

CHUKA



UNIVERSITY

**PROPOSED LEASING
OF
BUSINESS SPACES
IN
BUSINESS & STUDENTS RECREATION CENTRE
BUILDING**

Lease Number: RFQ/406 / 2021 -2022

May, 2022

LEASING OF SPACES IN BUSINESS & STUDENTS RECREATION CENTRE BUILDING OF CHUKA UNIVERSITY

1.0 PROPERTY

Chuka University is entitled to ALL THAT piece or parcel of land and interest comprised in the described Property by virtue of being the proprietor thereof.

Chuka University shall manage the said premises directly and not through agents.

PROHIBITED BUSINESS/TENANTS

The following businesses will not be permitted Chuka University: -

- i) Liquor and other intoxicating substances businesses
- ii) Betting
- iii) School/college
- iv) Other businesses that are in direct competition with the core business of the University
- v) Chuka University staff
- vi) Any other business that may be prohibited by the Chuka University.

2.0 PREMISES' SPECIFICATIONS

a) SPACES DESIGN

All the areas offered for lease are designed as open spaces and therefore can be modelled by Chuka University to suit any business except the following: -

i) Pool side cafeteria/Hotel

This space is designed to serve the swimming pool users. It has a kitchen island, a kitchen fumes extractor hood and a cold room.

ii) Modifications and / or partitioning of the spaces

The Tenant will not be allowed to make any modification to the spaces without written approval of Chuka University.

b) ELECTRIC POWER

Every Tenant will be expected to install own approved sub-meter. The sub-meter will be installed in close liaison with Chuka University. All necessary power cables and isolators / circuit breakers will be done at the Tenant's cost.

c) WATER

Chuka University will provide all the necessary water for use in the premises from the water mains. The Tenant is allowed to treat the mains water further, if necessary, to meet his / her special water quality needs.

d) GARBAGE COLLECTION

Every tenant will be responsible for collection of all garbage generated from his/her premises to the central garbage collection site at their own cost.

e) WASHROOMS

All tenants will share the available common washrooms. The Tenant will keep the allocated toilet clean at his / her cost.

f) INTERNET SERVICES

Internet services may be provided by the Chuka University at extra cost upon written request and approval.

The premises comprise the following: -

GROUND FLOOR

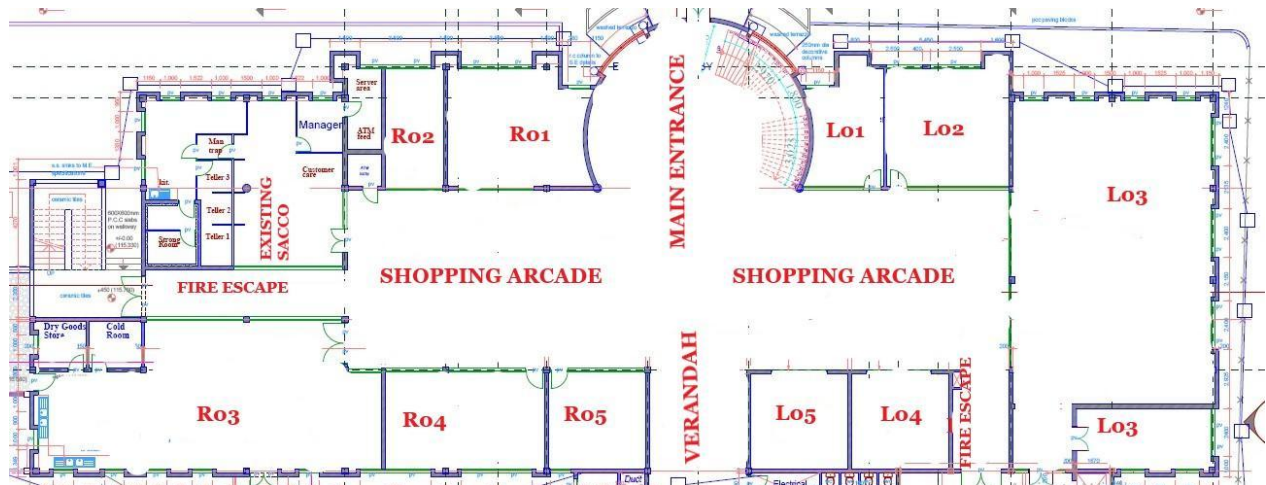
Right wing

- i) Space Number R01 measuring 36 square metres.
- ii) Space Number R03 measuring 123 square metres designed as a poolside hotel.

