**TRANSPARENCY INTERNATIONAL ZIMBABWE**

**TENDER DOCUMENT**

**TENDER FOR THE SUPPLY OF A PROJECT VEHICLE**

**ISSUE DATE: 06 May 2025 CLOSING DATE: 05 June 2025**

**DOCUMENTS**

Invitation & Instruction for Tender Section I

Tender format and Evaluation criteria Section II

Standard conditions of tender Section III

General conditions of tender Section IV

Special conditions of contract Section V

Specification Section VI

(All of which form part of the contract Documents)

Enquiries in regard to this contract should be made to:

Transparency International Zimbabwe

96 Central Avenue

**HARARE**

**Procurement E-mail :** [**tiz@tizim.org**](mailto:tiz@tizim.org)

**BIDDER’S NAME: ………………………………………………………………………………………**

**THIS DOCUMENT IS TO BE RETURNED INTACT WITH THE TENDER**

**SECTION 1**

**INVITATION TO BID**

Tender for the supply of a project vehicle

**INSTRUCTION TO TENDERERS**

**ELIGIBLE TENDERERS**

1.1 This invitation to the tender is open to all tenderers eligible as described in the instruction to the tenderers. Successful tenderers shall supply the vehicles which meets the specification of them.

1.2 Transparency International Zimbabwe employees, management, board members and their spouses and children are not eligible to participate.(Conflict of interest management).

**SECTION 2**

2.1 Cost of tendering

The tenderer shall bear all costs associated with the preparation and submission of the tender.

2.2 The tender document is issued free of charge to all bidders.

2.3 Clarification of tender

A prospective bidder making enquiries of the tender document may notify Transparency International Zimbabwe in writing by e-mail. Transparency International Zimbabwe will respond in writing to any request for clarification of the tender documents which it receives no later than five working days prior to the deadline for submission of tenders. Written responses including explanations will be sent to all prospective tenderers who have registered their intention to participate in the tender with Transparency International Zimbabwe.

2.4 Transparency International Zimbabwe shall reply to any clarification sought by tenderers within two working days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendments of the tender documents

At any time prior to the deadline for submission of tenders, Transparency International Zimbabwe, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.6 All prospective tenderers who have obtained tender documents at the Transparency International Zimbabwe office will be notified by e-mail and such amendment will be binding on them.

2.7 Validity of tenders

Tender shall remain valid for 30 days. A tender valid for a shorter period shall be rejected by Transparency International Zimbabwe as non-responsive.

2.8 Sealing and marking tenders

The tenderer shall seal the original tender in an envelope, duly marking the envelope as “ORIGINAL” and shall:

a) Be addressed to Transparency International Zimbabwe, 96 Central Avenue, Harare.

b) Bear tender name in the invitation to tender.

c) The envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared late.

**SECTION 3**

3.1 Deadline for submission.

Tenders must be received by Transparency International Zimbabwe at 96 Central Avenue, Harare or on [tiz@tizim.org](mailto:tiz@tizim.org) no later than 05 June 2025 at 1400 hours.

3.2 Clarification of tenders.

To assist in the examination, evaluation and comparison of tenders Transparency International Zimbabwe may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in the prices or substance shall be sought, offered or permitted.

3.3 Arithmetical errors.

Arithmetical errors will be rectified on the following basis:

a) If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit cost and the quantity.

b) If the tender does not accept correction of errors, its tender is rejected.

c) If there is a discrepancy between words and figures the number in words will prevail.

3.4 Evaluation and comparison of tenders

3.4.1 The comparison shall be of the prices including costs as well as freight, insurance, VAT and other related costs.

3.4.2 The financial evaluation will look at value for money.

3.4.3 The technical evaluation will look at how the bid is meeting the technical specification in terms of performance of the vehicles offered for tender.

3.4.4 They will also look at the after-sale service being offered by the garage or dealer for the vehicle offered for sale.

