

REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES FOR THE  
SUPPLY, DELIVERY AND INSTALLATION OF AN ENTERPRISE  
VULNERABILITY MANAGEMENT SYSTEM

PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA RFP 05/2021

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**Government of Zimbabwe**

**STANDARD**

**REQUEST FOR PROPOSALS**

**For the**

**Selection of Consultancy**

**Services**

FEBRUARY 2021

**ZIMRA**  
Zimbabwe Revenue Authority

integrity transparency fairness

**REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES FOR THE  
SUPPLY, DELIVERY AND INSTALLATION OF AN ENTERPRISE  
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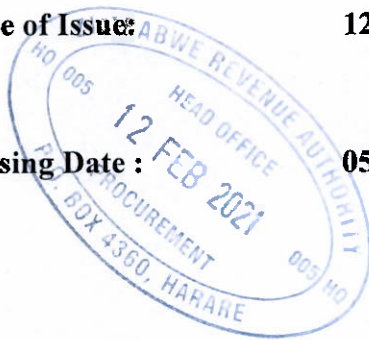
**STANDARD REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES  
FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AN ENTERPRISE  
VULNERABILITY MANAGEMENT SYSTEM**

**Procurement Reference No: Domestic Tender ZIMRA RFP 05/2021**

**Procuring Entity: ZIMBABWE REVENUE AUTHORITY**

**Date of Issue: 12 FEBRUARY 2021**

**Closing Date : 05 MARCH 2021**



**REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES FOR THE SUPPLY,  
DELIVERY AND INSTALLATION OF AN ENTERPRISE VULNERABILITY  
MANAGEMENT SYSTEM**

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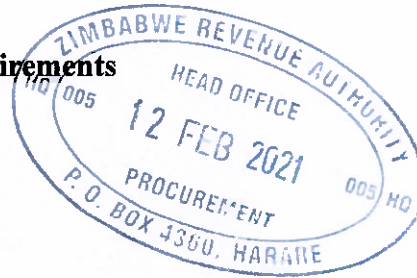
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# REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AN ENTERPRISE VULNERABILITY MANAGEMENT SYSTEM

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Part 3: Contract

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## PART 1: REQUEST FOR PROPOSALS 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, 2018 (Statutory Instrument No. 5 of 2018). The terms and requirements in the Act and Regulations govern the submission of Proposals and should be read by all Consultants.

### Preparation of Proposals:

You are requested to submit a Proposal to provide the consulting services for supply, delivery and installation of Enterprise Vulnerability Management System as detailed in the Statement of Requirements by submitting your proposals, as detailed below. The standard forms contained within this Request for Proposals may be retyped for completion but the Consultant is responsible for their accurate reproduction.

You are advised to read carefully the complete Request for Proposals document, including the Special Conditions of Contract in Part 3, as well as the Contract Agreement and the General Conditions of Contract for Consultancy Services (available on the Authority's website or on request), before preparing your proposal. Part 3: Contract Agreement is provided not for completion at this stage but to enable Consultants to note the Contract terms they will enter into if their bid is successful.

### Number of bids allowed

No Consultant may submit more than one bid, either individually or as a joint venture partner in another bid, except as a subcontractor. A conflict of interest will be deemed to arise if bids are received from more than one Consultancy owned, directly or indirectly, by the same person.

