

CITY OF MASVINGO

LEASING OF CHARLES AUSTIN KITCHEN

TENDER NO. HSL02/2026

CLOSING DATE: 19 JUNE 2026

**ENQUIRIES IN REGARD TO THESE TENDERS SHOULD BE
MADE TO:-**

**THE TOWN CLERK
CITY OF MASVINGO
CIVIC CENTRE
P.O BOX 17
MASVINGO**

TEL: 039-2262431-4

ENQUIRIES TO BE MADE DURING WORKING HOURS

Website: www.masvingocity.org.zw

SECTION I: INVITATION TO TENDER

City of Masvingo (hereafter referred to as ("**the Landlord**") invites parties who are interested in leasing Charles Austin Theatre Kitchen on a three (3) year lease agreement renewable on acceptance of the tenant's request by the Landlord.

The tender document with further detailed information may be obtained from **the office of the Director of Housing and Social Services** during normal working hours **upon payment of non-refundable fees of USD\$120.00** between 9.00 am and 4.00 pm.

Bidders may also download details of the tender document from the City of Masvingo website www.masvingocity.org.zw free of charge.

Completed tender document should be submitted in a plain sealed envelope clearly marked in Bold Letters: **CHARLES AUSTIN THEATRE KITCHEN** and addressed to:-

**THE TOWN CLERK
CITY OF MASVINGO
CIVIC CENTRE
P.O BOX 17
MASVINGO**

and physically deposited in the tender box situated in **Chamber Secretary's Office, First Floor at Civic Centre Offices**, before the **19 June 2026 at 10.00 a.m.**

Tenders shall be opened soon thereafter in the presence of bidders or their representatives who wish to attend in the **City of Masvingo Board Room, 1st Floor, Civic Centre**.

A compulsory site visit will be conducted on **12 June 2026** and all prospective bidders should meet at the Director of Housing and Social Services's Office at 10.00 a.m.

Late tenders shall be rejected and returned un-opened.
Any form of canvassing will lead to automatic disqualification.

SECTION II: INSTRUCTIONS TO TENDERERS

1.0 INTRODUCTION

The City of Masvingo will enter into lease agreement with bidder who will have submitted their bid and accepted by the council.

2.0 ELIGIBILITY OF TENDERERS

2.1 This Invitation to tender is open to all the interested and eligible bidders as described in invitation to tender (ITT) above.

2.2 City of Masvingo's employees and council members are not eligible to participate in the tender.

2.3 Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practices or debarred to participate in public procurement.

3.0 COST OF BIDDING

Please note the following:

- (i) the costs of preparing the tender and of negotiating the Contract, including any visit to the Lessor are not reimbursable as a direct cost of the assignment; and
- (ii) the Lessor is not bound to accept any of those costs regardless of the conduct or outcome of the bidding process.

4.0 BID DOCUMENTS

4.1 The contents of the Bid documents are listed below and should be read in conjunction with any addendum issued by City of Masvingo.

Section I: Invitation to Tender

Section II: Instruction to Bidders

Section III: Detailed Description of the bar and condition

Section IV: Evaluation Criteria

Section VI: Financial and Technical Bid Forms

4.2 The bidder must familiarize themselves with local conditions and take them into account in preparing their tender. To obtain first-hand information on the assignment and on the local conditions, bidders are encouraged to liaise with the City of Masvingo regarding any information that they may require before submitting their bids.

4.3 Bidders should contact City of Masvingo using the address provided in clause 5.7 of this tender document to arrange for any visit or to obtain any additional information. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

5.0 AMENDMENTS AND REQUESTS FOR CLARIFICATIONS

- 5.1 At any time prior to the deadline for submission of bids, the Landlord for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the tender documents by amendment.
- 5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing and the amendment will be binding on them.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, City of Masvingo, at its discretion, may extend the deadline for the submission of tenders.
- 5.4 A prospective bidder requiring any clarification of the tender document may notify the Landlord in writing at the entity's email addresses indicated herein. The Landlord will respond in writing to any request for clarification of the tender documents received to every bidder.
- 5.5 Bidders may request a clarification of the tender document only up to ten [10] days before the tender submission date.
- 5.6 The Landlord shall reply to any clarifications sought by the bidders within 48 hours of receiving the request to enable the bidder to make timely submission of bidder's tender.
- 5.7 For all enquiries or clarifications, please contact City of Masvingo's Director of Housing at any of the following communication facilities:
- i. Tel: +263 392 262431-4
 - ii. Email address: masvingocityhousing@gmail.com

6.0 PREPARATION OF BIDS

6.1 TECHNICAL PROPOSAL

6.1.1 Bidders are expected to examine all instructions, forms, terms, requirements and other information in the bid document. Failure to submit a bid that is not substantially responsive may result in the rejection of a bid. A bid will be deemed responsive when all the required documents/information is furnished.

6.2 FINANCIAL PROPOSAL

6.2.1 In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions outlined in the tender document.

6.2.2. The Financial Proposal should clearly state the amount, the bidder is offering for monthly rentals for a monthly period.