Left Wing

- i) Space Number L01 measuring 25 square metres.

LAYOUT OF GROUND FLOOR



FIRST FLOOR

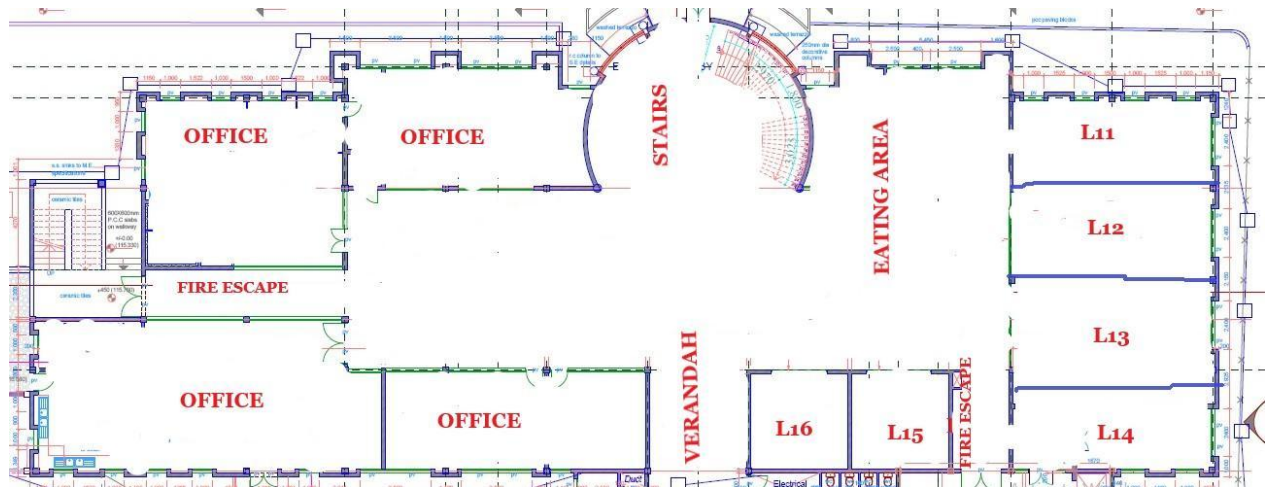
1st Floor Left wing

The Tenants can put up any business that is compatible with the spaces as long it is not an eatery.

- i) Space Number L11 measuring 22square metres
- ii) Space Number L12 measuring 22 square metres
- iii) Space Number L13 measuring 22 square metres
- iv) Space Number L14 measuring 22 square metres
- v) Space Number L15 measuring 22 square metres

vi) Space Number L16 measuring 24 square metres

LAYOUT OF FIRST FLOOR



3.0 TERM OF LEASE

Chuka University shall let and the tenants shall take ALL THAT Premises TO HOLD the premises for a term of **six years** from the date of contract signing.

4.0 RENT PAYMENT

- i) The rent inclusive of Value Added Tax (VAT) shall be payable in advance on or before fifteenth day of every quarter year without any deductions whatsoever to Chuka university where official receipt shall be issued as proof for payment. Any claim for payment without a receipt shall not be accepted.
- ii) Any rent or part thereof that remains unpaid by the fifteenth day from the due debt shall be subject to a late remittance charge of 10% of the outstanding amount and this charge shall be construed as additional rent distrainable under the Rent Act CAP 293 of the laws of Kenya.
- iii) Distress for rent action may be taken immediately after the 30th day from the date the rent becomes due without further reference to the tenant. All additional charges incurred in the process of distress for rent shall be at the expense of the tenant.
- iv) Any additional further charges incurred by Chuka University in relation to breaches by the tenant resulting from action for rent distress, bounced cheques etc. shall be borne by the tenant.

5. DEPOSIT

a) DEPOSIT FOR PREMISES

- (i) At the commencement of the tenancy the tenant will be required to pay a deposit equivalent to three (3) months' rent to Chuka University to be retained for the entire period of the lease as security for the due performance by the Tenant of the Tenant's obligations.
- ii) Should the tenant default in the performance of any of its obligations herein, then Chuka University may expend the deposit or any part of it in making good such default and the

Tenant shall pay such further sum or sums of money as may be required to make up the deposit to the required amount.

