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# BIDDING DOCUMENT

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**TENDER NO. ZRA/ORD/004/09**

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## **TENDER FOR THE PROVISION OF ELECTRONIC PAYMENT SOLUTIONS**

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**Zambia Revenue Authority  
Kabwe Round About  
Revenue House  
P.O. Box 35710  
Lusaka  
Zambia  
Tel No. 229214/8  
Fax No. 229220**

*March 2009*



**ZAMBIA  
REVENUE  
AUTHORITY** | *Working  
To Serve You  
Efficiently*

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## Section I: Invitation for Bids

### ZRA/ORD/004/09: TENDER FOR THE PROVISION OF ELECTRONIC PAYMENT SOLUTIONS

- 1.0 The mission for Zambia Revenue Authority (ZRA) is "to maximise and sustain revenue collections through the integrated, efficient, cost effective and transparent systems, professionally managed to meet expectations of all stakeholders". In line with its stated mission to serve customers efficiently and in a cost-effective manner, the ZRA now intends to:
- reduce the long queues and attendant congestion at various cash and operational stations;
  - facilitate payment of transactions from anywhere at anytime including weekends, public holidays and after bank hours;
  - enhance cash management and security;
  - improve efficiency in the transfer of funds to the treasury;
  - widen presence of banking facilities at all operational stations;
  - reduce incidence of multiple intermediaries in the payment system; and
  - reduce costs of compliance in the payment of taxes.
- 2.0 The Zambia Revenue Authority therefore, invites sealed bids from all Commercial Banks licensed under the Banking and Financial Services Act of 1994 for the provision of electronic payment solutions.
- 3.0 Eligible and interested bidders may obtain further information and inspect the bidding documents at the Zambia Revenue Authority, 10<sup>th</sup> floor, Revenue House, P.O. Box 35710 Lusaka, Zambia. The telephone numbers are 260 (01) 229214/18 and the telefax No. is 260 (1) 229220. The bidding document can also be accessed on the Zambia Revenue Authority website: [www.zra.org.zm](http://www.zra.org.zm). **HOWEVER, ELECTRONIC OR TELEFAX BIDS WILL NOT BE ACCEPTED.**
- 4.0 A complete set of bidding documents may be purchased by eligible bidders from the Zambia Revenue Authority, 10<sup>th</sup> floor, Revenue House, P.O. Box 35710, Lusaka upon payment of a non-refundable fee of K500, 000.00 or its equivalent in any freely convertible currency at the prevailing exchange rate, in cash or by bank certified cheque.
- 5.0 Bids must be deposited in the Tender Box situated on the 10<sup>th</sup> floor, Revenue House, Lusaka at or before at **14:30 hours local time on Friday, 22<sup>nd</sup> May 2009**. All bids must be accompanied by a bid security of not less than K2,000,000.00, duly signed and sealed by the Guarantor(s). Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend the opening of bids in the Zambia Revenue Authority Board Room on the 9<sup>th</sup> floor of Revenue House on Friday, 22<sup>nd</sup> May 2009 at 14:30 hours local time.

Rodgers Siachitema  
Secretary Procurement Committee  
**ZAMBIA REVENUE AUTHORITY**  
[siachitr@zra.org.zm](mailto:siachitr@zra.org.zm)

## Section II. Instructions to Bidders

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## **Instructions to Bidders**

### **A. Introduction**

- 1. Source of funds**            The selected bidder shall be required to self finance the project and there shall be no payments from the Zambia Revenue Authority to the selected bidder.
- 2. Eligible Bidders**
  - 2.1 This Invitation for Bids is open to Commercial Banks licensed under the Banking and Financial Services Act of 1994.
  - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates that has been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.
  - 2.3 Bidders who are or have been declared ineligible due to corrupt and fraudulent practices shall not be allowed to participate in the bid.
- 3. Eligible Services**        All services to be supplied under the Contract shall conform to the requirements in the Schedule of Requirements and Technical specifications and all expenditures made under the Contract will be limited to those Services.
- 4. Cost of bidding**            Bidders shall bear all the costs associated with the preparation and submission of their bids, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **B. The Bidding Documents**

- 5. Content of bidding documents**
  - 5.1 The Services required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
    - (a) Instructions to Bidders (ITB);
    - (b) a Bid Data Sheet;
    - (c) General Conditions of Contract (GCC);
    - (d) Special Conditions of Contract (SCC);
    - (e) a Schedule of Requirements;
    - (f) Technical specifications;
    - (g) a Bid Form;
    - (h) a Bid Security Form; and
    - (j) a Contract Form.
  - 5.2 Bidders shall examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required as provided in the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder’s risk and may result in the rejection of a bid.

- 6. Clarification of Bidding Documents** A prospective Bidder requiring any clarification on a bidding document may notify the Purchaser in writing or by cable (hereinafter, the term “*cable*” is deemed to include telex and facsimile) at the Purchaser’s address indicated in ITB Clause 18.2 (a). The Purchaser shall respond in writing to any request for clarification of the bidding documents, which it receives no later than fourteen (14) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the bidding documents.
- 7. Amendment of bidding documents**
- 7.1 The Purchaser may at any time prior to the deadline for the submission of bids for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the bidding documents.
  - 7.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing or by cable, and the amendment shall be binding on them.
  - 7.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

### **C. Preparation of Bids**

- 8. Language of bid** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of the interpretation of the bid, the translation shall govern.
- 9. Documents comprising the bid** The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form completed in accordance with ITB Clauses 10;
  - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
  - (c) documentary evidence established in accordance with ITB Clause 14 that the services to be provided by the Bidder are eligible services and conform to the bidding documents;
  - (d) the bid security furnished in accordance with ITB Clause 15;
- 10. Bid form** The Bidder shall complete the Bid Form furnished in the bidding documents as indicated under the heading “Bid Form” of the bidding

document.