7.0 SUBMISSION OF BIDS

7.1 The bidder has been provided with various forms to complete. These shall constitute part of this tender.

7.2 It is the duty of the bidder to ensure that he carefully reads the tender document to enable him/her adequately complete the bid documents. Failure to furnish all information required by the tender document or to complete/submit the bid in conformity with the requirements of this tender document shall result to its disqualification / rejection.

7.3 The bidder shall submit his/her bid as a single package. The submitted bid must conform to the format prescribed in Section I of this tender document.

7.4 All bids must be completed in full and be **signed** by the bidder or a person duly authorized. Any alteration and over writing should be initialed by the person signing the bid document. A bid not duly signed shall be considered nonresponsive and shall be disqualified.

7.5 Where the bidder submits unsealed or improperly marked envelopes the bid will be disqualified and the City of Masvingo will not assume any responsibility for the bids misplacement or mishandling.

7.6 Bidders **MUST** paginate their bids.

8.0 LANGUAGE OF THE BID

8.1 The language of the correspondences shall be in English language.

9.0 PRICE

10.1 Bidders shall express the price of their lease proposals in **UNITED STATES DOLLARS (USD)**. In the event that the bidder elects to submit the bid in any other currency, the Landlord shall reserve the right to accept or reject the bid in total.

10.0 MODIFICATION AND WITHDRAWAL OF BIDS

10.1 The bidder may modify or withdraw its bid after submission; provided that the modification, substitution or written notice of withdrawal of the bid is received by the Landlord prior to the deadline prescribed for submission of bids. No bid may be modified or withdrawn after the deadline for submission of bids.

10.2 The bidder's modification or withdrawal notice shall be packaged and dispatched in accordance with tender procedures. A withdrawal notice may be sent by email, but must be followed by a signed original, postmarked not later than the deadline for submission of bids.

11.0 EVALUATION OF THE BIDS

11.1 PRELIMINARY EXAMINATION OF BIDS

11.1.1 The City of Masvingo shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

11.1.2 If a bid is not substantially responsive, it shall be rejected by the City of Masvingo and may not subsequently be made responsive by the Bidder by correction of the nonconformity. A substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning failure to comply with any one of the mandatory requirements, shall be deemed to be a material deviation.

11.2 EVALUATION PROCESS

11.2.1 The Tender Evaluation Committee appointed by the City of Masvingo shall evaluate the bids on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows;

a) Mandatory Requirements

Bids not meeting all the mandatory requirements will receive no further consideration during the evaluation process. The Bidders shall be required to provide/meet the following:-

In the case of the company

- (i) Certificate of Incorporation
- (ii) CR 14
- (iii) CR 6
- (iv) Detailed proposal to refurbish the facilities before operation
- (v) Three (3) year development plan

In the case of an Individual

- (i) Certified national ID
- (ii) Bank statement
- (iii) Police clearance
- (iv) Detailed proposal to refurbish the facilities before operation
- (v) Three (3) year development plan

b) Comparison of financial offers

The technically qualified bidder with the highest bid price may be awarded the tender subject to the Landlord's rights and provided that the bidder is determined to be qualified to perform the lease agreement satisfactorily.

12.0 NEGOTIATIONS

12.1 Before the award of the lease agreement, City of Masvingo may conduct negotiations with the highest evaluated bidder. The aim is to reach agreement on all points and sign a contract.

12.2 Negotiations will include a discussion of the rent, term of lease and terms and conditions of the lease agreement.

13.0 NOTIFICATION OF AWARD AND CONTRACTING

13.1 The City of Masvingo will notify the successful bidder in writing that his/her bid has been accepted.

13.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the bidder and the City of Masvingo. Simultaneously the other bidders shall be notified that their bids were not successful.

13.3 Successful bidder shall sign a contract/lease agreement with the City of Masvingo within 30 days and not earlier than 14 days from the date of award.

13.4 The Laws of Zimbabwe shall be applicable to the formal contract/lease agreement.

14.0 THE CITY OF MASVINGO'S RIGHT

14.1 The City of Masvingo reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of contract without incurring any liability to the affected bidders or bearing any obligation to inform them of the grounds of City of Masvingo's actions.

15.0 CORRUPT OR FRAUDULENT PRACTICES

15.1 The City of Masvingo requires that all bidders observe the highest standards of ethics during the tendering process, execution of contracts and when the contract is in force. The City of Masvingo will not enter into contract with any bidder who has engaged in corrupt or fraudulent practices during the tendering process. Canvassing in any form is strictly prohibited and will lead to automatic disqualification.

Eng. E. Mukaratirwa
Town Clerk

Date

SECTION III:DETAILED DESCRIPTION OF CHARLES ASUTIN THEATRE KITCHEN AND CONDITIONS

16.0 INTRODUCTION

16.1 THE CITY OF MASVINGO wishes to lease its Charles Austin Theatre Kitchen measuring 37.44 square metres in Masvingo as detailed below:-

17.0 CONDITION OF THE PREMISES

17.1 The Prospective bidder ("Tenant") must examine the Kitchen to establish whether according to themselves are in good order, safe and in tenantable conditions. However, the City of Masvingo will lease the Kitchen in it's present condition.