- (ii) The deposit shall not at any time be offset against unpaid rents by the tenant but rather will be held as security for premises repairs as specified in (ii) above and will be refunded after the Tenant has vacated the premises leaving it in a tenable state in accordance with the terms of the Lease Agreement.
- (iii) The deposit shall not attract any interest.

b) DEPOSIT FOR ELECTRICITY

At the commencement of the tenancy the Tenant will be required to pay a deposit of Kenya Shillings Five Thousand (5,000) for sub-metre power connection. If the Tenant's monthly power consumption is more than Kenya Shillings Five Thousand (5,000) the Tenant will top up the electricity deposit to the equivalent of one month's average power consumption averaged over three months.

6. SERVICE CHARGE

The tenant shall be responsible for payment of electricity, water, garbage collection, telephone bills and any other service charge payable under this lease.

10% quarterly service charge shall be levied on quarterly rent payable for maintenance of the common areas and common services of the building.

However, the Tenant shall pay for all internal maintenance and decorations of the premises provided that he/she gets permission in writing from Chuka University for any maintenance, decoration or alterations works that affect the structural components of the premises.

7. LICENSES AND OTHER STATUTORY REQUIREMENTS

The tenant shall be responsible for paying all licences and other statutory fees applicable to their business. Where the statutory body requires certain measures to be undertaken in the areas adjacent to the leased premises, the tenant shall ensure compliance at his own cost in consultation with Chuka University.

8. USER

The Tenant shall disclose in writing to Chuka University the kind of business to be carried out at the beginning of the lease. The Tenant shall seek approval from Chuka University for any subsequent change of business.

The tenant shall be responsible for organizing their own business security and notify such arrangement to Chuka University and ensure the business is under reputable insurance against theft, burglary etc. or any other risks. Chuka University shall not be liable for such loss.

9. BUSINESS HOURS

Business hours for operation of the premises shall be from 6 am to 10 pm every day.

The tenant shall not operate outside these hours without direct written permission

from Chuka University.

10. PARTITIONING AND ALTERATIONS

The internal partitions shall be done at the cost of the tenant and shall be of such incombustible materials as shall be approved by Chuka University.

Before commencing any alteration or improvements to the interior, the tenant shall submit plans of the intended layout and design specifying the materials to be used and shall not carry out any improvements or alterations without Chuka University prior written consent. The tenant will be responsible for the dividing of the floor to meet such requirements and such partitioning shall be done to the specifications of Chuka University.

If alterations are allowed by Chuka University and/or additional Partitioning or modification of the premises is done by the tenant, the same shall be left intact at the expiry of the lease and Chuka University shall not be called upon to pay or compensate the tenant for the same.

The tenant shall not carry out or permit to be carried out any additions, alteration or modifications to the demised premises or any part thereof, such as driving nails, screws, bolts or wedges in any of the walls, timbers ceilings or floors of the said premises nor Chuka University's fixtures and fittings therein nor permit the same to be removed without the consent in writing of Chuka University.

11. SUB-LETTING

The tenant will not assign, sublet, or part with the possession of the demised premises or part thereof without the consent, in writing, to Chuka University. If the tenant breaches this clause Chuka University may re-enter the premises and thereupon the lease shall be terminated absolutely.

12. EXPIRY OF LEASE

The premises will be returned to Chuka University at the expiry of lease in the same condition that they were at the commencement of the lease save for any modifications made on the premises with the approval from Chuka University. The tenant shall be required to keep the premises and any fittings therein in good repair, and decoration.

13. SHAREHOLDING OF TENANT'S COMPANY

No transfer of more than 50% of the tenant's share capital shall be effected without the consent in writing of Chuka University. The necessary transfer of lease to the reconstituted company shall be effected at the tenant's costs. Where Chuka University consents to the transfer of the lease, the tenant shall pay fees in respect of the costs incurred in preparation of a new lease agreement and any legal fees incidental thereto.

14. TENANCY RENEWAL

If the Tenant shall, at the expiry of the term be desirous of obtaining a new lease for a further period, the tenant shall notify such desire in writing given to Chuka University at least three (3) months before the expiry of the said term.

Provided the tenant shall not have breached any of the lease covenants, then he /she shall be given the first option to lease the said premises at a rent and terms to be negotiated and agreed upon.

15. POSSESSION

Possession will only be given on signing a Tenancy Agreement and after making all relevant payments and compliance of the terms thereof by the tenant.