**11. Bid prices**

11.1 The Bidder shall indicate on the appropriate Price Schedule all costs associated with the required goods and Services provided that such costs relate directly to the kind of goods and Contract of Services being proposed.

11.2 Prices quoted by the Bidder shall not be varied during the Bidder's performance of the Contract on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

**12. Bid currencies**

Prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the Bid Data Sheet.

**13. Documents establishing bidder's eligibility and qualification**

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and the bidder's qualifications to perform the Contract if the bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the Contract shall, where a bid is accepted establish to the Purchaser's satisfaction that the Bidder:

- (a) has a well established company with qualified personnel to perform the Contract or a qualified individual with capacity to perform the Contract. Bidders are therefore required to provide as much information as possible on their capacity to perform the Contract;
- (b) has the financial and technical capability necessary to perform the Contract; and
- (c) meets the qualification criteria listed in the Bid Data Sheet.

**14. Documents establishing services' eligibility and conformity to bidding documents**

Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all services, which the Bidder proposes to supply under the Contract.

**15. Bid security**

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct that would warrant the forfeiture of the security, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and it shall be valid for thirty (30) days beyond the validity of the bid; or
  - (b) a bank certified cheque.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.
- 15.5 An unsuccessful Bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of the validity of the bid prescribed by the Purchaser pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 33, and furnishing the performance security, pursuant to ITB Clause 34.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of the validity of the bid specified by the Bidder on the Bid Form; or
  - (b) if a Bidder does not accept the correction of errors pursuant to ITB Clause 24.2; and
  - (c) in the case of a successful Bidder, if the Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 33;
    - or**
    - (ii) furnish performance security in accordance with ITB Clause 34.

**16. Period of validity of bids**

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of the opening of the bid prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended.

A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.

16.3 In the case of fixed price Contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial validity of the bid, the Contract price may be adjusted by a factor specified in the request for extension.

**17. Format and signing of bid**

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for unamended printed literature, shall be initialled by the person or persons signing the bid.

17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to the execution of the Contract if the Bidder is awarded the Contract.

**D. Submission of Bids**

**18. Sealing and marking of bids**

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address specified in the Bid Data Sheet; and

(b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 22.1.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in the event that it is declared "late".

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser shall not assume responsibility for the bid's misplacement or premature opening.

**19. Deadline for**

19.1 Bids shall be received by the Purchaser at the address specified under

**submission of bids**

ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**20. Late bids**

Any bid received by the Purchaser after the deadline for the submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 shall be rejected and returned unopened to the Bidder.

**21. Modification and withdrawal of bids**

21.1 The Bidder may modify or withdraw its bid after submission of the bid, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for the submission of bids.

21.3 A bid may not be modified after the deadline for the submission of bids.

21.4 A bid may not be withdrawn in the interval between the deadline for the submission of bids and the expiration of the period of the validity of the bid specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

**E. Opening and Evaluation of Bids**

**22. Opening of bids by the Purchaser**

22.1 The Purchaser shall open all bids in the presence of the Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The Bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The Bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. A bid shall not be rejected at the **opening** of the bid, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at the opening of the bid shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids shall be returned unopened to the Bidders.

22.4 The Purchaser shall prepare minutes of the opening of the bid.

**23. Clarification of bids**

During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**24. Preliminary examination**

24.1 The Purchaser shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Contractor does not accept the correction of the errors, its bid shall be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 16), and Taxes and Duties (GCC Clause 7), shall be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**25. Conversion to single currency**

25.1 To facilitate evaluation and comparison, the Purchaser shall convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:

(a) the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country;

**or**

(b) a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for

the amount payable in the currency of the Purchaser's country.

25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the Bid Data Sheet.

**26. Evaluation and comparison of bids**

26.1 The Purchaser shall evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

26.2 The Purchaser's evaluation of a bid shall take into account one or more of the following factors as specified in the Bid Data Sheet:

(a) a detailed methodology statement for the provision of the services;

(b) the Tax Clearance Certificate : respondents to this tender are required to obtain a Tax Clearance Certificate from the Zambia Revenue Authority issued in accordance with Section 81B of the Income Tax Act, Cap 323. Failure to submit the Tax Clearance Certificate **SHALL** invalidate one's response to this tender. The tax clearance certificate may be obtained from the following contacts depending on one's domicile:

Lusaka Assistant Commissioner-TCU (Tel. No. 01-224935)

Ndola Assistant Commissioner-Ndola (Luanshya, Mufulira) (Tel. No. 02-614694)

Kitwe Assistant Commissioner-Kitwe (Kitwe, Chingola, Kalulushi) (Tel. No. 02-230362)

Kabwe Station Manager-Kabwe (Central Province) (Tel. No. 05-223642)

Livingstone Station Manager- Livingstone (Southern Province) (Tel. No. 03-320772)

Solwezi Station Manager- Solwezi (North Western Province) (Tel. No. 08-821633)

Kasama Station Manager- Kasama (Northern Province) (Tel. No. 04-221810)

Mansa Station Manager Mansa (Luapula Province) (Tel. No. 02-821147)

Mongu Station Manager Mongu (Western Province) (Tel. No. 07-221662)

Chipata Station Manager Chipata (Eastern Province) (Tel. No. 06-221155)

(c) technical specifications; bidders to provide item by item commentary on the technical specifications; and

(d) The proposed solutions will be evaluated and approved upon meeting the functional and technical specifications. In Phase 1, the evaluation of the proposed solution shall also include a simulated demonstration using an ASYCUDA++ test environment.

**27. Contacting the Purchaser**

27.1 Subject to ITB Clause 23, a Bidder shall not contact the Purchaser on any matter relating to its bid, from the time of the opening of the bid to

the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

- 27.2 Any effort by a Bidder to influence the Purchaser in its decisions on the bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid.

#### **F. Award of Contract**

**28. Post-qualification**

28.1 In the absence of pre qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

28.2 The determination shall take into account the Bidder's financial, technical, and production capabilities. The determination **SHALL** be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser considers necessary and appropriate.