18.0 RENT

18.1 The prospective bidder ("tenant") shall pay without demand, to the City of Masvingo ("Landlord") rent for the contracted Kitchen per month in advance on or before the **5th day of each calendar month**.

19.0 TERM

19.1 The term of Lease agreement shall run for a period of **three (3) years**, renewable on acceptance of the tenant's request by the Landlord.

20.0 USE OF KITCHEN

20.1 The said Kitchen shall be used sorely by the Lessee for food selling or canteen purposes including, without derogating from the generality of the afore going , the food selling services, but shall not be put to any other use without the written consent of the Lessor thereto first being obtained.

20.2 The Lessee shall be entitled to the use of all permanent improvements to the said Kitchen, subject to the conditions as to the maintenance thereof as hereinafter set out.

20.3 The Lessee shall, at their own cost and charge, keep and maintain all facilities pertaining to the said kitchen as well as all internal cupboards , ceilings and all improvements to the said kitchen including without derogating from the generality of the afore going all buildings and the fixtures and fittings

thereto as well as all food handling facilities and other permanent improvements in proper working order and repair not merely upon the termination of this Lease but throughout the currency thereof, fair wear and tear alone expected.

20.4 That the Lessee shall at all reasonable times, permit the Lessor's representative duly authorized thereto, to enter upon said land for the purposes of inspecting the same and movables and for the purposes of ascertaining whether the provisions of this agreement are being adhered to by the Lessee.

21.0 PERMANENT IMPROVEMENTS

21.1 The Lessee shall have the right during the currency of this Lease to do some improvements at the Kitchen, at his/her own cost and charge, such permanent improvements as he/she may see fit for the purposes of enabling them to enjoy the rights granted to them in terms hereof. Provided however, that the Lessee shall, before effecting any such permanent improvements cause notice in writing to be given to the Lessor:-

21.1.1 Of his/her intention to make such permanent improvements and,

21.1.2 Giving details of the improvements that he/she intends to make.

21.1.3 That unless otherwise agreed to by parties in writing the Lessee shall not upon the termination or earlier determination of this Lease be entitled to any compensation in respect of any such permanent improvements.

21.2.1 That nothing herein contained shall be deemed to preclude the parties from agreeing in writing at any time to the payment of compensation by the Lessor in respect of any permanent improvements made to the said land by the Lessee during currency of this lease.

22.0 SUBLETTING

22.1 That the Lessee shall not be entitled to sublet any portion of the said kitchen or any other facilities here on, save with the consent in writing of the Lessor thereto first being obtained.

23.0 MAINTENANCE OF MOVABLES

23.1 That the Lessee undertake to maintain the movables in good and proper working order and repair, not merely at the termination or earlier determination of this Lease, but throughout the currency of this lease, at their own cost and

charge, and to return same upon termination hereof, or earlier determination thereof to the lessor in good or proper working order and repair, fair wear and tear alone expected.

24.0 RATES AND SERVICES

24.1 That the Lessee shall be responsible for the payment of all such rates and taxes and imposts as may be levied by the City of Masvingo or any other relevant authority in respect of the said land or the use of the said land by the Lessee in terms hereof.

25.0 DANGEROUS MATERIALS

25.1 Tenant shall not keep or have on or around the Kitchen any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the kitchen or that might be considered hazardous.

26.0 Charles Austin Theatre Kitchen

26.1 LOCATION

Located at the Civic Centre along Robert Mugabe Way, Masvingo

26.2 AREA

Approximately 37.44 square metres

26.3 DESCRIPTION

Charles Austin Theatre Kitchen

SECTION IV: TECHNICAL BID FORMS

FORM: CONFIDENTIAL QUESTIONNAIRE

You are required to give the full particulars and disclosures sought for in this Questionnaire as far as it is applicable to your firm's type of business.

PART 1: GENERAL INFORMATION

- a) Names in full: _____ Age _____
- b) National Identity Number _____
- c) Nationality: _____ Country of Origin _____
- d) Citizenship Details: _____
- e) Postal address of business: _____ Tel No. _____
- f) Fax No. _____ E-mail add. _____
- g) Current Location of residence/Street/Road _____
- h) Plot No: _____
- i) State if premises is owned /rented/leased: _____
- j) If rented/leased confirm that rent is either up-to date or in arrears:

- k) Name of your local bankers: _____ Branch _____
- l) Attach copies of latest bank statement.

Confirmation of Declarations made

I/We the undersigned certify that the information given in this form is true to the best of my/our belief and knowledge.

Full Names of

Authorized Official _____

Designation _____

Bidder's Signature &

Official Company Stamp _____

Date _____

NB: Completion of this form does not constitute a contract or commitment on the part of the City of Masvingo to provide and/or guarantee offer of business

F1: PRICE SCHEDULE FORM

You are provided with the bid price table hereafter to place your bid to leasing of City of Masvingo's Charles Austin Theatre Kitchen, Masvingo.

No	Location	No.	Area In Square	Rate per Square metre (USD)	Rate per Month (USD)
1	Civic Centre, Along Robert Mugabe Way, Masvingo	1	37.44 m2		