**The consultant is also required to register with the Procurement Regulatory Authority of Zimbabwe and submit the following with the bid:**

1. A copy of every document necessary to demonstrate eligibility in terms of section 28 (1) of the Regulations;
2. Proof of supplier registration with the Procurement Regulatory Authority of Zimbabwe (PRAZ).
3. Bid security
4. A copy of CR 14, CR6 and a Certificate of Incorporation or equivalent documents
5. A valid tax clearance certificate (ITF 263)
6. A copy of your company profile
7. At least three (3) reference letters showing bidders' direct experience in the successful provision of similar quality of the required services

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Clarification of the request for proposals document may be requested in writing by any Consultant up to **10 days** from date of issue and should be sent to:

**The Acting Principal Procurement Manager  
Zimbabwe Revenue Authority (ZIMRA)  
10<sup>th</sup> Floor, ZB Centre, Corner Kwame Nkrumah Ave/ First Street  
Harare, Zimbabwe.**

Or via Email to [procurement@zimra.co.zw](mailto:procurement@zimra.co.zw)



Responses to questions / queries will be made in writing to all prospective bidders at least **5 days** before tender closing.

**Validity of Proposals:**

The minimum period for which the Consultant's proposal must remain valid is **90 Days** from the deadline for submission of proposals.

**Bid Security**

The Bidder must include Bid Security of **ZWS\$40,000.00**, in *either* of the following forms;

- Option 1 ----- A certified Bank Cheque in the ZIMRA name.**
- Option 2 -----A Bank Guarantee in the ZIMRA name**
- Option 3 ----- A Cash Deposit to the Authority PRAZ**

The bid security shall be valid for a period of **90 days** after the end of the bidding period.

Any bid not accompanied by a Bid Security where this is a requirement of bidding, will be rejected by the Procuring Entity as non-responsive.

**If a bidder chooses options 2 or 3, the following should be noted;**

**Option 2**

**Submission of bank guarantee**

A standard bank Guarantee of **ZWS\$40,000.00** which is valid for **90 days**, obtainable from a reputable Registered Commercial Bank redeemable in **Zimbabwe**.

Please note: The required Bank Guarantee should include the following features and be redeemable in Zimbabwe in order for it to be considered valid:

1. Letterhead of registered commercial bank (i.e. the Supplier of the Bank Guarantee
2. The Header has to clearly state that it is a Bank Guarantee.
3. Purpose of the Bank Guarantee to be clearly stated.
4. The date when the Common Seal of the said Surety was effected should be clearly shown.
5. Conditions of the said Obligations must be stated.
6. The physical address of the Surety should be given.
7. The validity period of the Bank Guarantee must be clearly stated.
8. Signature of surety and the date when it was endorsed must be clearly shown.
9. It must be an original document that is date stamped.

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10. Bid Bonds from Insurance Companies are not acceptable.
11. All foreign Bank Guarantee to be confirmed by a local corresponding Commercial bank in Zimbabwe.

The Bank Guarantee of the unsuccessful bidders will be released immediately after the award of the Tender while that of the winning bidder will only be released after submission of the Performance Bond as specified in the tender document section 1.9

### Option 3

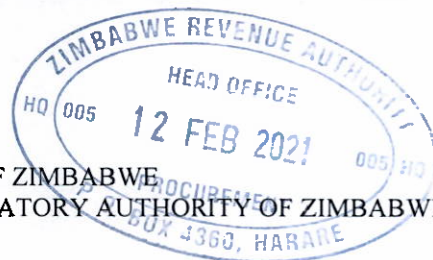
If **Option 3** is chosen bidders must pay **ZWS40,000.00** for the Bid Security that shall be Refundable at the end of the bid validity period plus another **ZWS8,000.00** that shall be non-refundable for cash bid bond establishment fee in line with Part 1V of the Procurement Regulations (S.I.5 of 2018). The amount is payable at Procurement Regulatory Authority of Zimbabwe (PRAZ), 76 Samora Machel Avenue, Harare or to be deposited into the following Account numbers:

#### 1. NON-REFUNDABLE (LOCAL)

BANK NAME: COMMERCIAL BANK OF ZIMBABWE  
 ACCOUNT NAME: PROCUREMENT REGULATORY AUTHORITY OF ZIMBABWE  
 ACCOUNT NUMBER: 01121064850020  
 BRANCH: KWAME NKURUMAH

#### 2. REFUNDABLE (LOCAL)

BANK NAME: COMMERCIAL BANK OF ZIMBABWE  
 ACCOUNT NAME: PROCUREMENT REGULATORY AUTHORITY OF ZIMBABWE  
 ACCOUNT NUMBER: 01121064850030  
 BRANCH: KWAME NKURUMAH



The Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security must be in the names of all intended partners.