16. GENERAL PROVISIONS

During the tenancy hereby created the tenant shall:

- (a) Pay the rent payable at the time and in the manner aforesaid to Chuka University.
- (b) Take every reasonable precaution to ensure that white ant or other destructive insects do not gain access to the said premises and to notify Chuka University of any infestations appearing.
- (c) The Tenant will be responsible for all the keys to the premise(s) if provided which should be returned to Chuka University when the premise(s) is vacated.
- (d) Subject to the Tenant paying the rent payable herein and performing and observing the agreements, stipulations and conditions herein contained or implied, Chuka University or any person rightly claiming from or under him shall allow the Tenant peaceably and quietly to possess and enjoy the said premises without any interruption.

17. DISPUTE RESOLUTION

In case of any dispute or difference that may arise between Chuka University and the Tenant, such dispute or difference shall be referred to a competent law courts for determination.

18. BREACH OF COVENANT

Notwithstanding the above, when the said rent or any part thereof shall be in arrears for **30 days**, whether formally demanded or not or if the tenant shall commit any breach of any of the provisions herein, then Chuka University shall re-enter upon the said premises and thereupon the tenancy hereby created shall be revoked by Chuka University but without prejudice to any remedy for any breach by the tenant in any of the provisions thereof.

19. SPACE ALLOCATION

Each space offered for bidding is intended for a single business permit. Where a bidder feels that she/he needs two or more adjacent spaces to carry out the intended business and either of the spaces would not be adequate, the bidder shall indicate so by combining the two or more spaces and bidding for the combined spaces as one space.

20. VIEWING THE SPACES

The bidder is encouraged to view the spaces being offered for lease before bidding. Viewing can be done on any working day during the working hours by making prior arrangement with the University Architect or the University Quantity Surveyor on telephone numbers 0721218525 and 0722670935 respectively.

EVALUATION CRITERIA

Tender evaluation will be done in 2 stages as shown below: -

1. Technical evaluation

- i) Bidders must fill up the Business questionnaire.
- ii) Attach business registration certificates.
- iii) Limited liability companies should attach a copy of records (CR12) from the registrar of companies.
- iv) Limited liability companies should attach Power of Attorney showing the persons authorized to sign on behalf of the company.
- v) Attach a certified bank statement showing the tenant's ability to pay the rent and deposit and six months' rent upfront. The last entry of the bank statement should not be more than 30 days from date of tender submission.

The bidder who meets all these conditions shall be deemed to be technically responsive and shall proceed to financial evaluation.

Financial evaluation

1. The bids will be ranked from the highest to the lowest.
2. Where bidders have offered to combine adjacent spaces to conduct a single business, the combined spaces bid price will be compared against prices offered for the same spaces individually in order to determine the highest bid price for the combined spaces. The ranking will then be done as in 1 above.
3. The bidder with the highest bid price will be recommended for award if the bid price is within the market price.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are required to give the particulars indicated in part 1 and either part 2 (a), 2 (b), or 2 (c) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this form. Part 1 **General:**

Business Name.....

Location of business premises

.

Plot No .

Postal address Tel. No .

Nature of business .
Current consolidated license No Expiring date .

Maximum value of business which you can handle at any one time (Kshs) .

Name of your banker branch .

Part 2 (a) Sole proprietorship

Your full name age .

Nationality country of origin .

*Citizenship details .

Part 2 (b) partnership

Give details of partners as follows:

Name

Nationality

Citizenship Details

Shares

Part 2 (C) Limited Liability Company

Public or private .

State the nominal and issued capital of the company

Nominal (Kshs) .

Issued (Kshs) .

Give details of all directors as follows;

Name	Nationality	Citizenship Details	Shares
		1	
		2	.
		3	.

Date

signature of tenderer .

If Kenyan citizen, indicate under "citizen details" whether by birth, naturalization etc.

Attach Copy of Records form (CR12) from the Registrar of Companies.

22. PRICE SCHEDULE

Item	Description	Approx. floor area (square metres)	Bid (Price KES)
GROUND FLOOR			
RIGHT WING			
A	R01	38	
C	R03	118	
LEFT WING			
A	L01	25	
FIRST FLOOR			
	LEFT WING		
A	L11	22	
B	L12	22	
C	L13	22	
D	L14	22	
E	L15	22	
F	L16	24	

Bidder's Name and address

.....

Date Signature