pay damages of 0.5% of contract price per week of delay up to a maximum of 10% of contract value. If 10% is exceeded, the contract may be cancelled NB. The contractor will not be charged liquidated damages when the delay in delivery or performance is beyond the contractor's control and is not caused by fault or negligence on the part of the contractor.			



### PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

PART 3 CONTRACT

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GCC reference	Special Conditions
GCC 21.2	Packing, Marking and Documentation: The goods shall meet the following special packing requirements in addition to the general requirements stated in GCC clause 21.1
	The documents to be furnished by the Contractor are:
	A negotiable bill of lading when the goods are coming by sea
	2. An airway bill, when the goods are coming by Air
	3. A road consignment note, when the goods are coming by road
	4. Insurance certificate,  Sample provision - For Goods supplied from a broad.
	Sample provision - For Goods supplied from abroad:
	Upon shipment, the Contractor shall notify the Procuring Entity and the insurance company in writing of the full details of the shipment. In the event of Goods sent by airfreight, the Contractor shall notify the Procuring Entity a minimum of forty eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Contractor shall email and then send by courier the following documents to the Procuring Entity, with a copy to the insurance company:
	(i) one original and two copies of the Contractor's invoice, showing the Procuring Entity as the consignee; the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original;
	(ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Procuring Entity as the consignee and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;
	(iii) two copies of the packing list identifying contents of each package;
	(iv) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary;
	(v) one original of the manufacturer's or Contractor's Warranty Certificate covering all items supplied;
	(vi) original copy of the Certificate of Inspection furnished to the Contractor by the nominated inspection agency and six copies [state whether inspection is required];
	(vii) [any other procurement-specific documents required for delivery/payment purposes].
	(vi) original copy of the Certificate of Inspection furnished to the Contractor by the nominated inspection agency and six copies (where inspection is required);
	(vii) [other procurement-specific documents required for delivery/payment purposes].
	Page 25 of 28

### PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

PART 3 CONTRACT

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PART 3	CONTRA	CT					
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	(i)	one original and two co Entity, the Contract nur amount. Invoices must	nber, Good	ls' description,	nvoice, showi quantity, unit	ng the Procuring t price, and total	
	(ii)	two copies of delivery i multimodal transport de delivery through to fina	ocument sh	owing Procuri	ng Entity as th		
	(iii)	copy of the Insuranc beneficiary;				g Entity as the	
	(iv)	four copies of the packi	ng list ider	ntifying conten	ts of each pack	kage;	
	(v)	one original of the covering all items supp	manufactu	rer's or Cont	ractor's War	ranty certificate	
	The ab Goods expens	ove documents shall be and, if not received, these.	received b	oy the Procuring tor will be respectively to the Procuring to the Procuring to the Procure of the Procuring of the Procure of t	ng Entity before sponsible for	ore arrival of the any consequent	The second second
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# DIBBOOK INCOMENT FOR THE PROVISION OF VIRIABLIEV ASSESSMENT AND PROTECTION PERFORMANCES.

# TROCTHESSENT REFERENCE NO. DOMESTIC TENDER ZIMBA NOS 191923

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# PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 13/2024

### PART 3 CONTRACT

GCC reference	Special Conditions				
GCC 22.1	Insurance: The Goods shall be insured in accordance with the specified Incoterms.				
GCC 23.1 & 23.2	Inspections and tests: the tests and/or inspections of the Goods and Related Services that the Contractor is required to carry at its own expense are: 100% inspection on technical compliance.				
GCC 24.1	Performance security: N/A				
GCC 24.4	Reduction of performance security ( Not applicable)				
GCC 25.1	Warranty: The period of the warranty shall be one (1) year manufacturer warranty.				
GCC 25.6	Failure to remedy a defect: The period allowed to the Contractor to remedy a defect during the period of the Warranty shall be (30) days				
GCC 29.1	Price adjustments: The following price adjustments are applicable.				
	When the application of price adjustment would modify the initial price by more than twenty per centum or would modify the balance owing under the contract by more than twenty per centum, the procuring entity may terminate the contract				
GCC 30.1	Terms of Payment: The structure of payments shall be:				
	Acceptance: The Contract Price shall be paid to the Contractor within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.				
	Payment will be made to local suppliers in Zimbabwe Dollars (ZWL\$) at the prevailing RBZ Auction rate on the date of payment.				
	there shall be no advance payment unless or otherwise agreed by both parties. In the event that advance payment is approved, the Contractor must avail a bank guarantee of the equivalent amount from a reputable registered commercial bank redeemable in Zimbabwe.				
GCC31.1	Contract Administration Fee: The Contract Administration Fee set out in Part VI of the Public Procurement and Disposal of Public Assets (General) (Amendment) Regulations, 2020 (No.2) is due upon the signing of the Contract and the applicable Fee ZWL\$875,000 for domestic bidders per annum and US\$ 10, 000.00 for foreign bidders per annum.				

