

## ZIMBABWEAN

# GOVERNMENT GAZETTE EXTRAORDINARY

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General Notice 691 of 2021.

### INSURANCE AND PENSIONS COMMISSION (IPEC)

#### Notification of Contract Awards

THE Insurance and Pensions Commission (IPEC) in terms section 68 of the Public Procurement and Disposal of Public Assets Act [Chapter 22:25], hereby publishes the following contract awards:

#### *Tender number*

IPEC/DOM/11/2020. Provision of security services for the year 2021 to 2022. Winning bidder: Securico Security Services. Contract value: US\$400 per 1 x 12 hour security guard

IPEC/DOM/12/2020. Provision of catering services for the year 2021 to 2022. Winning bidder: Dots Kitchen. Contract value: US\$2,60 per standard plate.

IPEC/DOM/13/2020. Provision of insurance cover for the year 2021 to 2022. Winning bidder: ZIB Brokers. Contract value: US\$23 541,93.

IPEC/DOM/14/2020. Provision of human resources consultancy services. Winning bidder: MBB Training and Development.

General Notice 692 of 2021.

### INSURANCE AND PENSIONS COMMISSION (IPEC)

#### Invitation to Domestic Competitive Bidding

THE Insurance and Pensions Commission (IPEC) invites prospective suppliers to participate in the following tenders:

#### *Tender number*

IPEC/DOM/01/2021. Supply and delivery of Toyota Hilux 2.8 litre GD6 Auto. Closing date and time: 7th May, 2021, at 1000 hours.

IPEC/DOM/02/2021. Supply and delivery of Nissan X-trail 7 Seat, 4WD, 2.0l, Auto. Closing date and time: 7th May, 2021, at 1030 hours.

IPEC/DOM/03/2021. Supply and delivery of laptops, mobile phones and tablets. Closing date and time: 7th May, 2021, at 1100 hours.

IPEC/DOM/04/2021. Supply and delivery of corporate wear and promotional materials. Closing date and time: 7th May, 2021, at 1145 hours.

IPEC/DOM/05/2021. Provision of SAP Currency Configuration Services. Closing date and time: 7th May, 2021, at 1200 hours.

IPEC/DOM/06/2021. Provision of PABX and telephone repairs and maintenance services. Closing date and time: 7th May, 2021, at 1230 hours.

Bidders must submit hardcopies enclosed in a sealed envelope and endorsed on the outside with the advertised tender number, description and closing date and must be deposited in a

tender box situate at Insurance and Pensions Commission, Head Office, 160, Rhodesville Avenue, Greendale, Harare, Zimbabwe, or email the bids to **tenders@ipec.co.zw** on or before the above mentioned closing date and time, addressed to:

The Procurement Manager,  
Insurance and Pensions Commission,  
160, Rhodesville Avenue, Greendale,  
Harare, Zimbabwe.

Bidding documents for the above captioned tenders are obtainable upon payment of non-refundable fee of ZWL800,00, which can be paid either in cash or transfer into **IPEC FBC Bank Account, Belgravia Branch, Account Number 312 750 807 0137**.

IPEC does not bind itself to award the lowest bidder or any bid and reserves the right to accept the whole or part of any bid. Bidders are free to attend and witness tender opening. Late bids will not be accepted.

General Notice 693 of 2021.

### MARONDERA UNIVERSITY OF AGRICULTURAL SCIENCES AND TECHNOLOGY (MUASt)

#### Invitation to Domestic Competitive Bidding

MARONDERA University of Agricultural Sciences and Technology (MUASt) is inviting interested, eligible and reputable suppliers who are registered with PRAZ to participate in the following tenders:

#### *Tender number*

MUASt/DCB/08/2021. **Lot 1:** Supply and delivery of brand new Toyota SUV LandCruiser 200 series VX-8.

**Lot 2:** Supply and delivery of three Toyota Hilux 2.8GD-6 4 x 4 double cabs. Closing date and time: 16th April, 2021, at 1000 hours.

Tenders must be enclosed in sealed envelopes and endorsed on the outside with the advertised Procurement Reference number, tender description and tender closing date. Tenders must be received not later than 1000 hours on or before the respective indicated closing dates or hand delivered to the tender box addressed to the attention of the Accounting Officer, Marondera University of Agricultural Sciences and Technology, CSC Campus, PO. Box 35, Marondera, Zimbabwe. Tender documents are obtainable and submitted at Marondera University of Agricultural Sciences and Technology upon a payment of a non-refundable fee of ZWL \$1 000,00, per tender document from 0800 hours to 1600 hours. Tenders received after closing date and time whether by hand or post will be treated as late bids and shall be rejected.