#### Payment Summary of payment to PRAZ

No	Item	Domestic Bidders (Zimbabwean Dollars)	International Bidders (United States Dollars)
1	Bid Security	ZWL\$40,000.00	N/A
2	Establishment Fee	ZWL\$8,000.00	N/A
3	Annual Contract Administration Fee	ZWL\$8,000.00	N/A

#### Sealing and marking of Proposals:

The technical and financial proposals should be sealed in one envelope, clearly marked with the Procurement Reference Number above, the Consultant's name, the name of the Procuring Entity.



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Bids should be submitted in **triplicate** with one (1) original copy marked “**ORIGINAL**” and two (2) copies each marked “**COPY**” All 3 copies should be in sealed envelopes clearly marked with the details of the tender, and should be deposited in a tender box situated at the below address. In the event of any discrepancy between the original and the copies, the original will prevail.

### Submission of Proposals:

Proposals should be submitted to the address below, no later than the date and time of the deadline below. Late proposals will be rejected. The Procuring Entity reserves the right to extend the proposal submission deadline but will notify all consultants invited to submit proposals of the amended proposal submission deadline

Date for Submission:	<b>05 MARCH 2021</b>
Time of Submission	<b>1000 Hours (local time).</b>
Address for submission:	<b>Zimbabwe Revenue Authority Reception Area, 6<sup>th</sup> Floor, ZB Centre Corner Kwame Nkrumah Ave/ First Street Harare, Zimbabwe.</b>  Or via Email to <a href="mailto:procurement@zimra.co.zw">procurement@zimra.co.zw</a>

### Means of acceptance:

Bids in the sealed envelopes shall be deposited in a tender box situated at the above address. All the bidders should record their bids in the tender submission register situated thereto, in the format prescribed in the register.

### Opening of Proposals:

**Due to the COVID 19 pandemic, NO Bidders will be allowed to witness the opening of bids on the closing day.**



### Withdrawal, amendment or modification of Proposals:

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

### Evaluation of Proposals:

The evaluation of proposals will use the **Quality and Cost Based Selection (QCBS)** evaluation methodology as detailed below:

#### Quality and Cost Based Selection (QCBS):

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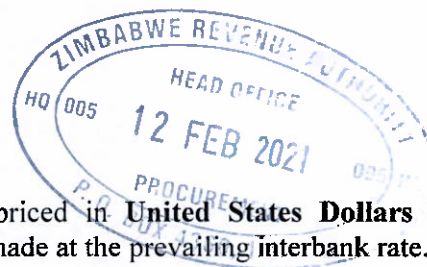
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1. Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of consultants and to confirm that the Consultant has accepted all terms and conditions without material deviation or reservation;
2. Technical evaluation to assess the technical quality of proposals against the criteria below, to determine the technical score for each proposal and to determine which proposals reach the minimum technical score given below; and
3. Financial evaluation to determine the financial cost.

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

### Currency:

According to SI 185/2020, Proposals must be priced in **United States Dollars (US\$)** and **Zimbabwean Dollars (ZWS)** and payment will be made at the prevailing interbank rate.



### Award of contract:

Award of contract will be by placement of a contract in accordance with Part 3 of this Request for Proposals. 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 Consultants 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 fees in line with Part V of the Fifth Schedule to the Regulations in the sum of ZWL\$8,000.00 per annum.**

### Right to Reject:

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

### Corrupt Practices:

The Government of Zimbabwe requires that Procuring Entities, as well as Consultants, 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 Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract or been declared



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- ineligible to be awarded a procurement contract under section 99 of the Act; a definition of these terms is found in clause 1.9 of the GCC;
2. the Authority may under Section 72 (6) of the Act impose the debarment sanctions under section 74(1) of the Regulations;
  3. in accordance with section 42 of the Regulations, submission of a bid will be deemed to be an undertaking on behalf of the Consultant to accept the responsibilities described in clause 1.1 of the GCC; and Any conflict of interest on the part of the Consultant must be declared.



