MUAST

MARONDERA UNIVERSITY
OF AGRICULTURAL SCIENCES AND TECHNOLOGY

PROCUREMENT POLICY

POLICY No. PP/31/26

MARONDERA UNIVERSITY
OF AGRICULTURAL SCIENCES AND
TECHNOLOGY
24 AUG 2026
VICE CHANCELLOR

MUAST

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TITLE	MARONDERA UNIVERSITY OF AGRICULTURAL SCIENCES AND TECHNOLOGY PROCUREMENT POLICY
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APPROVED BY	
DATE	

MARONDERA UNIVERSITY OF AGRICULTURAL SCIENCES AND TECHNOLOGY
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Table of Contents

1. PREAMBLE 3
2. DEFINITION OF TERMS 3
3. PURPOSE 5
4. SCOPE OF THE POLICY 5
5. REGULATORY FRAMEWORKS 5
6. OBJECTIVE OF THE POLICY 5
7. ACCOUNTABILITY 6
8. STRUCTURE AND OPERATIONAL RESPONSIBILITIES 6
9. LEGALITY AND COMPLIANCE 6
10. ETHICS 6
11. DISCLOSURE OF INTEREST 7
12. ETHICAL CODE FOR PROCUREMENT 7
13. PROCUREMENT PLANNING 8
14. PROCUREMENT PREPARATION 8
15. PROCUREMENT MANAGEMENT UNIT 8
16. EVALUATION COMMITTEE 8
17. PROCUREMENT THRESHOLDS 9
18. METHODS OF PROCUREMENT 9
19. METHODS FOR PROCUREMENT OF SERVICES 9
20. NOTIFICATION OF CONTRACT AWARD 10
21. RECORDS OF PROCUREMENT PROCEEDINGS 10
22. DOMESTIC PREFERENCE 10
23. CHALLENGE TO PROCUREMENT PROCEEDINGS 10
24. PAYMENT OF INVOICES 11
25. DISPOSAL OF ASSETS 11
26. PROCUREMENT CONTRACT, CONTRACT MANAGEMENT AND TERMINATION 11
27. REPORTING 12
28. COMPLIANCE WITH UNIVERSITY POLICY 12
29. MONITORING AND REVIEW OF THE POLICY 12

MARONDERA UNIVERSITY OF AGRICULTURAL SCIENCES AND TECHNOLOGY
24 AUG 2026
VICE CHANCELLOR

1. PREAMBLE

1.1. Marondera University of Agricultural Sciences and Technology (MUAST) is a modern and unique institution of higher learning established through an Act (Chapter 25:29) of Parliament in 2015. The University is driven by the vision to be a leading global centre of excellence in the provision of technology driven sustainable green agricultural solutions". Underpinned by its unique CORE VALUES: Excellence, Diversity, Innovation, Ethics, Ubuntu, Sustainability and Integrity; the University aims at producing globally acceptable and competent graduates grounded in agricultural, entrepreneurial and technological skills through excellence in teaching, research and extension services, innovation and industrialization.

1.2. The Procurement Policy provides the essential information on how procurement shall be handled for various requirements through the use of respective procurement procedures and brief step-by-step procedures for procurement of goods, works and services. This document is intended to guide the University's procurement officials directly involved in the procurement activities. It also intends to help in understanding the procurement processes and to achieve uniformity in procurement processes followed under any specific project. The University's procurement is guided by the Act and Regulations.

2. DEFINITION OF TERMS

In this policy:

2.1. **Accounting Officer** means Vice Chancellor;

2.2. **Act** means Public Procurement and Disposal of Public Assets Act (PPDPA) [(Chapter 22:23)];

2.3. **Authority** means Procurement Regulatory Authority of Zimbabwe (PRAZ).

2.4. **Bid** means an offer, solicited by a procuring entity in accordance with the PPDPA Act.