All enquiries should be directed to **pmu@muast.ac.zw** or to the Director Procurement and Transport @ **wmuchandepi@muast.ac.zw**

General Notice 694 of 2021.

## GWANDA STATE UNIVERSITY

### Invitation to Tender

GWANDA State University is inviting interested, eligible and reputable suppliers to participate in the following tender:

#### *Tender number*

GSU/003/2021. **Lot 1:** Supply and delivery of one brand new Land Cruiser 200 Series VX- Automatic. Closing date: 16th April, 2021.

**Lot 2:** Supply and delivery of four brand new Toyota Hilux 2.8l GD 4x4 Double Cab Manual.

#### **Minimum Requirements**

1. Certificate of Incorporation.
2. CR 6 Forms.
3. CR14 forms.
4. Current Tax Clearance Certificate.
5. Proof of current registration with PRAZ.
6. Dealership Certificate with Toyota.

Tenders must be enclosed in sealed envelopes and endorsed on the outside with the advertised Procurement Reference Number, tender description and tender closing date. Tenders must be hand delivered and deposited into the tender box on or 1000 hours on or before the closing date. Tender documents are available upon a payment of a non-refundable fee of

ZWL\$1 000,00, between 0800 hours to 1600 hours. Soft copies of the document are available for free on request by email. The request should be on a letterhead. Late bids will be rejected.

All enquiries should be addressed (in writing) to the Accounting Officer:

**Attention:** The Procurement Management Unit (PMU), Gwanda State University, Epoch Mine Campus, Filabusi, Zimbabwe.

Email: **procurement@gsu.ac.zw**  
(084)2824720 or (084)2824716

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### *Statutory Instruments Issued as Supplements to this Gazette Extraordinary*

<i>Number</i>	
96.	Grain Marketing (Control of Sale of Cotton) Regulations, 2021.
97.	Grain Marketing (Control of Sale of Soya Beans) Regulations, 2021.

Grain Marketing (Control of Sale of Cotton) Regulations, 2021

ARRANGEMENT OF SECTIONS

*Section*

1. Title.
2. Application.
3. Interpretation.
4. Control of cotton.
5. Sale or delivery of cotton.
6. Acquisition and disposal of cotton.
7. Seizure.
8. Compensation for cotton wrongly seized.
9. Powers of police officers and authorised persons.
10. Unlawful, sale, purchase and possession of cotton.

IT is hereby notified that the Minister of Lands, Agriculture, Fisheries, Water, and Rural Resettlement has, in terms of section 39 of the Grain Marketing Act [*Chapter 18:14*], made the following regulations: —

*Title*

1. These regulations may be cited as the Grain Marketing (Control of Sale of Cotton) Regulations, 2021.

*Application*

2. These regulations are additional to any contractual obligations agreed to by a contract farmer and to the extent of any inconsistency with the contracted obligations, these regulations shall prevail.

*Interpretation*

3. In these regulations —  
“agricultural produce” means seasonal or perennial crops,  
livestock and fisheries produce;

## Grain Marketing (Control of Sale of Cotton) Regulations, 2021

“authorised agency” means any Government parastatal or entity acting on behalf of the government that is involved in the collection, storing, distribution or marketing of agricultural produce and “authorised person” shall be construed accordingly;

“contract farmer” means a farmer who enters into a scheme contract with either the Government or any registered entity or person;

“contract produce” means any agricultural produce that the contract farmer has produced or undertaken to produce to a scheme contract;

“contractor” is any person; company or entity, registered in terms of section 32 of the Act, that enters into a scheme contract with a producer to grow cotton;

“cotton” for the purpose of these regulations means unmanufactured, unprocessed harvested cotton before the removal of seed;

“Grain Marketing Board” means the Grain Marketing Board established by section 3 of the Grain Marketing Act [*Chapter 18:14*];

“Minister” means the Minister responsible for Lands and Agriculture or any other Minister to whom the President may from time to time assign the administration of the Grain Marketing Act;

“producer” means any person registered in terms of section 32 of the Act who, by himself or herself or his or her agents, grows cotton;

“scheme contract” means a contract between—

- (a) a contract farmer and the Government of Zimbabwe;  
or
- (b) contract farmer and a registered entity or person  
contract;

to produce cotton where under the contractor supplies agricultural inputs in return for the contract farmer delivering the contract produce to the designated delivery points or GMB depots specified in the scheme contract;

“sell” includes to keep, offer, expose, transmit, convey, prepare for sale, barter, exchange or hawk, display or advertise for sale, exchange or dispose for valuable consideration.