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**Technical Proposal Submission Sheet**

*{Note to Consultants: Complete this form with all the requested details and submit it as the first page of your technical proposal, with the documents requested in Part 1 attached. Ensure that your proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, it may be rejected.*

*In case the Consultant 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.}*

Procurement Reference Number:

Subject of Procurement:

Name of Consultant:

Consultant's Reference Number:

Date of Technical Proposal:



We offer to provide the services described in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Proposals referenced above.

We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: Proposal Procedures of your Request for Proposals.

The validity period of our proposal is: ..... days from the date of the submission.

We submit on the attached Appendices the evidence to demonstrate our suitability to perform the required services:

Appendix A: Methodology and Work Plan;

We understand that the proposals in these Appendices, if approved or as amended, will be included in the Contract Appendices and shall form a contractual commitment.

We enclose a separately sealed financial proposal.

We declare that we are not debarred from bidding and that the documents we submit are true and correct.

**Technical Proposal Authorised By:**

Signed .....	Name: .....
In capacity of: .....	Date: .....(DD/MM/YY)
<b>Duly authorised for and on behalf of:</b>	
Firm .....	
Address: .....	
.....	
Corporate Seal (where appropriate)	

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**Financial Proposal Submission Sheet**

*{Note to Consultants: Complete this form with all the requested details and submit it as the first page of your financial proposal, with the documents requested above attached. Ensure that your proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, it may be rejected. The total price of the proposal should be expressed in a currency permitted in the SCC}.*

*In case the Consultant 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.*

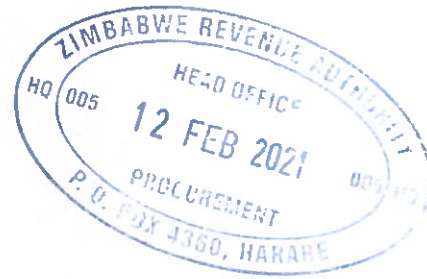
Procurement Reference Number:

Subject of Procurement:

Name of Consultant:

Consultant's Reference Number:

Date of Financial Proposal:



The total price of our proposal is: **ZWS** \_\_\_\_\_ including VAT

The total price of our proposal is: **US\$** \_\_\_\_\_ including VAT

We confirm that the rates quoted in our Financial Proposal are fixed and firm for the duration of the validity period and will not be subject to revision or variation or adjustment.

**Financial Proposal Authorised By:**

<b>Signed</b> .....	<b>Name:</b> .....
<b>In capacity of:</b> .....	<b>Date:</b> .....(DD/MM/YY)
<b>Duly authorised for and on behalf of:</b>	
<b>Firm</b> .....	
<b>Address:</b> .....	
.....	
<b>Corporate Seal (where appropriate)</b>	

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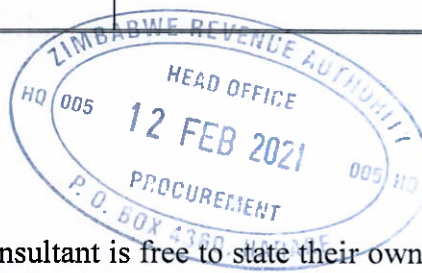
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**Summary of Costs**

*{Complete this form to summarise all the costs together from the breakdown of costs and submit it as part of your financial proposal.*

Item	Costs	
	FINANCIAL PROPOSAL [US\$]	FINANCIAL PROPOSAL [ZWS]
<b>TOTAL COSTS</b>		
<b>VAT</b>		
<b>TOTAL COST OF FINANCIAL PROPOSAL</b>		



**Payment Arrangements**

Payment will be made on deliverables and the Consultant is free to state their own payment arrangements for the project.