2.5. **Bid security** means a monetary assurance given by a bidder and guaranteed by a bank or other third party that- (a) if the bidder withdraws his or her bid before the end of the bidding period; or (b) refuses to sign the procurement contract if selected; the bidder will forfeit the bid security amount to the procuring entity.

2.6. **Bidder** means a potential party to a procurement contract with a procuring entity for the supply of a procurement requirement.

2.7. **Bidding document** means a document provided by a procuring entity to bidders, indicating the form in which they are to submit their bids and the information they are to provide.

2.8. **Bidding** period means the period described in section 39(1) of the PPDPA Act, within which bids may be submitted;

2.9. **Challenge** means a challenge to procurement proceedings;

2.10. **Chief Executive Officer** means the Chief Executive Officer of the Authority;

MARONDERA UNIVERSITY OF AGRICULTURAL SCIENCES AND
24 AUG 2026
VICE CHANCELLOR

2.11. **Conflict of interest** means a situation in which a public officer's personal or family interests may benefit, directly or indirectly, from any conduct on his or her part, or any decision he or she may make, as a public officer.
2.12. **Consultancy service** means a service of an intellectual and advisory nature.
2.13. **Contractor** means a person that enters into a procurement contract with a procuring entity.
2.14. **Corruption** means any conduct that constitutes an offence under Part IX of the Criminal Law (Codification and Reform) Act [Chapter 9:23] or any attempt, conspiracy or incitement to commit such an offence.
2.15. **Day** means a day of the week other than a Saturday, Sunday or public holiday.
2.16. **e-Procurement** means the procurement of goods, works or services through Internet-based information technology.
2.17. **Evaluation committee** means an evaluation committee appointed in terms of section 18 of the Act.
2.18. **Framework agreement** means an agreement between a procuring entity and a bidder (or bidders consisting of two or more competing suppliers of the procurement requirement) to establish the terms and conditions governing procurement contracts to be awarded during a period, in particular with regard to price and, where appropriate, the quantities envisaged.
2.19. **Goods** mean things of any kind or description, including-
    a) raw materials, products and equipment; and
    b) things in solid, liquid or gaseous form; and
    c) electricity; and (d) services incidental to the supply of the goods, where the value of the services does not exceed that of the goods themselves.
2.20. **Individual Procurement plan** means a plan for each individual procurement above the prescribed threshold value
2.21. **Non-consultancy service** means a labouring or other service that is performed physically.
2.22. **Procurement** means the acquisition by any means of goods, works or services.
2.23. **Procurement activities** mean any one or more of the totality of the specific activities or tasks required in any way to bring the procurement process to a successful conclusion or to ensure that the process has been conducted in accordance with the Act.
2.24. **Procurement contract** means a contract between a procuring entity and a contractor which results from procurement proceedings.
2.25. **Procurement management unit** means a procurement management unit established in terms of section 17, of the Act.
2.26. **Procurement notice** means a notice published in terms of section 38(2) of the Act.
2.27. **Procurement proceedings** or "procurement process" means all stages or any stage of the procurement of goods, works or services conducted by a procuring entity from the sourcing stage up to the issuance of the Certificate of Completion /GRV.
2.28. **Procuring entity** means Marondera University of Agricultural Sciences and Technology (MUAST).

MARONDERA UNIVERSITY OF AGRICULTURAL SCIENCES AND TECHNOLOGY
24 AUG 2026
VICE CHANCELLOR

2.29. **Regulations** mean Public Procurement and Disposal of Public Assets (General) Regulations, 2018.

2.30. **Responsive bid** means a bid that meets the requirements of the procuring entity.

2.31. **Non-Responsive** bid means a tender that fails to meet the mandatory requirements outlined and therefore cannot be considered for further evaluation.

2.32. **Service** means a procurement requirement that is performed through a consultancy or non-consultancy service.

2.33. **University** means Marondera University of Agricultural Sciences and Technology

2.34. **Threshold** means a financial limit above or below which certain procurement proceedings may be applied in the Act.