*Control of cotton*

4. (1) Subject to these regulations cotton is a controlled product in terms of section 29 of the Act.

(2) The area within which the product shall be controlled is all the provinces of Zimbabwe.

*Sale or delivery of cotton*

5. (1) No person or statutory body or company or entity under a contractual obligation to sell to a contractor or to the Grain Marketing Board or any authorised agency shall sell or otherwise dispose of any cotton except to such contractor or to the Grain Marketing Board or any authorised agency.

(2) Any cotton which is required to be sold to the Grain Marketing Board or any authorised agency in terms of this section shall be delivered at such time, place, and quantities as the Board or authorised agency may direct and under such terms and conditions as may be provided by the Board or authorised agency.

## Grain Marketing (Control of Sale of Cotton) Regulations, 2021

(3) The Grain Marketing Board or authorised agency shall not acquire cotton from any person other than a contract farmer, producer or contractor.

### *Acquisition and disposal of cotton*

6. (1) No person, statutory body, company or entity shall buy or otherwise acquire any cotton from a contract farmer or producer without a prior contractual obligation to do so.

(2) No person shall use or dispose of cotton seed acquired through the Government otherwise than for such purpose except with the written permission of the Government.

(3) With effect from the date of commencement of these regulations, no person other than the Grain Marketing Board or authorised agency shall export from Zimbabwe cotton of any quantity or any description until such a date that shall be specified by the Minister by way of notice in the *Gazette*.

(4) In order to secure the contracted obligations, a contracted farmer or producer shall deliver contract produce in accordance with the agreed provisions of a scheme contract, or to the nearest Grain Marketing Board or authorised agency.

(5) Where there is reasonable suspicion that cotton is being sold in contravention of these regulations —

- (a) an authorised person; or
- (b) police officer;

may seize the cotton in question or seize any vehicle, container, or other property used in connection with the storage or transportation of cotton in question as an exhibit in the contemplated prosecution of the offence, in accordance with the provisions of these regulations.

*Seizure*

7. Subject to section 8 any property seized in contemplation of a prosecution for a contravention of these regulations —

- (a) shall be taken forthwith and delivered to a place of security under the control of a police officer or authorised person:

Provided that fungible property such as cotton may be stored by comingling it with other fungible property of the same kind;

- (b) shall be held in custody at the former possessor's risk until—
  - (i) the criminal proceedings in connection with which the property has been seized are abandoned or discontinued or are concluded otherwise than with the conviction of the accused, in which event the custodian inspector or police officer shall forthwith restore such items to the person from whom were seized or to whom they belong, as may be appropriate; or
  - (ii) the criminal proceedings have resulted in the conviction of the accused person, in which event the convicting court may order any such property to be forfeited to the State.

*Compensation for cotton wrongly seized*

8. (1) Where cotton has been wrongly seized, the person to whom the cotton belong may make an application to the High Court for the payment of compensation.

(2) The application must be made within the period of three months from the date of seizure of such cotton.

## Grain Marketing (Control of Sale of Cotton) Regulations, 2021

(3) The court may order compensation to be paid to the applicant only if satisfied that—

- (a) the applicant has suffered loss as a result of the seizure;
- (b) there has been a serious default on the part of the authorised agency or person or police officer that made the seizure;
- (c) the seizure would not have been made had the default not occurred.

(4) Where the court orders the payment of compensation—

- (a) the compensation is payable by the authorised agency that made the seizure;
- (b) the amount of compensation to be paid is the amount that the court thinks reasonable, having regard to the loss suffered and any relevant circumstances.

### *Powers of police officers and authorised persons*

9. (1) Subject to section 38 of the Act, a police officer or a person generally or specifically authorised thereto by the Minister may upon giving not less than 24 hours verbal or written notice to the contract farmer, enter and inspect the land or premises of the contract farmer for the purposes of ensuring that the contract produce is being produced in compliance with standards specified in or under the scheme contract.

(2) A police officer, authorised person or inspector must produce on demand a certificate of identification and authority as such before entering any contract farmer's land:

Provided that, if any cotton seized under these regulations is of such a nature that it cannot reasonably be removed by the person seizing it, he or she shall declare it as having been secured in the



place where he or she found it and the provisions of subsection (4) in so far as they apply to the return of the seized cotton to persons from whose custody they were taken shall apply, *mutatis mutandis*.

(3) A police officer or an authorised person in terms of subsection (1) may obtain a warrant to enter or search any dwelling or house he or she believes on reasonable grounds that evidence relating to a contravention of these regulations is to be found in that dwelling or house.