**Delivery period**

Expected delivery period is four (4) and the consultant is free to state their delivery period for the project

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**Appendix A: Methodology and Work Plan**

*{Describe the methodology and work plan you would propose to use in meeting the requirements in the statement of requirements in Part 2.}*





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## PART 2: STATEMENT OF REQUIREMENTS

### A. Functionality

#### A.1 Vulnerability Management

The solution should have the ability to discover devices and organize host assets running in different parts of the network- from perimeter and corporate network to virtualized machines and cloud services. In addition the solution should be able to:

- Visually map network with graphical host map.
- Prioritize remediation by assigning a business impact to each asset..
- Identify which OS, ports, services and certificates are on each device on the network
- Organize hosts to match the structure of the organization—e.g., by location, region, and company department Control which hosts can be scanned by which users
- Continuously monitor the perimeter for unexpected changes
- Dynamically tag assets to automatically categorize hosts by attributes like network address, open ports, OS, software installed, and vulnerabilities found

##### A.1.1 Scan for vulnerabilities everywhere, accurately and efficiently

The solutions should be able to scan systems anywhere from the same console: perimeter, y internal network, and cloud environments. The following functionality should be supported:

Selection of target hosts by IP address, asset group or asset tag  
Scanning manually, on a schedule, or continuously  
Scanning behind firewall securely  
Scanning complex internal networks, even with overlapping private IP address spaces  
Secure use of authentication credentials to log in to each host, database or web server

##### A.1.2 Identify and prioritize risks

The system should have ability to identify the highest business risks using trend analysis, Zero-Day and Patch impact predictions. The following functionality should be supported:

- Track vulnerabilities over time: as they appear, are fixed, or reappear
- Monitor certificates deployed throughout the network—see what's about to expire, which hosts they are used on, what their key size is, and whether or not they are associated with any vulnerabilities.
- See which hosts need updates after Patch Tuesday every month
- Examine network vulnerabilities over time, at different levels of detail, instead of just single snapshots
- Predict which hosts are at risk for Zero-Day Attacks





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### A.1.3 Remediate vulnerabilities

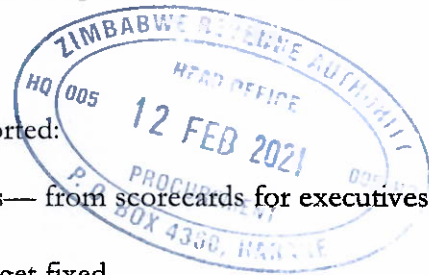
The solution should have a library of built-in reports. Reports should be generated on demand or scheduled automatically and then shared with the appropriate recipients online, in PDF or CSV. Additionally the solution should:

- Automatically generate and assign remediation tickets whenever vulnerabilities are found
- Get consolidated reports of which hosts need which patches
- Integrate with third-party IT ticketing systems
- Manage exceptions when a vulnerability might be riskier to fix than to leave alone
- Exceptions can be set to automatically expire after a period of time for later review

### A.1.4 Reporting

The following reporting functionality should be supported:

- Create different reports for different audiences— from scorecards for executives, to detailed drilldowns for IT teams
- Document that policies are followed & lapses get fixed
- Provide context & insight about each vulnerability, including trends, predictions, and potential solutions
- Track ongoing progress against vulnerability management objectives
- Share up-to-the-minute data with GRC systems & other enterprise applications via XML-based APIs



### A.2 Web Application Scanning

The solution should provide for continuous web application discovery and detection of vulnerabilities and misconfigurations. The following functionality should be supported:

- Integrate web app scan data via a rich, extensive set of APIs into other security and compliance systems, such as firewalls, and SIEM and ERM solutions
- Find approved and unapproved web apps in the network with continuous, comprehensive application discovery and cataloging
- Organize your data and reports using labels with customizable web app asset tagging
- Detect OWASP Top 10 risks such as SQL injection, cross-site scripting (XSS), XML External Entities (XXE), broken authentication, and misconfigurations.
- Test IoT services and mobile apps as well as API-based business-to-business connectors
- Identify and provide alerts to infections, including zero-day threats via behavioral analysis
- Proactively monitor websites for malware infections, sending alerts to website owners to help prevent blacklisting and brand reputation damage.