3.4.5 The lowest compliant bidder will win the tender, provided the tenderer is qualified, to perform the contract.

3.4.6 Signing of contract

At the same time as Transparency International Zimbabwe notifies the successful tenderers that its tender has been accepted. Transparency International Zimbabwe will inform other tenderers that their tenders have not been successful.

3.5 Transparency International Zimbabwe expects its suppliers to:

3.5.1. Improve value for money –

a) Actively seek to demonstrate and improve results and reduce costs through the life of the contract/or Purchase Orders.

b) Price appropriately and honestly to reflect requirements and risks.

c) Proactively pursuing continuous improvement to reduce waste and improve efficiency across the organization and wider supply chain

d) Earn fair but not excessive rewards

**3.5.2. Act with Professionalism and integrity –**

a) Be honest and realistic about capacity and capability when bidding.

b) Transparency International Zimbabwe expects that its suppliers encourage and work with their own suppliers and Subcontractors to ensure that they strive to meet the principles of this Code of Conduct and be able to demonstrate this as and when required.

c) Work collaboratively to build professional business relationships, including with Transparency International Zimbabwe staff.

d) Act in a manner that supports the development of a mature and ethical business relationship with Transparency International Zimbabwe.

e) Demonstrate clear, active commitment to Corporate Social Responsibility.

**3.7.3. Be accountable –**

a) Apply pricing structures that align payments to results and reflect a more balanced sharing of performance risk.

b) Expect to be held accountable for delivery and accept responsibility for their role, including being honest when things go wrong so that lessons can be learned.

**3.7.4. Align with Transparency International Zimbabwe –**

a) Apply a strong emphasis on building local capacity by seeking ways to develop local markets and Institutions and avoid the use of restrictive exclusivity agreements.

b) Be able to operate across all Transparency International Zimbabwe offices, including in fragile and conflict affected areas.

c) Share and transfer innovation and knowledge of best practices to maximize overall development impact.

d) Accept we work in challenging environments and act to manage uncertainty and change in a way which protects value for money.

e) Reflect Transparency International Zimbabwe international development goals and demonstrate their commitment to poverty reduction.

**3.7.5. Observe International Labour Conventions –**

a) Transparency International Zimbabwe expects its suppliers, and their sub-contractors to observe International Labour Conventions

b) Prohibit any use of forced, bonded, or indentured labour or involuntary detention labour.

c) Prohibit the use of child labour.

d) Transparency International Zimbabwe does not tolerate any form of discrimination in hiring and employment practices on the ground of race, colour, religion, gender, ethnicity, age, physical disability.

e) Comply with local law in terms, of wages, working hours, and freedom to association and right to organize and bargain collectively.

f) Transparency International Zimbabwe expects its suppliers to support and respect the protection of human rights and to ensure that they are not complicit in the abuse of human rights.

g) Transparency International Zimbabwe expects its suppliers to ensure that they operate a safe and healthy workplace or any other place where production or work is undertaken.

**3.7.6. Have a strong Environmental Policy –**

a) Transparency International Zimbabwe expects its suppliers to have an effective environmental policy and comply with existing legislation and regulations to protect the environment.

b) Suppliers are expected to undertake initiatives to promote greater environmental responsibility and encourage the use of environmentally friendly technologies.

c) Suppliers should obtain wherever possible, a certified quality management system.

7. Anti-corruption and Bribery –

a) Transparency International Zimbabwe expects its suppliers to adhere to the highest standards of moral and ethical conduct, including extortion, fraud, and bribery.

b) Disclose any situation that may appear as a conflict of interest.

c) Apply a zero-tolerance approach to corruption and fraud, with top-quality risk management.

**SECTION 4**

4.1 Safe guarding policy

Child protection policy is a commitment to the well-being of children and protection of beneficiaries involves many people and many actions. One part of protecting children and communities involves implementing a safeguarding policy, which specifies the commitment to a safe organization and supports the safety of children and community members.

4.2 Transparency International Zimbabwe invites car dealers to quote for the supply of vehicles as per lot 1.The vehicles should meet the minimum specification provided and should have an established garage that offer after sale service for the vehicle.