2.35. **Individual Procurement Plan** is an individual Procurement above the described Threshold Value.

3. PURPOSE

3.1. The purpose of this policy is to:

3.1.1. set out the principles and processes that apply with respect to procurement by the University

3.1.2. ensure that the University's procurement function is carried out within a clearly defined and transparent internal control framework

3.1.3. ensure that the University's procurement processes comply with relevant legislation and accounting practices, and

3.1.4. ensure that procurement processes are conducted in a manner that ensures the University maintains a reputation for being fair and unbiased when dealing with suppliers.

3.1.5. ensure value for money in procurement

4. SCOPE OF THE POLICY

4.1. This policy applies to the procurement of goods, works and services by MUAST and to all stages of procurement. This policy covers all procurement activities using funds held or managed by the University, regardless of their source, and including research funds.

5. REGULATORY FRAMEWORKS

5.1. This Policy derives its mandate from the PPDPA Act (Chapter 22:23), Government Directives, The Public Procurement and Disposal of Public Assets (General) Regulations, 2018 and PRAZ Public Procurement Guidelines.

6. OBJECTIVE OF THE POLICY

6.1. To ensure that procurement is effected in a manner that is transparent, fair, honest, cost-effective and competitive

6.2. To promote competition among bidders

6.3. To provide for the fair and equitable treatment of all bidders, leading to procurement contracts that represent good value for money

MARONDERA UNIVERSITY OF AGRICULTURAL SCIENCES AND TECHNOLOGY
24 AUG 2026
VICE CHANCELLOR

6.4. To promote the integrity of, and fairness and public confidence in, procurement processes.

7. ACCOUNTABILITY

7.1. The Accounting Officer is responsible for the financial administration of the University's affairs. This is in line with the provisions of the Act, for accountability for the use of public funds. This includes a duty to ensure that the procurement of goods, services and works is managed appropriately - the University's actions must therefore be able to demonstrate value for money as well as an open, transparent and non-discriminatory approach to its procurement activity.

7.2. Deans of Faculty and Heads of Institutes /Departments are responsible for ensuring that all procurement activities within their authority is carried out in compliance with the University policy, procedures and ethical standards.

7.3. All procurement shall be carried out by the PMU with Deans of Faculty and Heads of Institutes /Department being responsible for provision of correct and complete specification to the PMU as per their requirements.

8. STRUCTURE AND OPERATIONAL RESPONSIBILITIES

8.1. The PMU manages all procurement needs of the University. The PMU seeks to advance the understanding and use of best procurement practice in the University and to work with colleagues to achieve value for money in all University transactions.

8.2. All purchasing activities will adhere to a value threshold system, whereby contract value dictates the procurement process. Staff development and training opportunities will be provided for all those involved in purchasing, at whatever level.

9. LEGALITY AND COMPLIANCE

9.1. This section is intended to provide an outline of the law which applies to the University's dealings with companies and other organizations.

9.2. It does not cover all legal matters and advice on any legal issues relating to University procurement.

9.3. The University's procurement is in compliance with the Act and Regulations and all procurement activities are regulated by the Authority.

9.4. However, if the University receives donor funds with specific procurement instructions, procurement will be done as per donor instructions which should also comply with the provisions of the Act and Regulations.

10. ETHICS

10.1. The University embraces and endorses the highest principles with regard to ethics and has a commitment to observe the highest standards of probity and propriety in all its business transactions.

10.2. Any member of University staff involved in the procurement process should promote this commitment by maintaining an unimpeachable standard of

MARONDERA UNIVERSITY
OF AGRICULTURAL SCIENCES AND
TECHNOLOGY
24 AUG 2026
VICE CHANCELLOR

integrity in all their business relationships both inside and outside the University.