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### A.3 Policy Compliance

The solution should be able to assess security configurations of IT systems throughout the network. The solution should facilitate:

- Compliance assessments using industry-recommended best practices such as CIS Benchmarks and DISA STIGs, which are customizable to meet organization's unique needs.
- Provide ability to build fully custom baseline standards from scratch or from a "golden image" system, to align directly with internal standards across the broad list of supported technologies ranging from operating systems and applications to network devices.
- Define configuration policies required for different environments and assets
- Specify baseline standards required for different sets of hosts.
- Hardening policies assessment
- Built-in library of extensively used policies certified by CIS
- Perform internal network scans in parallel by using multiple appliances to accelerate scanning and prevent network bottlenecks.
- Efficiently monitor internal hosts, network devices, databases, and other assets without opening inbound firewall ports or setting up special VPN connections.

### A.4 Security Configuration Assessment

The solution should provide functionality for detecting IT asset flaws with capabilities for assessment and reporting of configurations settings.

### A.5 Asset Inventory

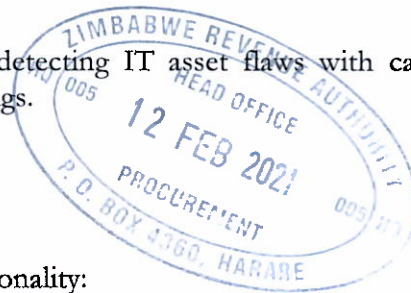
The solution should provide the following functionality:

- Provides complete visibility of your IT environment
- Gives deep visibility into assets
- Performs continuous and automatic updates
- Helps highlight and rank criticality of assets
- Includes interactive, customizable dashboarding and reporting

## B. Solution Supplier and Deployment

**B.1** Solution should be a leader in the **Gartner** Magic Quadrant.

**B.2** Hybrid deployment (On-premise + Cloud).



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**C. Training**

**C.1** Provide certification classroom training on solution for 7 administrators (*Training should be provided by a Trained and certified expert with 5 or more year's proven experience of implementing the same product*).

**D. Volume**

**D.1** Private IPs-3,500

**D.2** Public IPs- 46

**D.3** Internal Systems- 20

**D.4** Web Applications-10



**E. Licensing**

**E.1** Licensing for 2 years should be provided.

**Declaration by the Accounting Officer**

*A. Aune*  
.....

12/02/2021  
.....

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

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**PART 3: CONTRACT FOR CONSULTANTS' SERVICES**

**Contract**



between

\_\_\_\_\_  
*[name of the Procuring Entity]*

and

\_\_\_\_\_  
*[name of the Consultant]*

**Dated:** \_\_\_\_\_

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## Contract

*[Text in brackets [] is for the guidance of the person who drafts the document; all notes should be deleted in final text]*

This CONTRACT (hereinafter called "the Contract") is made on the [day] day of the month of [month], [year], between, on the one hand, [full name and address of Procuring Entity] (hereinafter called the "Procuring Entity") and, on the other hand, [full name of Consultant] (hereinafter called the "Consultant").