**SECTION II. TENDER FORMAT AND EVALUATION CRITERIA**

**TENDER VALIDITY**

The Tender Validity Period will be 1 month (30 days) from the initial date of advertising. The closing date of submission of the tender will be 30 May 2025.

**TENDER FORMAT**

A one envelope system will be followed for this tender. Bids for the tender shall be submitted as original; hence, participating firms shall keep a copy of the original document.

**TECHNICAL PROPOSAL**

The Technical Proposal for the vehicles quoted that they meet the minimum specifications and performance.

**FINANCIAL PROPOSAL**

The pricing of the vehicles quoted by lot should be CIF Harare

The prices should be quoted in the USD currency

**PROCEDURE FOR EVALUATION OF RESPONSIVE BIDS**

Proposals received will be subject to compliance examination, and only those that meet the eligibility criteria shall then be evaluated in accordance with the steps below.

**EVALUATION OF THE TECHNICAL PROPOSALS**

**PRELIMINARY EVALUATION**

Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness:

a) Copy of certificate of Registration/Incorporation

b) Copy of Valid Tax Compliance certificate

c) CR14 (Company registration documents with a list of directors)

**5.3 TECHNICAL EVALUATION**

The evaluation shall be undertaken by the Transparency International Zimbabwe Procurement Committee. It shall be in accordance with the following technical evaluation criteria and maximum scores in respect of the said criteria, i.e.

|  |  |
| --- | --- |
| **Technical Specification** | **Possible Score** |
| Engine performance | 10 |
| Body layout | 10 |
| Standard items :Vehicle meeting standard items specifications | 10 |
| Delivery lead time Ex-stock, 2-3months | 10 |

s

|  |  |
| --- | --- |
| Warranty of vehicles: 5 years /120 000 kilometres whichever comes first. | 10 |
| After sale service: availability of genuine spares (for the vehicles supplied), the service provider should have a physical workshop or approved authorized dealers. | 10 |
| Sub Total | 60 |
| Financial: Value for money | 40 |
| Total | 100 |

**11. Final Selection**

The final Selection will entail weighting the technical proposal and the Financial Proposal in the proportions of 60% and 40% respectively and thereafter applying preferential procurement points as per Transparency International Zimbabwe procurement Guidelines.

SECTION III : STANDARD CONDITIONS OF TENDER

**1. FORM OF TENDER AND CLOSING DATE**

Sealed tenders made out on the attached tenders Form, which shall be signed by or on behalf of the tenderer, addressed to, Transparency International Zimbabwe, and marked with the appropriate enquiry number of contract number, must reach on the date stated in the public advertisement inviting tenders. If delivered by hand, they must be deposited in the Tender Box, at the Transparency International Zimbabwe 96 Central Avenue Harare by the gate by that time. Tenders will be opened by the Procurement Committee, immediately after the closing time. No Tender sent through the post or delivered shall be considered unless the tender documents are received by the appointed date and time. Proof of posting of tender shall not be accepted as proof of delivery.

***2.* ALTERNATIVES**

The Tenderer may submit alternatives which comply with the basic requirements, and which are to the Transparency International Zimbabwe advantage economically and technically.

**3. PARTICULARS TO BE SUPPLIED**

No tender shall be considered unless the Transparency International Zimbabwe documents are completed in full, and the tender is accompanied by information to show whether or not the goods or services offered comply with the specification. Tenderers must state the country of origin and the name of the manufacturer in the case of goods offered, and documentary proof thereof must be produced. A letter of authorization and committing to supply of after sale service and back up spares should be attached.

4. **ACCEPTENCE OF TENDERS**

Transparency International Zimbabwe does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

5. **TENDER PRICES**

(a) Firm Tenders

This contract shall not be subject to any price variation serve only for legal increases. The prices quoted must not change for the duration of contract period.

(b) Net Prices

In all cases, prices should be quoted NET in the currency of choice, inclusive of VAT and other taxes (if any) and any change arising there from.