10.3. The University has also articulated an anti-bribery and anti-corruption statement which prohibits the offering, the giving, the solicitation or the acceptance of any bribe.

11. DISCLOSURE OF INTEREST

11.1. In accordance with the University conflict of interest procedure, all staff are expected to follow the procedures for ad hoc and annual declarations of interest.

11.2. This includes disclosing relevant interests in the university's register of interests.

11.3. All staff are responsible for ensuring that entries in the Conflict-of-Interest register relating to them are kept up to date regularly and promptly.

11.4. In particular, any member of staff with the procuring entity must declare any interest held in any company which supplies goods or services to any part of the University or in any company which could be considered as a potential supplier and no person shall be a signatory to a university contract where he or she also has an interest in the activities of the other party.

12. ETHICAL CODE FOR PROCUREMENT

12.1. Any University employee involved in procurement activities must always act ethically, in good faith and in the best interests of the University.

12.2. Employees are responsible for obtaining competitive prices and for ensuring the quality of services and products. In addition to the aspects applicable to ethical behavior, the following must also be complied by employees at all times.

12.2.1. Declare in writing any conflict or potential conflict of interest before the University procures.

12.2.2. Goods or services from the staff member or student or from an organization within which the staff member holds.

12.2.3. Avoid the intention or appearance of unethical or compromising practices in relationships, actions and communication with suppliers.

12.2.4. Show due care towards the University by complying with the University's policies, meeting all the University's legal instructions and acting only according to delegated authority;

12.2.5. Avoid practicing private business or professional activities that may be in conflict with the interest of the University and may contravene Act or any University policy;

12.2.6. Never request money, loans, credit or preferential treatment from a supplier or accept gifts, entertainment, favors or services from a supplier/or potential supplier that may possibly have an effect on the outcome of the procurement decision;

12.2.7. Treat confidential information or proprietary information of the University or supplier with the necessary care and with consideration to its legal and ethical implications.

MARONDERA UNIVERSITY OF AGRICULTURAL SCIENCES AND TECHNOLOGY
24 AUG 2026
VICE CHANCELLOR

12.3. When it is not easy to decide between what is and what is not acceptable in terms of gifts or hospitality, the offer should be declined or advice sought from the relevant head of department or the Director Procurement.

12.4. For the protection of those involved, the university gift policy shall apply.

13. PROCUREMENT PLANNING

13.1. An annual procurement plan states in general terms products and services needed for a particular year, when they will be required, their approximate costs and the procurement methods to be used.

13.2. The Procurement Plan shall be used as a tool for;

13.2.1. Helping the University allocate resources, estimate workloads, estimate time sensitivity and execute procurement processes in line with the project needs.

13.2.2. Enabling the University to supervise procurements financed from the budget, loan or grant proceeds in an organized and systematic manner.

13.2.3. Keeping stakeholders informed of the business opportunities provided by the University, so as to promote competition among suppliers.

13.3. The PMU shall prepare an Annual Procurement Plan as well as an Individual Procurement Plan (refer to Section 22 and 23 of the Act) that shall be updated at the beginning of each year, the procurement plan shall be approved by the Accounting Officer before being sent to the Authority by end of the first month of each year.

14. PROCUREMENT PREPARATION

14.1. For the purposes of any procurement, a procurement management unit shall use only the standard bidding documents that are produced and issued by the Authority.

14.2. The Procuring Entity shall ensure that, before initiating procurement proceedings, adequate funds have been budgeted and allocated to the procurement including any funds required for the publication of notices.

15. PROCUREMENT MANAGEMENT UNIT

15.1. The University shall establish a Procurement Management Unit headed by the Accounting Officer, which shall be responsible for managing all the entity's procurement activities in accordance with the Act.

15.2. The Accounting officer shall determine the size, location and structure of the entity's Procurement Management Unit, taking into account the entity's procurement requirements and the availability of trained and experienced persons to staff the unit. (Refer to Section 17 of the Act)

16. EVALUATION COMMITTEE

16.1. For each procurement above the prescribed threshold, the Accounting Officer shall appoint an evaluation committee in accordance with Section 18 of the Act.