28.3 An affirmative determination shall be a prerequisite for the award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**29. Purchaser's right to vary quantities**

The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of services originally specified in the Schedule of Requirements without any change in unit prices or other terms and conditions.

**30. Award criteria.**

Subject to ITB Clause 31, the Purchaser **will** award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and the lowest evaluated bid provided that the bidder is determined as being e qualified to perform the Contract satisfactorily.

**31. Purchaser's right to accept any bid and to reject any or all bids**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of the Contract, without thereby incurring any liability to the affected bidder or bidders.

**32. Notification of award**

32.1 Prior to the expiration of the period of the validity of the bid, the Purchaser shall notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its Bid has been accepted.

32.2 The notification of the award **will** constitute the formation of the Contract.

32.3 Upon the successful Bidder furnishing the performance security pursuant to ITB Clause 34, the Purchaser **will** promptly notify each unsuccessful Bidder that the bid is unsuccessful and discharge its bid security, pursuant to ITB Clause 15.

**OR**

**33. Signing of Contract**

33.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser shall send the Bidder the Contract Form provided in the bidding Documents, incorporating all agreements between the parties.

33.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

**34. Performance security**

34.1 Within thirty (30) days of receipt of the notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33 or ITB Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may award the next lowest evaluated Bidder or call for new bids.

**35. Corrupt or  
Fraudulent  
Practices**

The Purchaser requires Bidders to observe the highest standard of ethics during the procurement and execution of such a Contract. In pursuance of this policy, the Purchaser:

- (a) defines, for the purposes of this provision, the terms below as follows:
  - (i) “corrupt practices” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of the Contract; and
  - (ii) “fraudulent practices” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser and includes collusive practices among Bidders (prior to or after submission of a bid) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) shall reject a proposal for an award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
- (c) shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a ZRA-financed Contract if it at any time determines that the firm has engaged in corrupt practices or fraudulent practices in competing for, or in executing, a ZRA-financed Contract.

### Section III. Bid Data Sheet

The following specific data for the service to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

<b>Introduction</b>	
<b>ITB 1</b>	The source of funds is: <b>The selected bidder shall be required to self finance the project and there shall be no payments from the Zambia Revenue Authority to the selected bidder.</b>

<b>Preparation of Bids</b>	
<b>ITB 8.1</b>	Language of the bid: English
<b>ITB 11.1</b>	Not applicable. The winning bidder shall be required to self finance the project. There shall be no payments from Zambia Revenue Authority to the bidder.
<b>ITB 11.2</b>	Not applicable.
<b>ITB 12.1</b>	Not applicable.
<b>ITB 13.3 (c)</b>	Not applicable
<b>ITB 15.1</b>	Amount of bid security: K2,000,000.00
<b>ITB 16.1</b>	Period of validity of the bid: 90 days from the date of the opening of the bids.
<b>ITB 17.1</b>	Number of copies: one original, and four copies.

<b>Submission of Bids</b>	
<b>ITB 18.2 (a)</b>	Address for submission of the bid: The Secretary, Management Tender Committee, 10 <sup>th</sup> Floor, Revenue House, Kabwe Roundabout, Lusaka, Zambia. <b>Bids must be deposited in the Tender Box situated on the 10<sup>th</sup> Floor of Revenue House.</b>
<b>ITB 18.2 (b)</b>	IFB title and number: Tender for the provision of an electron payment solution – ZRA/ORD/004/09
<b>ITB 19.1</b>	Deadline for submission of the bid: 14.30 Hours Zambian time on Friday ..... 2009.

<b>Opening and Evaluation of Bids</b>	
<b>ITB 22.1</b>	Time, date, and place for the opening of the bid: 14.30 Hours Zambian time on Friday, ..... 2009 in the Board Room at Zambia Revenue Authority, 9th floor, Revenue House Lusaka, Zambia.

<b>ITB 24.2</b>	Not applicable
<b>ITB 25.1</b>	Not applicable.
<b>ITB 26.2</b>	<p>Criteria for evaluation of the bids are: 26.2 (a), (b), (c) and (d).</p> <p><b>The proposed solutions will be evaluated and approved upon meeting the functional and technical specifications which have been prescribed under the technical specifications. In Phase 1, the evaluation of the proposed solution shall also include a simulated demonstration using an ASYCUDA++ test environment. Therefore, the winning bids will be required to develop their proposed system and carry out a demonstration at an agreed later date.</b></p>

<b>Contract Award</b>	
<b>ITB 29</b>	Not applicable
<b>ITB 34</b>	Not Applicable

## Section IV. General Conditions of Contract

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## **I. General Provisions**

- 1. Definitions** In this Contract, unless the context otherwise requires,
- (a) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents of the signed Contract;
  - (b) “Contractor” means the individual or firm providing Services under this Contract;
  - (c) “effective date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 8;
  - (d) “GCC” means these General Conditions of Contract;
  - (e) “SCC” means Special Conditions of Contract by which the GCC may be amended or supplemented; and
- 2. Relationship between the Parties** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and Contractor as between the ZRA and the Contractor. The Contractor shall, subject to this Contract, have complete charge of the Contractor’s personnel performing Services and shall be fully responsible for the Services performed by such personnel on behalf of the Contractor.
- 3. Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of Zambia.
- 4. Language** This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Location** The Services shall be performed at such locations as are specified in the SCC.
- 6. Authorised representative** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by ZRA or the Contractor may be taken or executed by the officials specified in the SCC.
- 7. Taxes and Duties** Unless otherwise specified in the SCC, the Contractor shall pay the taxes, duties, fees and other impositions as may be levied under the law.