**6. DIFFERENCE OR DISCREPANCIES**

Should there be any difference or discrepancy between the prices or price contained in the official Tender Form and those contained in any covering letter, price list, catalogue or similar document from the Tenderer, the prices or price contained in the Official Tender Form shall prevail. Unless otherwise expressly stipulated by the Tenderer in the tender documents, every Tenderer shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by him/her for the purposes of, or in connection with, the submission of his tender, which are in conflict with the General and Special Conditions of Contract. Tenderers are warned that any material divergences from the official conditions or specifications will render their tender liable for disqualification.

**7. COMMUNICATION WITH TRANSPARENCY INTERNATIONAL ZIMBABWE STAFF**

No Tenderer shall offer, promise or give to any person or persons connected with a tender or the awarding of a contract, any gratuity, bonus or discount, etc, in connection with the obtaining of this contract, or Transparency International Zimbabwe employee on a question affecting the awarding of a contract, which is the subject of a tender, during the period between the date of opening of tenders and the date of notification of the successful tenderer, provided that the Supply chain manager may obtain additional, information from the Tenderer to enable him to formulate his recommendation to the Head of office (Transparency International Zimbabwe). Any attempt to contravene this condition shall forthwith be reported to the Head of Transparency International Zimbabwe office, if satisfied that such contravention has taken place, shall disqualify such tender.

**8. IMPORT PERMITS**

Subject to anything to the contrary in the Special Conditions of Contract, Transparency International Zimbabwe will not undertake to secure any Import Permits and/or currency for the import of any goods or materials required for the execution of the contract. Tenderers must apply direct for any Import Permit and/or currency required, but Transparency International Zimbabwe will furnish successful Tenderers with supporting letter if necessary.

SECTION IV: GENERAL CONDITIONS OF CONTRACT FOR SUPPLIES/SERVICES

**1. LAW TO APPLY**

The contract shall in all respects be constructed in accordance with the law of Zimbabwe and any difference that may arise between the Contractor and the Transparency International Zimbabwe in regard to the Contract shall be settled in Zimbabwe.

2. **DISCREPANCIES**

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the contract, the Contractor shall be obliged to refer the matter to the Finance & Admin Manager by whom the Specification was issued for decision before proceeding to execute the contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

3. **SPECIAL CONDITIONS OF CONTRACT**

Any Special Conditions embodied in specification relating to this contract will form part of this contract.

4. **PURCHASE OF GOODS FROM OTHER SOURCES**

Nothing contained in this contract shall be held to restrain Transparency International Zimbabwe from purchasing from persons other than the supplier, any of the goods or materials described or referred to in this , if it shall, in its discretion, think fit to do so, but it will be the general policy of Transparency International Zimbabwe not to exercise this power so long as the supplier carries out all the conditions of this contract, except in cases of emergency, or under circumstances which were not foreseen when the contract was entered into, or when goods may be required at any time for special purposes.

**5. LOCAL AGENT**

If the supplier does not maintain an office or branch in Harare, and has no accredited agent or representative in Harare, Transparency International Zimbabwe may, either before the contract commences, or at any time during the period of contract require him to nominate a representative in Harare who shall be empowered to act for him or his behalf in all matters which may arise from time to time in connection with the due performance of the contract. The supplier shall be held fully responsible for any act committed on his behalf by such representative and liable for any claims which may arise there from.

**6. ASSIGNMENT**

(i) This contract is personal to the supplier and the supplier shall not sub-let, assign or make over the contract or any part thereof, or any share of interest therein, to any other person without the written consent of Transparency International Zimbabwe and on such conditions as it may approve.

(ii) This clause shall not apply to sub-contractors given to regular suppliers of the supplier for materials and minor components relating to the goods supplied or work to be performed. Transparency International Zimbabwe reserves the right to require the supplier to submit the names of any such sub-contractors for its approval.