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Procuring Entity") and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Consultant's obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the "Consultant").*

### WHEREAS

- (a) the Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Procuring Entity that he has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Procuring Entity has secured budgeted funds towards the cost of the Services and intends to apply a portion of the funding to eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the contract;

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents (hereinafter called "the Contract Documents") attached hereto shall be deemed to form an integral part of the Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: *[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below, next to the title of the Appendix]*

Appendix A: Methodology and Work Plan *{This should be in accordance with Section A of the Statement of Requirements}* [Not used]

Appendix B: Experience and Qualifications of Key Personnel *{This should be in accordance with Section B of the Statement of Requirements.}* [Not used] (not applicable)

**REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES FOR THE  
SUPPLY, DELIVERY AND INSTALLATION OF AN ENTERPRISE  
VULNERABILITY MANAGEMENT SYSTEM**

**PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA RFP 05/2021**

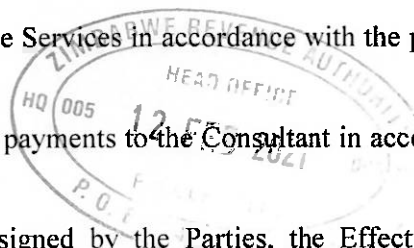
**Part 3: Contract**

Appendix C: Cost Estimates

*[Not used]*

This Contract shall prevail over the Contract Documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.

2. The reciprocal rights and obligations of the Parties shall be as set forth in the Contract and the Contract Documents, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.
  
3. Irrespective of when the Contract is signed by the Parties, the Effective Date of the Contract is the date referred to in clause 2.1 of the General Conditions of Contract, i.e. the date of the Procuring Entity's notice to the Consultant instructing the Consultant to begin carrying out the Services.



IN WITNESS WHEREOF, the Parties have caused the Contract to be signed in their respective names.

For and on behalf of	<i>[name of Procuring Entity]</i>
Signed:	..... <i>[Authorized Representative]</i>
Name:	
In capacity as:	
For and on behalf of	<i>[full name of Consulting Company]</i>
Signed:	..... <i>[Authorized Representative]</i>
Name:	
in capacity as:	



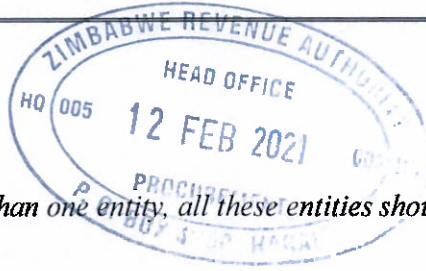


**REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AN ENTERPRISE VULNERABILITY MANAGEMENT SYSTEM**

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**Part 3: Contract**

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*[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of	each of the Members of the Consultants
Name of Member:	
	..... <i>[Authorized Representative]</i>
Name of signatory:	
in capacity as:	
Name of Member:	
	..... <i>[Authorized Representative]</i>
Name of signatory:	
in capacity as:	

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**Part 3: Contract**

**General Conditions of Contract**

Any resulting contract placed shall be subject to the General Conditions of Contract (GCC) for the Procurement of Consultancy Services (copy available on the Authority's website or on request) except where modified by the Special Conditions below.

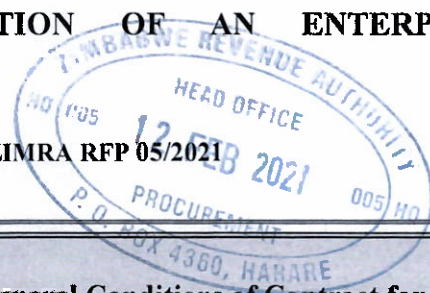
**Special Conditions of Contract**

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

<b>GCC reference</b>	<b>Amendment or supplement to the General Conditions of Contract for Services</b>
<b>1.4</b>	<p>The address for the Procuring Entity is:</p> <p><i>[Address]</i></p> <p><i>[Address]</i></p> <p>Email:</p> <p>The address for the Consultant is:</p> <p><i>{Consultant to provide contact details}</i></p> <p>Email:</p>
<b>1.5</b>	The location for the performance of services are <i>[provide details]</i>
<b>1.6</b>	The Member in Charge is <i>{Consultant to provide details}</i>
<b>1.7</b>	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: <i>[Insert name and telephone number]</i></p>