## **II. Commencement, Completion, Modification of Contract**

- 8. Effectiveness of Contract** This Contract shall come into force and effect on the date of signing the contract

## **9. Termination**

### **9.1 Termination for default:**

9.1.1 ZRA may, without prejudice to any other remedy for breach of Contract, by one month's written notice sent to the Contractor, terminate this Contract in whole or in part:

- (a) if the Contractor fails to perform any or all the Services required within the period(s) specified in the Contract, or within any extension thereof granted by ZRA; or
- (b) if the Contractor fails to perform any other obligation under the Contract.

9.1.2 In the event that ZRA terminates the Contract in whole or in part, ZRA may procure, upon the terms and in the manner that ZRA considers appropriate, services similar to those undelivered, and the Contractor shall be liable to ZRA for any excess costs for such similar services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

### **9.2 Termination for Insolvency**

ZRA may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or insolvent. In this event, the termination shall be without compensation to the Contractor, provided that such termination does not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to ZRA.

### **9.3 Termination**

9.3.1 This Contract may be terminated by either Party, giving three (3) months written notice to the other Party of such termination.

9.3.2 On the termination of this Contract the Contractor shall be permitted to remove all the Contractor's apparatus and equipment, which may have been placed by it upon ZRA's premises.

## **10. Commencement of Services**

The Contractor shall begin carrying out the Services on the Effective Date as shall be specified in the SCC.

## **11. Expiration of Contract**

Unless terminated earlier, this Contract shall terminate at the date as shall be specified in the SCC.

## **12. Entire agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. Neither Party nor a representative of either Party has authority to make any statement, representation, promise or agreement not provided for in this Contract.

**13. Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposal for modification made by the other Party.

**14. Force Majeure** 14.1 Notwithstanding the provisions of GCC Clause 9, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Contractor's delay in performance or other failure to perform the Contractor's obligations under this Contract is the result of an event of Force Majeure.

14.2 For the purposes of this clause, "Force Majeure" means an event that is not foreseeable and is beyond the control of the Contractor or ZRA and not involving the Contractor's or ZRA's fault or negligence. Such events may include, but are not restricted to, acts of either Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

14.3 If a Force Majeure situation arises, the Contractor or ZRA shall promptly notify the other Party in writing of such condition and the cause thereof. Unless otherwise directed by the other Party in writing, the Party shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **III. Obligations of the Contractor**

**15. Standard of performance** The Contractor shall perform the Services and carry out the Contractor's obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to ZRA, and shall at all times support and safeguard the ZRA's legitimate interests in any dealings with Third Parties.

**16. Prohibition of conflicting activities** The Contractor shall not engage, and shall not cause its Personnel to engage, either directly or indirectly, during the term of this Contract in any activities, business or professional activities which may conflict with the activities assigned to the Contractor under this Contract.

**17. Confidentiality** The Contractor or the Contractor's Personnel shall not, either during the term of the contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to ZRA's business or operations without the prior written consent of the ZRA.

**18. Liability of the** 18.1 The Contractor shall indemnify ZRA, its servants and workmen

**Contractor**

against loss of or damage to property or bodily injury, sustained by ZRA, its servants or workmen by reason of any act, dishonesty or neglect of the Personnel of the Contractor whilst performing their duties within the scope of their employment with the Contractor .

18.2 Notice of all claims by ZRA in respect of any loss, damage or injury or consequential or indirect loss shall be given in writing, to the Contractor at the address given at the head of this Agreement, and in default of such notice the Contractor shall not be held responsible for such claim.

**19. Equipment**

All equipment, machinery or other materials, which the Contractor is required to possess for the successful execution of this Contract shall remain the sole property of the Contractor.

**20. Incidental Services**

The Contractor may be required to provide any or all of the following services, including additional Services, if any, specified in the SCC:

- (a) furnishing of tools required for accomplishing tasks required under Contract; and
- (b) ensure the effective performance of the electronic payment solution.

**21. Change Orders**

ZRA may at any time, make changes within the general scope of the Contract in any one or more of the following and notify the Contractor of the changes, in writing :

- (a) duration of the Agreement; and
- (b) performance of any additional services outside the scope of the services as ZRA may require provided that such additional services shall be agreed between the Parties.

**22. Liquidated damages**

Subject to clause 10, if the Contractor fails to perform any or all of the services, ZRA shall, without prejudice to its other remedies under this Contract, deduct from the contract sum, as liquidated damages, a sum equivalent to the actual loss or damage arising from the Contractor's default.

**23. Subcontracts**

The Contractor shall notify ZRA in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Contractor from any liability or obligation under the Contract.

- 24. Delays in the Contractor's Performance**
- 24.1 Performance of Services shall be made by the Contractor in accordance with the Time Schedule prescribed by the Purchaser in the Schedule of Requirements.
- 24.2 If at any time during the performance of the Contract, the Contractor or its subcontractors encounter conditions impeding timely delivery of the Goods and performance of services, the Contractor shall promptly notify ZRA in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, ZRA shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.

#### **IV. Contractor' Personnel**

- 25. General** The Contractor shall employ and provide qualified and experienced Personnel required to carry out the Services.
- 26. Description of Personnel** The Contractor is required to state the title, agreed job description, minimum qualification and estimated period of engagement of each of the Contractor's key Personnel.

#### **V. Fairness and Good Faith**

- 27. Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

#### **VI. Payment to the Contractor**

- 28. Prices** Prices charged by the Contractor for the Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized in SCC or in ZRA's request for a bid validity extension, as the case may be.
- 29. Payments**
- 29.1 The method and conditions of payment to be given to the Contractor under this Contract shall be specified in the Contract to be signed by the two Parties arising from the financial proposals in the bid.
- 29.2 The Contractor's request(s) for payment shall be made to ZRA in writing, accompanied by an invoice describing, as appropriate, the Services performed, and other relevant documents.

#### **VII. Settlement of Disputes**

- 30. Amicable settlement** The Parties shall use their best efforts to settle amicably all disputes

arising out of or in connection with this Contract or the interpretation of the Contract.

