

INVITATION TO TENDER (ITT)

Tender Reference: [ZTEN01/26]

Tender Title: Merchandise Licensee Tender

Issuing Authority: Zimbabwe Football Association (“the Issuer”)

Country: Republic of Zimbabwe

Date of Issue: 3rd February 2026

Closing Date and Time: 12th February 2026 at 10:00 hours CAT

1. INTRODUCTION

Zimbabwe Football Association invites sealed tenders from suitably qualified and experienced entities for the **exclusive manufacture of official match kits, training apparel, leisurewear, footballs, branded stationery and all relevant branded merchandise.**

This tender is issued in line with principles of **fairness, transparency, competitiveness and value for money**, and is governed by the **Public Procurement and Disposal of Public Assets Act [Chapter 22:23]**, where applicable, and general commercial and contract law of Zimbabwe.

2. BACKGROUND AND OBJECTIVES

The Issuer is the lawful owner and/or custodian of all intellectual property rights relating to its football teams, competitions, brands, logos, names, crests and associated imagery (“IP Rights”).

The objective of this tender is to appoint a strategic commercial partner to:

Manufacture of official match kits, training apparel, leisurewear, footballs, branded stationery and all relevant branded merchandise.

Distribute such products within Zimbabwe and, where approved, internationally,

Operate retail channels (physical and/or online) for the sale of the merchandise.

3. SCOPE OF WORK

The successful bidder will be required to provide an **end-to-end solution**, including but not limited to:

3.1 Manufacturing

- Design and manufacture of official match kits, training apparel, leisurewear, footballs, branded stationery and all relevant branded merchandise.
- Compliance with quality, durability and performance standards acceptable to the Issuer and FIFA/CAF regulations where applicable.
- Ethical sourcing and labour practices.

3.2 Distribution

- Warehousing and logistics within Zimbabwe.
- Nationwide and International distribution to approved retailers, clubs, and outlets.
- Inventory management and reporting.

3.3 Retailing

- Operation of retail outlets and/or e-commerce platforms.
 - Merchandising, marketing and promotions.
 - Pricing strategy subject to Issuer approval.
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4. EXCLUSIVITY

The appointment shall be **exclusive**, subject to satisfactory performance, for the duration of the contract. No third party shall manufacture, distribute or retail official merchandise without the written consent of the Issuer.

5. DURATION OF CONTRACT

The contract shall be for a **fixed, non-cancellable period of two (2) years** commencing from the date of signature by the last signing party ("Effective Date").

No early termination for convenience shall be permitted during the initial two-year term, save for termination arising from material breach as provided for in this Agreement.

6. ELIGIBILITY AND QUALIFICATION REQUIREMENTS

Bidders must demonstrate: - Registration as a legal entity in Zimbabwe or authority to operate in Zimbabwe; - Valid tax clearance certificate (ITF263 or equivalent); - Proven experience in sports apparel manufacturing, distribution or retailing; - Financial capacity to undertake the assignment; - No record of insolvency, liquidation or material litigation.

7. INTELLECTUAL PROPERTY AND BRAND CONTROL

7.1 All IP Rights remain vested in the Issuer.

7.2 The successful bidder shall be granted a **limited, non-transferable licence** to use the IP Rights solely for the purposes of this contract.

7.3 All designs, marketing materials and partnerships must receive prior written approval from the Issuer.

7.4 The Issuer reserves the right to reject any association or sponsorship deemed inconsistent with its values or brand integrity.

8. COMMERCIAL TERMS

Bidders must clearly outline: - Proposed royalty structure or revenue share (% of net or gross sales), Minimum annual guarantees, Pricing framework, Investment commitments (e.g. tooling, marketing, retail setup), Payment terms and currency.

8.1 Non-Refundable Licensing Fee

The successful bidder shall, upon signature of the contract, pay a **non-refundable licensing fee of United States Dollars Two Hundred Thousand (US\$200,000)** to the Issuer.

This licensing fee is payable in full within **five (5) business days** of signature,

Is a condition precedent to the grant of any manufacturing, distribution or retail rights,

Shall not be credited against royalties, minimum guarantees or any other payments,

Shall remain non-refundable irrespective of performance, termination or expiry of the contract, save in the event of proven fraud by the Issuer.

Failure to pay the licensing fee within the stipulated timeframe shall render the award null and void.

9. GOVERNANCE, COMPLIANCE AND REPORTING

The successful bidder shall:

Comply with all applicable Zimbabwean laws, including labour, tax, customs and exchange control regulations,

Submit periodic sales and royalty reports

Permit audits by the Issuer or its appointed agents upon reasonable notice.

10. TERMINATION

The Issuer may terminate the contract for

Material breach

Insolvency or business rescue

Reputational harm

Failure to meet minimum performance thresholds.

Termination shall be without prejudice to accrued rights and remedies.

11. CONFIDENTIALITY

All information provided in this tender process shall be treated as confidential and used solely for the purposes of preparing a bid.

12. DISPUTE RESOLUTION

Any dispute arising shall be resolved in accordance with the laws of Zimbabwe. Parties shall first seek amicable resolution, failing which disputes shall be referred to **arbitration in Harare** in terms of the **Arbitration Act [Chapter 7:15]**.

13. SUBMISSION OF TENDERS

Tenders must include:

Company profile,

Technical proposal,

Commercial proposal,

Proof of eligibility,

Signed declaration of non-collusion.

Submissions must be delivered to:

Address: Head of Commercial Affairs,
1st Floor, South Wing, Block 4, Tendeseka Park, Samora Machel, Eastlea, Harare,
Zimbabwe

Email: mruck@zifa.co.zw

Late submissions will not be considered.

14. EVALUATION CRITERIA

Tenders will be evaluated based on:

Technical capability and experience,
Financial offer and commercial value,
Brand alignment and design quality,
Local content and empowerment,
Risk management and compliance.

The Issuer is not obliged to accept the lowest or any tender.

15. RESERVATION OF RIGHTS

The Issuer reserves the right to:

Amend or cancel this tender,
Request clarifications, Negotiate with preferred bidders,
Reject any or all tenders without assigning reasons.

Issued by:

Mark Ruck

Head of Commercial Affairs

Zimbabwe Football Association

3rd February 2026