

CHUKA



UNIVERSITY

LEASING OF BUSINESS SPACE/ROOMS AT CHUKA UNIVERSITY –CHOGORIA

Quotation Number: RFQ 068 /2022 -2023.

September, 2022

Invitation to Bidders

Chuka University invites interested parties/individuals for business space/rooms for commercial activities. The Business space is located at Chogoria Campus. The available spaces is ideal for Hotel/cafeteria Business.

Interested eligible parties/individuals are requested to visit the Chogoria Campus during working hours 8:00 am to 5:00 pm to view the premises. The lease document may be downloaded free of charge from Chuka University Website; www.chuka.ac.ke.

Completed Lease Documents in plain sealed envelope indicating the **“LEASE NUMBER AND NAME”** without identifying the sender should be addressed to:

**The Vice-Chancellor
Chuka University
P.O. BOX 109-60400,
CHUKA**

and placed in the Tender Box at the Chuka University Vice- Chancellor's office **ON or BEFORE 27th September, 2022 at 12:00 Noon.**

Opening of bids will take place immediately thereafter at Chuka University Conference hall in the presence of bidders /their representatives who may choose to attend.

Prepared By

**Deputy Procurement Manager
Chuka University
P.O. Box 109-60400
Chuka
Email: po@chuka.ac.ke**

CONDITIONS FOR LEASING OF BUSINESS SPACE/ROOMS AT CHUKA UNIVERSITY -CHOGORIA CAMPUS

1.0 PROPERTY

- i. Chuka University (Landlord) **is the beneficial owner of** ALL THAT parcel of land registered as **LR No Mwimbi/Kiraro 779** and interest comprised in the described Property by virtue of being the proprietor thereof and has **put up a campus and other premises in the said piece of land.**
- ii. Chuka University shall manage the said premises directly and not through agents.

2.0 PREMISES

The premises **to be leased out** comprise of the following: -

A. Kitchen

There is One (1) kitchen in Male Hostel with a plinth area of approximately 20 square metres. It is constructed of masonry walls and iron sheets roofing. The walls are plastered and painted. Floors are finished with ceramic tiles and ceiling is finished with chipboard ceiling lining.

B. Compound

The outside area allocated for use by the hotel is approximately 200 square metres. Where more or less area is given, the rent will be adjusted proportionately. The tenant will be allowed to construct gazebos subject to approval of the design by the Landlord. Upon termination of the lease, the tenant will be allowed to take away the gazebos if they so wish provided that they restore the compound to its original state and carry away any debris arising from the removal of gazebos.

C. Washrooms

The hotel customers will be allowed to use the common wash rooms in the compound. The hotel staff will be allocated one of the toilets in the hostel. Chuka University will maintain and clean the washrooms.

3.0 TERM OF LEASE

Chuka University shall let and the Tenant shall take ALL THAT Premises TO HOLD the premises for a term of **six academic years** from the date of contract signing. For avoidance of doubt, the lease terms, specifically rent payment shall be enforceable during the semesters excluding any student long holidays lasting more than a month.

Chuka University reserves the right to renew and negotiate terms of lease agreement.

4.0 RENT

- i. The rent plus VAT shall be payable in advance on or before fifth day of every semester that is;
 - a) On or before 5th of January each year for January to April Semester
 - b) On or before 5th of September each year for September to December Semester.
 - c) On or before 5th of May for May to August Semester if students are in session.
- ii. It is presumed that the University students shall have a long holiday between April and September each year as per current academic year calendar. However, in the event that the Academic year calendar is affected or changed, the tenant shall be required to pay rent for the additional semesters in the calendar year as the case may be.
- iii. The University will issue an invoice for the rent including VAT Charges and the tenant shall pay rent **in accordance with issued invoice and** without any deductions whatsoever to Chuka university where an official receipt SHALL be given as proof of payment made.
- iv. The tenant shall be required to safely keep the rent receipt issued and any claim of payment without evidence of official receipt shall not be accepted.
- v. Any rent or part thereof that remains unpaid by the tenth day from the due date 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.
- vi. 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.
- vii. Any additional charges incurred by Chuka University in relation to breach of contract by the tenant resulting from action for rent distress, bounced cheques etc. shall be borne by the tenant.

5. DEPOSIT

- (i) At the commencement of the tenancy, the tenant shall in addition to paying

the semester rent be required to pay a deposit equivalent to One (1) semester (four (4) months') rent to Chuka University to be retained for the entire period of the tenancy as security for the due performance by the tenant of the tenants' 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 rent 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 tenantable state and having **paid all rent and any other amounts due in** accordance with the terms of the Tenancy Agreement.