**31. Dispute settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

**32. Reporting obligations**

The Contractor shall submit to ZRA the reports and documents specified in the bidding documents.

## Section V. Special Conditions of Contract

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## **Special Conditions of Contract**

**1. Law Governing Contract (GCC 3)**

The Laws of Zambia shall govern the Contract.

**2. Language (GCC 4)**

The language of the Contract shall be English.

**3. Location (GCC 5)**

The Services shall be performed through out the country.

**4. Authorised Representative (GCC 6)**

The authorised representative for ZRA is the Secretary to the Procurement Committee.

The authorised representative for the Contractor is the Director of the Company.

**5. Commencement of services (GCC 10)**

The commencement date for the provision of the services shall be agreed at the time of signing of the contract.

**6. Expiration of Contract (GCC 11)**

The expiration date of the contract shall be agreed at the time of signing of the contract.

**7. Prices (GCC 28)**

Not applicable. There shall be no payments to the winning bidder.

**8. Payments (GCC 29)**

Not applicable

**9. Dispute settlement (GCC 31)**

Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Laws of Zambia.

**10. Reporting obligations (GCC 32)**

The winning bidders shall submit reports as shall be demanded from time to time..

## Section VI. Schedule of Requirements

<b>Item Description</b>
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Provision of electric payment solutions
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## **Section VII. Technical Specifications**

The Services shall comply with following requirements:-

### **1.0 Introduction**

Zambia Revenue Authority (ZRA) is the institution mandated to collect taxes on behalf of the Government of the Republic of Zambia. Management therefore recognizes the importance of creating efficient and cost effective business systems which contribute towards creating a business friendly environment.

This document outlines the requirements for an electronic payment system that the Zambia Revenue Authority would like to implement with the commercial banks in order to create an efficient, integrated and cost-effective payment system.

### **2.0 Objective**

The mission for ZRA is "to maximise and sustain revenue collections through the integrated, efficient, cost effective and transparent systems, professionally managed to meet expectations of all stakeholders". In line with its stated mission to serve customers efficiently and in a cost-effective manner, the ZRA now intends to:

- reduce the long queues and attendant congestion at various cash and operational stations
- facilitate payment of transactions from anywhere at anytime including weekends, public holidays and after bank hours
- enhance cash management and security
- improve efficiency in the transfer of funds to the treasury
- widen presence of banking facilities at all operational stations
- reduce incidence of multiple intermediaries in the payment system and
- reduce costs of compliance in the payment of taxes

The ZRA recognizes that these objectives can be achieved through strategic partnerships with among others, financial institutions.

### **3.0 Overview of Solution**

#### **3.1 Scope**

ZRA's envisaged solution is centred on the provision of an integrated payment chain that facilitates electronic information exchange from start to the end of the transaction cycle. To this effect, Commercial Banks licensed under the Banking and Financial Services Act of 1994 are hereby invited to provide solutions to achieve this intended goal.

The proposed solutions shall be owned and provided by the respective banks. The payment process will comprise of the following core processes.

- (i) Taxpayer communication with the bank

These will include solutions provided to the taxpayer by the banks for secure, convenient and electronic issuance of payment instructions for the bank to transfer funds from the taxpayer's bank account to the designated ZRA accounts. These solutions may include:

- Internet banking based solutions
- Point of Sale (POS) Systems
- Debit or Credit Card facilities
- Mobile banking based solutions

These solutions should be integrated with the banks' banking systems and ZRA's system to facilitate a seamless exchange of electronic information on payment of specified tax obligations by taxpayers.

(ii) Interface between bank and ZRA ICT systems

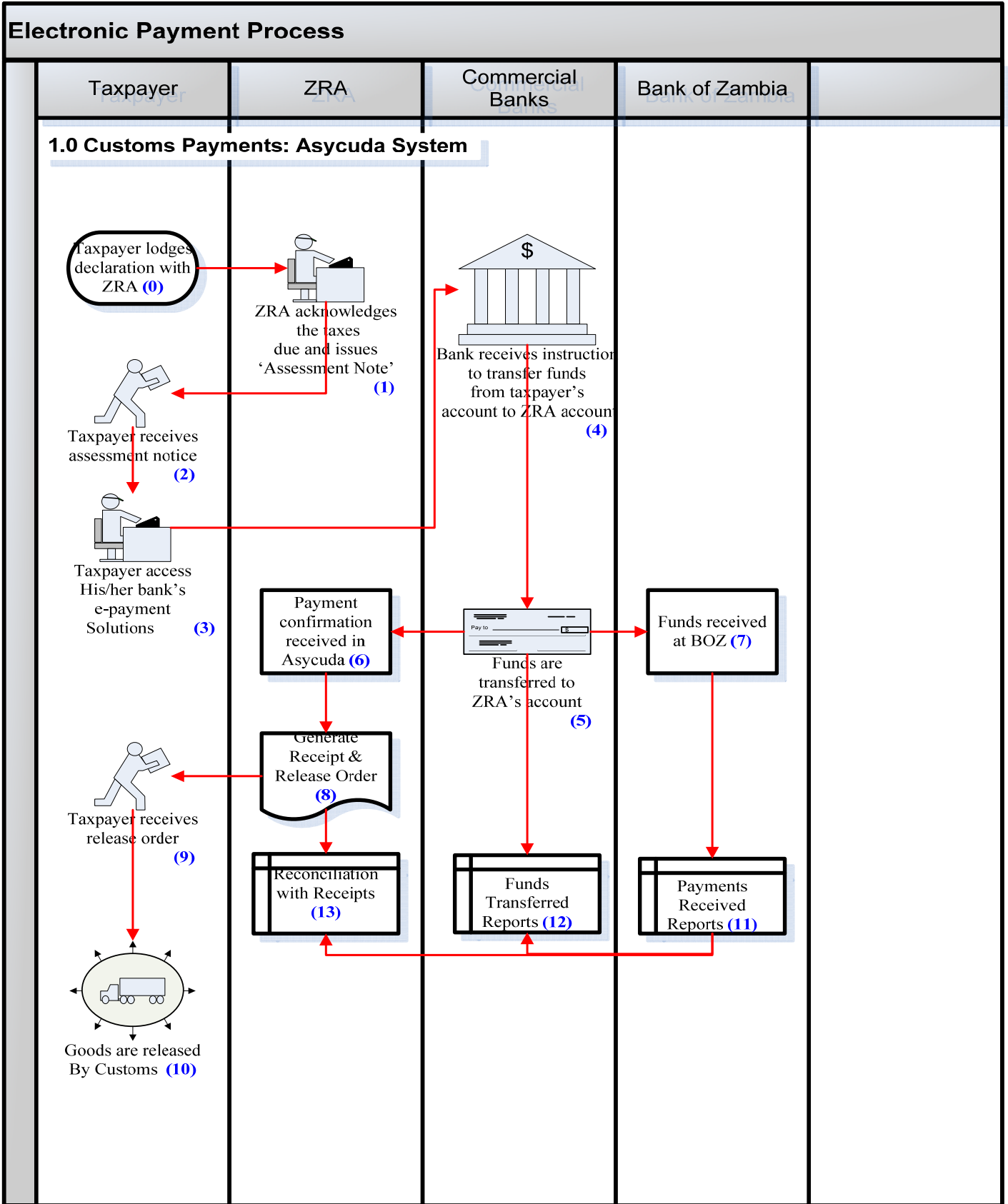
The fundamental aspect of the proposed solutions by the banks is that in phase 1, there should be a seamless integration with the ASYCUDA++ systems used by the Customs Services Divisions to facilitate exchange of information between the two systems. In phase 2, the integration should be extended to the Integrated Tax Administration system used by the Domestic Taxes Division. It will be the bank's responsibility to facilitate this integration between their respective solutions and the ZRA systems at all times.