*Unlawful, sale, purchase and possession of cotton*

10. Any person, whether or not a party to a scheme contract who deals in or possess cotton in contravention of these regulations; that is to say purchases, receives, stores, sells, obtains, possesses, exports, transports or otherwise disposes of such cotton, in contravention of these regulations, shall in terms of section 40(2) of the Act be guilty of an offence and liable to a fine not exceeding three times the value of such controlled product, calculated on the current selling price of the Grain Marketing Board within Zimbabwe of the highest grade or class of that controlled product or eight hundred dollars, whichever is greater, or in default of payment, to imprisonment for a period not exceeding two years.



Grain Marketing (Control of Sale of Soya Beans) Regulations, 2021

ARRANGEMENT OF SECTIONS

*Section*

1. Title.
2. Application.
3. Interpretation.
4. Control of soya beans.
5. Sale or delivery of soya beans.
6. Acquisition and disposal of soya beans.
7. Seizure.
8. Compensation for soya beans wrongly seized.
9. Powers of police officers and authorised persons.
10. Unlawful, sale, purchase and possession of soya beans.

IT is hereby notified that the Minister of Lands, Agriculture, Fisheries, Water, and Rural Resettlement has, in terms of section 39 of the Grain Marketing Act [*Chapter 18:14*], made the following regulations: —

*Title*

1. These regulations may be cited as the Grain Marketing (Control of Sale of Soya Beans) Regulations, 2021.

*Application*

2. These regulations are additional to any contractual obligations agreed to by a contract farmer and to the extent of any inconsistency with the contracted obligations, these regulations shall prevail.

*Interpretation*

3. In these regulations —  
“agricultural produce” means seasonal or perennial crops,  
livestock and fisheries produce;

## Grain Marketing (Control of Sale of Soya Beans) Regulations, 2021

“authorised agency” means any Government parastatal or entity acting on behalf of the government that is involved in the collection, storing, distribution or marketing of agricultural produce and “authorised person” shall be construed accordingly;

“contract farmer” means a farmer who enters into a scheme contract with either the Government or any registered entity or person;

“contract produce” means any agricultural produce that the contract farmer has produced or undertaken to produce to a scheme contract;

“contractor” is any person; company or entity, registered in terms of section 32 of the Act, that enters into a scheme contract with a producer to grow soya beans;

“Grain Marketing Board” means the Grain Marketing Board established by section 3 of the Grain Marketing Act [*Chapter 18:14*];

“Minister” means the Minister responsible for Lands and Agriculture or any other Minister to whom the President may from time to time assign the administration of the Grain Marketing Act;

“producer” means any person, registered in terms of section 32 of the Act, who, by himself or herself or his or her agents, grows soya beans;

“receiving depot” means any place appointed by the Grain Marketing Board in terms of the Grain Marketing Board operations procedures and manual to be a receiving depot;

“scheme contract” means a contract between—

- (a) a contract farmer and the Government of Zimbabwe;
- or

- (b) contract farmer and a registered entity or person contract;

to produce soya beans where under the contractor supplies agricultural inputs in return for the contract farmer delivering the contract produce to the designated delivery points or GMB depots specified in the scheme contract;

“sell” includes to keep, offer, expose, transmit, convey, prepare for sale, barter, exchange or hawk, display or advertise for sale, exchange or dispose for valuable consideration.

“soya beans” means harvested whole seed or crushed but unprocessed and unmanufactured soya bean.

*Control of soya beans*

4. (1) Subject to these regulations soya beans is a controlled product in terms of section 29 of the Act.

(2) The area within which the product shall be controlled is all the provinces of Zimbabwe.

*Sale or delivery of soya beans*

5. (1) No person or statutory body or company or entity under a contractual obligation to sell to a contractor or to the Grain Marketing Board shall sell or otherwise dispose of any soya beans except to such contractor or to the Grain Marketing Board.

(2) Any soya beans which is required to be sold to the Grain Marketing Board in terms of this section shall be delivered to the Grain Marketing Board at such time, place, and quantities as the Board may direct and under such terms and conditions as the Grain Marketing Board may provide.

## Grain Marketing (Control of Sale of Soya Beans) Regulations, 2021

### *Acquisition and disposal of soya beans*

6. (1) No person, statutory body, company or entity shall buy or otherwise acquire any soya beans from a contract farmer without a prior contractual obligation to do so.

(2) No person shall use or dispose of soya beans acquired through the Grain Marketing Board for use as seed otherwise than for the such purpose except with the written permission of the Grain Marketing Board.