MARONDERA UNIVERSITY
OF AGRICULTURAL SCIENCES AND
TECHNOLOGY
24 AUG 2026
VICE CHANCELLOR

16.2. An evaluation committee shall consist of:

16.2.1. One member from procurement management unit who shall attend meetings of the evaluation committee as an adviser and shall not have a vote on issue to be decided by the committee.

16.2.2. At least three other members, including user department, Finance officer, Legal Officer

16.2.3. The functions of an evaluation committee shall be:

i. Receiving from the PMU the bid opening records and bids; and
ii. Evaluating bids and preparing the bid evaluation report and recommendations for award of a contract; and
iii. Submitting its evaluation reports to the PMU; and
iv. Exercising any other functions conferred or imposed on the committee by the Act.
v. In the exercise of its functions an Evaluation Committee shall be answerable to the procurement management unit or Accounting Officer.

17. PROCUREMENT THRESHOLDS

17.1. The University shall apply for authority to conduct Procurement from the Authority (refer to Section 15 of the Act) which is valid for two years and can be renewed for further periods afterwards.

17.2. All Procurement Activities will adhere to a value threshold system whereby contract value dictates the Procurement Process.

18. METHODS OF PROCUREMENT

18.1. The following methods of procurement shall be used by the University:

18.1.1. Two-stage method of competitive bidding.
18.1.2. Pre-qualification in competitive bidding
18.1.3. Restricted bidding method.
18.1.4. Direct procurement method.
18.1.5. Request for quotations method.

Refer to Section 30 to 34 of the Act and Section 15 to 17 of the Regulations

19. METHODS FOR PROCUREMENT OF SERVICES

19.1. The following methods can be used for procurement of consultancy services:

19.1.1. Quality and Cost Based Selection (QCBS)
19.1.2. Quality Based Selection (QBS)
19.1.3. Fixed Budget Selection (FBS)
19.1.4. Least Cost Method (LCS)
19.1.5. Consultant Qualification Based Selection (CQS)
19.1.6. Single Source Selection (SSS)

Refer to Section 57 to 66 of the Act

MARONDERA UNIVERSITY OF AGRICULTURAL SCIENCES AND TECHNOLOGY
24 AUG 2026
VICE CHANCELLOR

20. NOTIFICATION OF CONTRACT AWARD

20.1. Within one month after awarding a procurement contract, a procuring entity shall

20.1.1. Publish a notice of the award in the same manner as it published the procurement notice; and

20.1.2. Send a copy of the notice to the Authority for publication on the Authority's website.

21. RECORDS OF PROCUREMENT PROCEEDINGS

21.1. A procuring entity shall keep a separate record for each procurement, (the "procurement record") which shall be marked with a reference number for easy identification.

21.2. The procurement record shall contain accurate copies of all documents and communications related to the procurement concerned and shall include at least the following:

21.2.1. a description of the procurement requirement; and

21.2.2. a list of the participating bidders and their qualifications; and

21.2.3. any requests for clarifications and any responses thereto; and

21.2.4. where applicable, a statement of the reason for choosing a procurement method other than competitive bidding or request for proposals; and

21.2.5. the bid prices; and

21.2.6. a summary of the evaluation of bids; and

21.2.7. a summary of any review proceedings, and the resulting decisions.

22. DOMESTIC PREFERENCE

22.1. When evaluating bids, the procuring entity must give preference to bids from Zimbabwean or local suppliers. This will include women suppliers and youth (section 29 of the Act)

23. CHALLENGE TO PROCUREMENT PROCEEDINGS

23.1. A potential or actual bidder in Procurement Proceedings who claims to have suffered, or to be likely to suffer, loss or injury due to a breach of a duty imposed on a procuring entity may challenge the procurement proceedings by lodging a written notice with the procuring entity (refer to Section 73 of the Act).