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Part 3: Contract

GCC reference	Amendment or supplement to the General Conditions of Contract for Services
	<p>For the Consultant: <i>{insert name and telephone number}</i></p> <p><i>[If the Consultant consists of a joint venture/consortium/ association of more than one entity, specify the entity that is authorised to act on behalf of the other entities in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.]</i></p>
1.8	<p><b>Taxes and duties:</b></p> <p>The Consultant, Sub-Consultants and Personnel shall pay all such indirect taxes, duties, fees and other impositions as are levied under the laws of Zimbabwe. <i>[Amend if any tax exemptions apply.]</i></p>
1.10	<p>Nationals of the following countries are ineligible for performance of this Contract [NON-ZIMBABWEAN]</p>
2.3	<p>Latest time for commencement of services from date of contract signature</p>
2.4	<p>The Contract shall expire after two (2) years</p>
2	<p><b>Contract Administration Fee:</b> The Contract Administration Fee set out in Part V of the Fifth Schedule to the Regulations is due upon the signing of the Contract and the applicable Fee is <b>ZW\$8,000.00 per year</b></p> <p><i>(Foreign contractors shall pay an equivalent in the currency of their contract.)</i></p>
6.1	<p><b>Contract Price:</b> The contract price is <i>{insert amount(s) and currency(ies)}</i></p>
6.2(b)	<p><b>Type of Contract:</b> Lump Sum</p>
6.5(b)	<p><b>The Consultants Account(s):</b> <i>{Consultant to insert Bank Account details for payment}</i></p>
6.5(c)	<p><b>Advance Payment:</b> In the event that advance payment is required, the Contractor must avail a bank guarantee of the equivalent amount from a reputable registered commercial bank redeemable in Zimbabwe</p>
6.6(a)	<p><b>Payment period:</b> Payments shall be made within <b>15 days</b> from submission of a correct payment request.</p>
6.6(b)	<p><b>Payment Documentation:</b> The following documentation shall be required to support request for payment: <i>[List the full requirements for documentation to</i></p>

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**Part 3: Contract**

GCC reference	Amendment or supplement to the General Conditions of Contract for Services
	<p><i>effect payment e.g.:</i></p> <p><b>Sample clause for Lump Sum Contracts</b></p> <p><i>(a) reports or other deliverables</i></p> 
6.7	<p><b>Price Adjustment:</b> The following price adjustments are applicable.</p> <p>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</p>

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**Part 3: Contract**

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**Appendices for Contract**

**APPENDIX A – STATEMENT OF REQUIREMENTS**

*[Note: This Appendix will include the final Terms of Reference, including the methodology and work plan, worked out by the Procuring Entity and the Consultant during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, reporting requirements, list format, frequency, and contents of reports; persons to receive them; dates of submission, etc.]*

**APPENDIX B - KEY PERSONNEL AND SUB-CONSULTANTS**

*[Note: List:*

*Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work on the provision of consultancy services, indicating whether foreign or Zimbabwean, number of days' allocation and, for foreign personnel, distinguish between home and field days allocated.*

*Describe any intended transfer of knowledge to consultants and other personnel in Zimbabwe and how this transfer will be achieved].*



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**Part 3: Contract**

**Bank Guarantee for Performance Security**

*[This is the format for the Performance Security to be issued by a commercial bank in Zimbabwe in accordance with GCC 18.1]*

Contract No:

Date:

To:

[Name and address of Procuring Entity]



**PERFORMANCE GUARANTEES No:**

We have been informed that *[name of supplier]* (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of goods and related services]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Supplier, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil, delay or argument, any sum or sums not exceeding in total an amount of *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until full recovery of the entire sum of money above stated, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee in case of default.

Signature

Signature

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