**7. PATENT RIGHTS**

The seller, shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold Transparency International Zimbabwe indemnified and harmless against any claims for loss or damage (including legal expenses) arising therefrom.

**8. WEIGHTS, QUALITY, QUANTITY, ETC**

(i) The principal features of the goods described should meet the minimum specification requirements.

(ii) All commodities sold by weight or measure are to be supplied by net weights and/or metric measure.

(iii) All goods and materials supplied shall comply in all respects with samples, pattern or specifications where such are provided; and where no samples or patterns are exhibited shall be the best of their respective kinds, the decision of Transparency International Zimbabwe in this regard is binding and conclusive.

(v) Tests and analysis will be made as may be deemed necessary, the cost of which will be borne by Transparency International Zimbabwe, provided it is proved that the supplies are of the stipulated quality: failing which the cost will be for the supplier’s account, and Transparency International Zimbabwe shall have the right to deduct such cost from any sums due to the supplier, or otherwise to recover the cost from him/her.

(vi) Any deliveries not equal to samples, not in accordance with the contract or otherwise unsatisfactory, will be rejected, and such rejected stores will be held at the risk and expense of the supplier and must, if required, be removed by him immediately on receipt of notification of rejection.

(vii) Any work performed, or services rendered not in accordance with contract, or otherwise unsatisfactory, will not be accepted and will be the supplier’s responsibility, should any damage, action or claim arise therefrom. On notification from Transparency International Zimbabwe’s approved representative or agent, the Contractor will be required to take immediate remedial action, and if failing to do so, or in circumstances the deficiency and shall have the right to deduct such cost from any sums due to the supplier or otherwise to recover the cost from him.

9. **DELIVERY, RISK, PACKAGING, ETC**

(i) Unless otherwise provided, all supplies under this contract are to be supplied only against the official form of order issued by Transparency International Zimbabwe internal policy and this condition also applies to services or work to be performed.

(ii) Delivery shall be made free of all charges to Transparency International Zimbabwe 96 Central Avenue Harare.

(iii) The risk on all goods purchased by Transparency International Zimbabwe under the contract shall remain with the seller until such goods have been duly delivered and accepted.

(iv) Unless otherwise stated by the Tenderer, packing cases and packing materials shall be deemed to be included in the contract price and shall be and remain the property of Transparency International Zimbabwe. Where the containers are returnable, the appropriate refund for them must be quoted.

10. **PAYMENT**

Payment by Transparency International Zimbabwe to the Contractor shall be made in accordance with the conditions of payment prescribed in the Special Conditions of Contract. Where no conditions of payment are so prescribed, payment for goods received and accepted by Transparency International Zimbabwe shall be made within 14 days upon receipt of a correct invoice and tax clearance.

11. **TIME FOR PERFORMANCE**

Where the seller undertakes to deliver the vehicles within a specified period, Transparency International Zimbabwe shall be entitled, in the event of the failure of the seller to fulfil such undertaking to recover any loss incurred by it in consequence of such failure.

**10. CONTRACT PRICE ADJUSTMENT**

(i) Variations (not recovered in the main contract) in the cost of manufacture of goods or materials between the closing date of any tender and the completion of manufacture by reason of any act of Government (for example but without otherwise limiting the generality of that phrase, any alteration of wage rates paid to employees engaged in such manufacture prescribed by a wage regulating measure having the force of law, any variation in railway rates of freight or any variation in the cost of the material used in such manufacture prescribed by a price regulating measure having the force of law) shall entitle either party to adjust the contract price in accordance with and to the extent of such variation.

(ii) Any variations in the rates as specified in Section VI (Schedule of Present Ruling Rates on which Tender is Based) between the closing date of any tender and the date of supply to Transparency International Zimbabwe shall also entitle either party to adjust the contract price in accordance with and to the extent of such variation.

(iii) The seller shall:-

(a) If any increase in the contract price under this clause is claimed, submit to Transparency International Zimbabwe a certificate by himself or by the manufacturer, duly sworn, declaring that there have been no variations in the costs referred to in Clauses (i) and (ii) above which would entitle Transparency International Zimbabwe to a reduction of the contract price.