23.2. Where notice of the award of a contract has not yet been issued, a challenge may be lodged at any stage of the Procurement proceedings up to the date on which such notice is issued. Provided that, where the grounds of a challenge concern alleged improprieties in the invitations to bid or to pre-qualify which have become apparent before bids were opened, the challenge shall be lodged prior to bid opening.

23.3. Where notice of the award of a contract has been issued, a challenge may be lodged only within the fourteen-day period referred to in section 55(2) or 60(14) of the Act.

23.4. A challenge shall not be entertained unless:-

MARONDERA UNIVERSITY OF AGRICULTURAL SCIENCES AND TECHNOLOGY
24 AUG 2026
VICE CHANCELLOR

23.4.1. in the written notice the bidder has identified the specific act or omission alleged to constitute a breach of duty on the part of the procuring entity; and

23.4.2. when lodging the written notice, the bidder deposits with the Procuring Entity a sum of money in the prescribed amount by way of security for costs.

23.5. If the Procuring Entity concedes that it breached a duty as alleged in the challenge, it shall within five days.

23.5.1. notify the bidder concerned and the Authority of its concession; and

23.5.2. take whatever steps it considers necessary, or as the Authority may direct to rectify the breach.

24. PAYMENT OF INVOICES

24.1. There is a legal requirement to pay suppliers within the time period agreed under the Procurement Contract.

24.2. Where such terms have not been expressly stated, this is normally taken to be payment within 30 days of the invoice date.

24.3. The supplier is entitled to charge interest on outstanding amounts due beyond the agreed payment period.

25. DISPOSAL OF ASSETS

25.1. The Accounting officer shall be responsible for ensuring that the procuring entity disposes of its public assets that are unserviceable, obsolete or surplus.

25.2. Disposal committee: A procuring entity shall establish a disposal committee for the purpose of recommending the best method of disposing of unserviceable, obsolete or surplus public assets. (Refer to Section 91 of the Act).

25.3. Restriction on disposal of assets to employees, etc.

25.3.1. Except in such circumstances and subject to such conditions as may be prescribed, a procuring entity shall not dispose of an unserviceable, obsolete or surplus asset to any of its employees or to a member of its board or any of its committees (Refer to Section 93 of the Act).

26. PROCUREMENT CONTRACT, CONTRACT MANAGEMENT AND TERMINATION

26.1. PMU and Legal Office shall draft a contract to be signed by the procuring entity and the supplier. PMU and User department shall be responsible for contract management to:

26.1.1. Ensure that the procuring entity meets its contractual obligations; making payments on time and providing any required information, documentation and site access

26.1.2. Monitor whether the contractor is meeting its obligations and take action in cases of delay or default

26.1.3. Ensure that all changes are correctly documented in writing to avoid misunderstandings or claims.

MARON UNIVERSITY OF AGRICULTURAL SCIENCES AND TECHNOLOGY
24 AUG 2026
VICE CHANCELLOR

26.1.4. Minimise risks associated with the contract

26.2. Contract to be terminated upon issuance of a certificate of completion certified by the inspection committee or breach of contract.

27. REPORTING

27.1. PMU shall submit Monthly, Quarterly and Annual Returns as required by the Authority.

28. COMPLIANCE WITH UNIVERSITY POLICY

28.1. Failure to comply with the policy is an act of misconduct which is subject to disciplinary action.

29. MONITORING AND REVIEW OF THE POLICY

29.1. Policies are subject to review after every 4 years.

..... **Date**.....

Approved By

Professor Justice Nyamangara
Vice Chancellor
Marondera University of Agricultural Sciences and Technology

MARONDERA UNIVERSITY
OF AGRICULTURAL SCIENCES AND
TECHNOLOGY
24 AUG 2026
VICE CHANCELLOR