(iii) Transfer of funds from the commercial bank to the Bank of Zambia

After processing of the taxpayer instructions to pay ZRA, the commercial banks shall provide the appropriate security to safeguard the funds within the stipulated period and also carry out an electronic transfer of funds to the Treasury at Bank of Zambia using the Real Time Gross Settlement Systems (RTGS). This entails that the banking system must also be integrated with the RTGS to facilitate this automatic transfer of funds.

The proposed systems should be flexible to facilitate addition or removal of tax types as and when there are such changes. Also, the systems should be adaptable to changes in the technical specifications for ZRA ICT systems.

### 3.2 Process Flow



#### 4.0 Phase 1: Specifications for Customs Services

For each requirement, a rating has been provided, as follows:

M	Mandatory
I	Important
D	Desirable ('nice to have')

These ratings, together with the Contractor's responses, will be used as a basis for evaluating each Contractor's proposal.

Each Contractor is requested to indicate whether their system meets the stated requirements as follows:

A	Can be met by standard software
B	Can be met using a standard report generator
C	Requires customisation by the user (without affecting core software)
D	Requires bespoke modification to the software
E	Requires enhancement to be provided in a future release
X	Cannot be met

#### 4.1 Functional Specifications

The overall intention is to have a direct electronic payment from the client's bank account to ZRA's tax collections bank account and thereafter an automatic online updating of ASYCUDA++ receipting system to confirm and finalise the transaction.

Ref	Requirement/Feature	Rating	Response	Comments
1	The bank's system MUST provide user authentication and validation.	M		
2	Access MUST be provided to ASYCUDA++ transaction data through the financial institutions system.	M		
3	Users MUST Enter Customs transaction registration for transaction identity validation.	M		
4	Bank system MUST reflect respective payable amounts by tax type drawn from ASYCUDA++ as well as destination tax type accounts and amounts by default, simultaneously (for elimination of input error).	M		
5	Users (customer/taxpayer) MUST either accept transaction if in agreement or reject entire transaction.	M		
6	Users (customer/taxpayer) MUST issue a payment instruction to the bank through the electronic solution provided by the bank.	M		
7	Payment instruction MUST be automatically received into the bank's banking system.	M		
8	Bank system MUST check if clients account has available	M		

Ref	Requirement/Feature	Rating	Response	Comments
	funds for the full transaction.			
9	If funds are sufficient, system MUST simultaneously debit clients account at bank, credit ZRA tax type accounts in bank and update ASYCUDA++ receipting system in that order. The interface between the bank's system and ASYCUDA++ shall be a real-time online interface such that a message is generated and transmitted from the bank's system to ASYCUDA++ via an interface server at ZRA as soon as a transaction is confirmed (i.e. funds have been transferred). The interface is required to operate 24 hours a day, 7 days a week. The file type for the message to be transmitted from the bank's system to ZRA shall be XML for automated messages (rather than text file).	M		
10	The system MUST NOT allow the transaction if clients account has insufficient available balance to cover assessments and give appropriate feedback instantly.  The system MUST NOT accept or allow ANY partial settlements of an Assessment Notice.	M		
11	The system MUST allow for additional payments on the same transaction in cases where tax assessments have been adjusted upwards by ZRA such as through post amendment receipts.	M		
12	Since transactions are based on available funds, the issue of RD instruments does not arise. In the extremely unlikely event of such a challenge arising, current mechanisms for RD cheque management SHOULD apply. i.e. Institution gives ZRA immediate value and requests for refund in writing from ZRA. The refund would be made to the institution within a week on receipt of the letter.	D		
13	System MUST generate acknowledgement note whether transaction successful or not.	M		
14	The system MUST ensure timely transfer of funds from tax type accounts to respective tax type accounts at Bank of Zambia. Our preference is that ZRA accounts at bank should be virtual accounts (no mandate cards required), and funds must swept into Bank of Zambia at agreed short intervals per day.	M		
15	The solution MUST respond first and foremost to the banks own clients and then to other banks' clients too without the need to shift accounts to the bank with the solution.	M		
16	The solution SHOULD respond to the needs of the non-banking taxpayers.	D		
17	The system MUST ensure speedy transaction processing - real time (no reconciliation delay).	M		
18	The solution MUST utilize virtual ZRA account at the commercial bank with preferably instant transfer to BOZ upon transaction confirmation. Transfer to BOZ must be through RTGS.	M		
19	The solution MUST be at bare minimum transaction cost to the client (Return on investment can be mitigated by volumes and turnover). No charges to ZRA.	M		
20	The solution MUST provide a full audit trail of the transaction.	M		