(b) Where an increase of the contract price is claimed or if Transparency International Zimbabwe , in order to establish that there has been a variation in the costs referred to in (i) and (ii) above which would entitle it to a reduction of the contract price under this Clause, so requires, produce a certificate by a registered public accountant, if signed in Zimbabwe, or if signed elsewhere, by an accountant and auditor in the country in which the certificate is signed, certifying the amount of the variation, or such other documentary evidence thereof as may be acceptable to Transparency International Zimbabwe.

(iv) Transparency International Zimbabwe shall be entitled to withhold payment of the contract price, or such portion thereof as may be deemed expedient until all obligations imposed upon the seller by or under this clause have been fulfilled.

**SEQUESTRATIONS OR SURRENDER OF SELLER’S ESTATE**

In the event of:-

(a) An order being made for the confiscation of the seller’s estate, whether provisional or final, or

(b) An application being made for such an order, or

(c) The seller making application for the surrender of his estate as insolvent or giving notice of his intention to surrender his estate; or

(d) The seller entering into, making, or purporting to enter into, make or execute, any deed of Assignment or other composition or arrangement with or for the benefit of his creditors; or

(e) Where the seller is a company –

(i) An order being made placing the company in liquidation or under judicial

management, whether provisional or final; or

(ii) The seller convening a meeting of shareholders to consider a resolution to place

itself in liquidation or passing any such resolution –

Transparency International Zimbabwe shall have the right to terminate the contract forthwith and to claim from the seller any damages it may suffer by reason of such termination or by reason of any of the aforementioned events, and the seller shall have no claim whatsoever for damages or otherwise against Transparency International Zimbabwe.

14. **ARBITRATION**

In the event of a dispute between Transparency International Zimbabwe and the seller as to the meaning or extent of the contract, either party may, if such dispute cannot be settled by the parties, demand a reference to arbitration – one arbitrator to be appointed by each party. Any arbitration in terms of this clause shall be governed by the provisions of the arbitration laws in force in Zimbabwe.

15. **CONTRACT TO BE IN CONFORMITY WITH LAWS AND BY-LAWS**

The contract shall be carried out subject to and in conformity with any law, by-law or regulation, which is of application thereto, and shall be conditional upon any necessary required by law being obtained.

SECTION V: SPECIAL CONDITIONS OF CONTRACT

1. The provisions of paragraph (\*1) of Clause 9 of the General conditions of the contract will not apply to this contract.

2. The purchase order shall be issued after contract signing.

A withholding tax of 10% will be withheld on contracts exceeding $200 in terms of the Income Tax Act Chapter 23:01. If a tax clearance Certificate duly issued by the Assistant Commissioner of Taxes is not produced (original, not a copy). All invoices and accounts (including the invoice for retention money where applicable) relating to this Contract should be sent to Transparency International Zimbabwe, 96 Central Avenue, Harare.

3. Tenders are to state after sale services available including warranties available.

4. The Finance & Administration Manager should be notified of any price increases before the Tenderer can effect service/ purchase of the same.

SECTION IV: SPECIFICATIONS

**SUPPLY OF VEHICLE**

The successful Bidder will supply the vehicle as per the specifications below:

**LOT 1**

**Quantity: One (1)**

**Drivetrain**: Selectable 4x4

**Gearbox**: Manual or Automatic

**Seating Capacity**: 5 occupants

**Audio System**

**Air Conditioning**: Automatic

**Electric Windows**: Front and rear

**Steering Wheel**: Multifunction with audio and cruise control buttons

**Airbags**: Dual front & rear airbags

**Fuel Type**: Diesel

**Double Cab**

**LOT 2**

**Accessories**

Rubberising

Spare Wheel Lock Kit

Locknuts

Tonneau Cover D/C F/Fitted R/B Clip On Taunotent

Anti Smash & Grab Tint – Double Cab

Anti Roll & Nudge Bars, Side Steps