- (iii) The deposit shall not attract any interest.

- (iv) The original deposit receipt should be submitted when claiming deposit refund, otherwise the tenant shall be required to pay a receipt retrieval cost as determined by the University.

6. SERVICE CHARGE:

- i. The tenant shall be responsible for installing an electricity and water sub-meters approved by the Landlord and payment for his electricity, water, telephone bills and any other service charge payable under this lease.
- ii. The monthly rent is inclusive of fees, cleaning, gardening and security costs. Structural repairs for the building and other general expenses necessary for the management and upkeep of the external areas of the property to the highest standard are also included in the rent.
- iii. However, the tenant shall pay for all internal maintenance and decorations of the premises provided that it gets permission in writing from Chuka University for any maintenance, decoration or alterations works that affect the structural components of the premises. Upon the end of the lease the tenant should ensure that all alteration to the buildings are removed to restore the building as it was before the lease.

7. LICENCES AND OTHER STATUTORY REQUIREMENTS

The tenant shall be responsible for paying all licenses and other statutory fees applicable for the nature of works carried out in the premises. 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

- i. The premises are to be occupied and used for the main purpose of **Hotel Business and sale of essential common user items** only and no other use shall be conducted without the consent of Chuka University in writing. **No**

alcoholic or other intoxicating substance will be permitted in the premises

- ii. It is the responsibility of the tenant to organize own security and notify such arrangement to Chuka University and ensure the premises is under reputable insurance against theft, burglary etc. or any loss that may occur. Chuka University shall not be held liable for such loss.

- i. **BUSINESS HOURS**

Business hours for operation of the premises shall be from 6am to 9 pm every day. The tenant shall not operate outside these hours without direct written permission from Chuka University.

10. REFUSE DISPOSAL

In the event that the County Government fails to collect the refuse, the tenant shall be responsible to Chuka University for the disposal of refuse generated from the premises.

11. PARTITIONING AND ALTERATIONS

- a. 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 and require the approval of the planning department of the County Government as is usual.
- b. Before commencing on 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
- c. 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.
- d. 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.

13. SUB-LETTING

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

14. EXPIRY OF LEASE

The premises will be surrendered to Chuka University at the expiry of lease

agreement in the same condition that they were at the commencement of the lease. The tenant shall be required to keep the premises and any fittings therein in good repair, and decoration.

15. PARTNERSHIPS AND LIMITED COMPANIES

The Directors or partners of the tenant company will join in this lease as guarantors for due performance of all covenants and conditions of the lease on the part of the tenant.

16. 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 by 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.

17. TENANCY RENEWAL:

- i. If the Tenant, at the expiry of the lease term, is desirous of obtaining a new lease for a further period he/ she shall signify such desire in writing to Chuka University at least four (4) months before the expiry of the said term.
- ii. 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.

18. 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.

19. GENERAL PROVISIONS

During the tenancy hereby created the tenant shall:

- (a) Pay the rent payable hereunder at the time and in the manner aforesaid to Chuka University
- (b) To 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 or 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) Keep the external part of the electric lines and main sewage lines in good and Tenantable repair and condition.
- (e) 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 premises without any interruption.

20. DISPUTE RESOLUTION

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

21 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.

22 TERMINATION

This Agreement will terminate, upon Mutual agreement by the parties or by either party giving the other Four (4) Months written notice, in which event the agreement shall terminate at the expiry of such notice.

EVALUATION

Technical evaluation

- i) Bidders must fill up the Business questionnaire.
- ii) Attach a company or business profile showing that the bidder has experience in carrying out similar works.

iii) Filled the price schedule fully.
The bidder who meets all these conditions shall proceed to financial evaluation

Financial evaluation

The bidder with the highest bid shall 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

premises . Location of business .

Plot No .

Postal addressTel. No

Email address

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 .

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Nationality country of origin .

*Citizenship details .

Part 2 (b) partnership

Give details of partners as follows:

Name	Nationality	Citizenship Details	Shares
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Part 2 (C) Registered 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.

22. PRICE SCHEDULE

Pricing Note:

The pricing should be done per semester. A semester is four (4) months

Item	Description	Qty	Unit	Price for Four Months (KES)
				FFour() ()Kes
A	Kitchen (Male Hostel) The plinth area is approximately 20 square metres.	1	Item	
B	Compound The outside area allocated for use by the hotel is approximately 200 square metres.	1	Item	
GRAND TOTAL				

Amount in Words (Kenya Shillings)

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Bidder's
Address

.

Date Signature.....