Ref	Requirement/Feature	Rating	Response	Comments
21	The system MUST have a provision for management reports which can be downloaded into Microsoft Office products like Excel	M		

## 5.0 Phase 2: Broad Specifications for Domestic Taxes

The Integrated Tax Administration computer system used by the Domestic Taxes is scheduled for an upgrade. Therefore, the extension of this electronic payment solution to the Domestic Taxes Division will be carried out in phase 2 after a successfully pilot and implementation of the solutions on phase 1 which is on the ASYCUDA++ system for Customs Services Division. However, the *modus operandi* will be similar for both Customs Services and Domestic Taxes Divisions. ZRA expects the proposed systems to have the flexibility to add or remove new taxes as and when need arises.

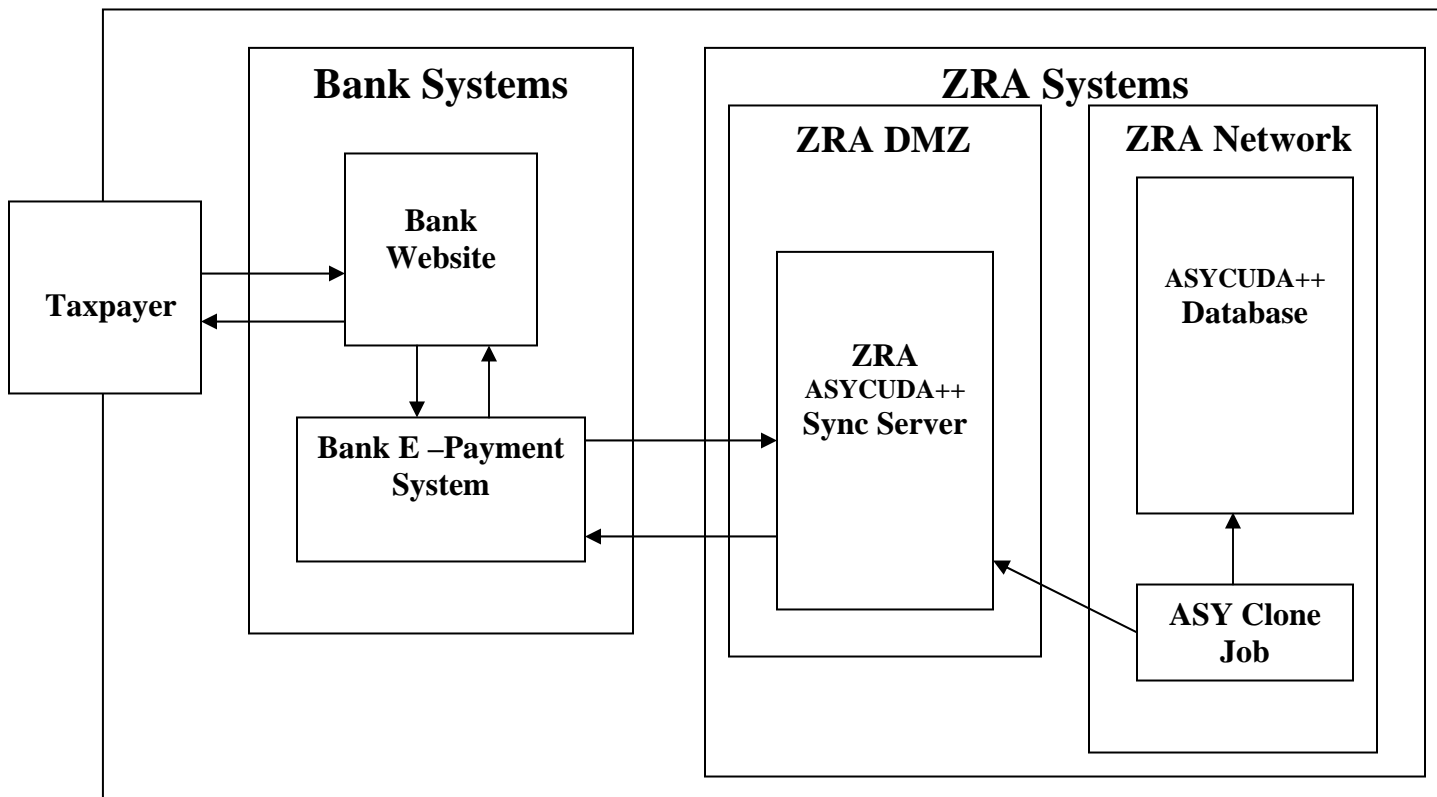
### 5.1 Technical Specifications

Ref	Requirement/Feature	Rating	Response	Comments
<b>Connectivity Requirements</b>				
1	The solution MUST be Internet based to connect all banks and Bank of Zambia to ZRA.	M		
2	The Internet link media MUST be optical fiber based.	M		
3	Bandwidth for connectivity MUST be at least 256/256 Kbps dedicated subscriber loop.	M		
4	Links MUST be terminated through end equipment such as routers and firewalls	M		
5	Application connections MUST terminate at an intermediary system that shall be server based.	M		
6	Links MUST have end to end device authentication and link encryption.	M		
7	The system MUST have end to end application encryption	M		
8	The solution MUST have attack detection and prevention systems with alerting and reporting capabilities	M		
9	The system MUST have Network/Traffic monitoring and control systems to manage bandwidth utilization and application with alerting and reporting capabilities.	M		
<b>Application Requirements</b>				
10	The solution MUST be web based.	M		
11	There MUST be only one point of contact with the ZRA tax administration systems.	M		
12	The system MUST provide transactions audit trails.	M		
13	The solution MUST have a spy mechanism for activities.	M		
14	The solution MUST have authentication mechanism which should expire after an agreed period.	M		
15	The taxpayer MUST NOT be able to retrieve other taxpayer's details.	M		
16	The solution MUST be able to connect an Oracle database based tax administration system.	M		
17	All transactions MUST have a unique identification.	M		
18	The bank's website must be accessed via a secure connection e.g. Verisign.	M		
<b>Non-functional Technical Requirements</b>				
19	The system MUST be an on-line real-time system.	M		