(3) A contract farmer is permitted to keep or transport not more than two bags of soya beans of a capacity not exceeding 50 kilograms per bag from one area of the country to the other without any authorisation from the Grain Marketing Board.

(4) A contract farmer is permitted to transport soya beans in excess of that specified under subsection (3) in the following cases —

- (a) where such soya beans are being transported to be sold to the nearest Grain Marketing Board;
- (b) where an authorised person has permitted such soya beans to be transported for any other specified purpose, which authority must be evidenced in writing to any police officer on demand.

(5) With effect from the date of commencement of these regulations, no person other than the Grain Marketing Board shall export from Zimbabwe soya beans of any quantity or any description until such a date that shall be specified by the Minister by way of notice in the *Gazette*.

(6) In order to secure the contracted obligations, a contracted farmer or producer shall deliver contract produce in accordance with the agreed provisions of a scheme contract, or to the Grain Marketing Board.

(7) Where there is reasonable suspicion that soya beans are being sold in contravention of these regulations —

- (a) an authorised person; or
- (b) police officer;

may seize the soya beans in question or seize any vehicle, container, or other property used in connection with the storage or transportation of the soya beans in question as an exhibit in the contemplated prosecution of the offence, in accordance with the provisions of these regulations.

*Seizure*

7. (1) Subject to section 8 any property seized in contemplation of a prosecution for a contravention of these regulations —

- (a) shall be taken forthwith and delivered to a place of security under the control of a police officer or authorised person:

Provided that fungible property such as grain may be stored by comingling it with other fungible property of the same kind;

- (b) shall be held in custody at the former possessor's risk until—
  - (i) the criminal proceedings in connection with which the property has been seized are abandoned or discontinued or are concluded otherwise than with the conviction of the accused, in which event the custodian inspector or police officer shall forthwith restore such items to the person from whom were seized or to whom they belong, as may be appropriate; or
  - (ii) the criminal proceedings have resulted in the conviction of the accused person, in which event the convicting court may order any such property to be forfeited to the State.

## Grain Marketing (Control of Sale of Soya Beans) Regulations, 2021

### *Compensation for soya beans wrongly seized*

8. (1) Where soya beans have been wrongly seized, the person to whom the soya beans belong may make an application to the High Court for the payment of compensation.

(2) The application must be made within the period of three months from the date of seizure of such soya beans.

(3) The court may order compensation to be paid to the applicant only if satisfied that—

- (a) the applicant has suffered loss as a result of the seizure;
  - (b) there has been a serious default on the part of the authorised agency or person or police officer that made the seizure;
  - (c) the seizure would not have been made had the default not occurred.
- (4) Where the court orders the payment of compensation—
- (a) the compensation is payable by the authorised agency that made the seizure;
  - (b) the amount of compensation to be paid is the amount that the court thinks reasonable, having regard to the loss suffered and any relevant circumstances.

### *Powers of police officers and authorised persons*

9. (1) Subject to section 38 of the Act, a police officer or a person generally or specifically authorised thereto by the Minister may upon giving not less than 24 hours verbal or written notice to the contract farmer, enter and inspect the land or premises of the contract farmer for the purposes of ensuring that the contract produce is being produced in compliance with standards specified in or under the scheme contract.



(2) A police officer, authorised person or inspector must produce on demand a certificate of identification and authority as such before entering any contract farmer's land:

Provided that, if any soya beans seized under these regulations is of such a nature that it cannot reasonably be removed by the person seizing it, he or she shall declare it as having been secured in the place where he or she found it and the provisions of subsection (4) in so far as they apply to the return of the seized soya beans to persons from whose custody they were taken shall apply, *mutatis mutandis*.

(3) A police officer or an authorised person in terms of subsection (1) may obtain a warrant to enter or search any dwelling or house he or she believes on reasonable grounds that evidence relating to a contravention of these regulations is to be found in that dwelling or house.

*Unlawful, sale, purchase and possession of soya beans*

10. Any person, whether or not a party to a scheme contract who deals in or possess soya beans in contravention of these regulations; that is to say purchases, receives, stores, sells, obtains, possesses, exports, transports or otherwise disposes of such soya beans, in contravention of these regulations, shall in terms of section 40(2) of the Act be guilty of an offence and liable to a fine not exceeding three times the value of such controlled product, calculated on the current selling price of the Grain Marketing Board within Zimbabwe of the highest grade or class of that controlled product or eight hundred dollars, whichever is greater, or in default of payment, to imprisonment for a period not exceeding two years.