Ref	Requirement/Feature	Rating	Response	Comments
20	The system MUST be able to support multiple concurrent users.	M		
21	The system MUST maintain up to at least five year's prior history on-line before archiving. A facility to enable enquiry on archived data should be made available.	M		
22	The system MUST be able to manage centralized processing.	M		
23	The system MUST have ability to handle multiple locations.	M		
24	The system SHOULD have Online help facility.	D		
25	The system MUST have a facility to log out the user after specified time of inactivity	M		
26	System Passwords MUST be: <ul style="list-style-type: none"> <li>• Minimum 6 characters (alpha numeric) in length</li> <li>• Held in an encrypted form</li> </ul>	M		
27	The system MUST have a facility for periodic password changes at regular intervals defined by ZRA.	M		
28	The system MUST have a GUI interface, be menu driven and user friendly.	M		
29	The system MUST have an easy to use report generator facility, which must allow for the generation of standard reports.	M		
30	The system MUST have the provision of on-line warning or alert messages and transaction rejection where validation identifies invalid data input.	M		
31	The system MUST have facility for output/reports to be directed to either printer, screen or file.	M		
32	The system MUST provide a facility for automatic generation of exception and ad hoc reports.	M		
33	The system MUST have complete package/module integration running under a recognized, Open Standards compliant hardware independent operating system (to be determined by the application requirements).	M		
34	All packages MUST run on Open Standard Technology Platform, written using recognized 4GL and be RDBMS compliant.	M		
35	The system MUST have the facility to print any information displayed on a screen.	M		
36	The system MUST have screen navigation and screen selection facilities.	M		
37	The system MUST have the provision of on-line enquiry/interrogation for transaction level record retrieval.	M		
38	The system MUST be scalable enough to handle as many concurrent connections as the bank's customers	M		
39	The hardware platform MUST be based on state-of-art technology.	M		

<b>Ref</b>	<b>Requirement/Feature</b>	<b>Rating</b>	<b>Response</b>	<b>Comments</b>
40	The system MUST meet the minimum tolerable Mean Time Between Failures (MTBF) in any one calendar year to achieve an uptime of 98%.	M		
41	Reliable and tested relational database management systems such as Oracle are recommended.	M		
42	The Contractors MUST provide the users and ZRA with copies of all documentation pertaining to the software.	M		
43	All the Software and hardware and associated utilities installed MUST be well documented.	M		
44	The Contractors MUST commit to providing on-going technical support	M		
45	The Contractors MUST test all the system functions before implementation.	M		
46	The Contractors MUST correct any system error that is detected in the course of testing and thereafter re-test again as necessary.			
47	The Contractors MUST provide detailed technical and user documentation.	M		
48	The system MUST be thoroughly tested with production volume workloads in a production environment to determine overall performance in terms of throughput, response time, run-time and resource utilization.	M		
49	The system MUST be tested for scalability.	M		
50	The system MUST be tested to ascertain that interfaces are functional and correct by electronically uploading/downloading data from interfaced systems.	M		

## Proposed Solution Model



### 6.0 Acceptance Criteria for the Solutions

The proposed solutions will be evaluated and approved upon meeting the functional and technical specifications which have been prescribed in item 4.0 and 5.0 above. In Phase 1, the evaluation of the proposed solution may also include a simulated demonstration using an ASYCUDA++ test environment.

### 7.0 Product Promotion

The banks whose solutions would meet the criteria and therefore be approved by ZRA shall undertake promotional activities at their own cost to market their new product offering i.e. e-payment of taxes.

### 8.0 Customer Education

The banks whose solutions would meet the criteria and therefore be approved by ZRA shall also educate the customers at their own cost on the operations of their e-payment of taxes product, However, ZRA staff may assist with resources or information on modalities for paying taxes.

### 9.0 System Maintenance

The banks shall also undertake technical maintenance and upgrade of their solutions at own cost. However, ZRA should be notified in advance of any downtime, planned or unplanned, on the payment solution.

**Section VIII. Sample Forms**

**Sample Forms**

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2. Bid Security Form .....39

3. Contract Form .....40

**1. Bid Form**

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

IFB N°: ZRA/ORD/004/09

To: [ \_\_\_\_\_ ]

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply *[description of services]* in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to provide the services in accordance with the implementation schedule proposed in our bid.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for the Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorised to sign the Bid for and on behalf of \_\_\_\_\_

## 2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the provision of *[name and/or description of the services]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Purchaser]* (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, fails or refuses to execute the Contract Form, if required.

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

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*[Signature of the bank]*

### 3. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the Zambia Revenue Authority, Revenue House, Kabwe Roundabout, Lusaka hereafter called “the Purchaser”) of the one part and \_\_\_\_\_ hereinafter called “the Contractor”) of the other part;

WHEREAS the Purchaser invited bids for provision of services, viz., provision of electronic payment solutions and has accepted a bid by the Supplier for the supply of those goods and services in the sum of \_\_\_\_\_ 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 respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of 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 their respective laws the day and year first above written.

Signed, sealed and delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser).

Signed, sealed and delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).