

REPUBLIC OF KENYA



**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING,
URBAN DEVELOPMENT AND PUBLIC WORKS
State Department for Housing and Urban Development**

TENDER DOCUMENT

FOR

**LEASING OF KILELESHWA ESTATE SHOPS (*FORMERLY KILELESHWA
GOVERNMENT ESTATE*) ALONG TABERE CRESCENT ROAD – KILELESHWA,
NAIROBI**

TENDER NO. MTHUD/SDHUD/EST/032/2020-2021

APRIL 2021

TENDER DOCUMENT FOR LEASING OF KILELESHWA ESTATE SHOPS
(FORMERLY KILELESHWA GOVERNMENT ESTATE)

TENDER NO. MTIHUD/SDHUD/EST/032/2020-2021

INTRODUCTION

The State Department for Housing and Urban Development through Estates Department wishes to lease out shops within Kileleshwa Estate (*formerly Kileleshwa Government Estate*), along Tabere Crescent Road. Details of the shops, Terms and Conditions under which the premises are offered for lease and bidding conditions are provided in this tender document.

DESCRIPTION

- These are 5No. independent shops identified on the ground as Shop 45A, Shop 45B, Shop 45C, Shop 45D and Shop 45E.
- Each of shops is fitted with a toilet facility.

LOCATION

The property is located along Othaya Road within Kileleshwa Estate (*formerly Kileleshwa Government Estate*), in Kileleshwa area, in Nairobi County.

ACCOMMODATION

These are 5No. shops measuring as follows:

PREMISES	LETTABLE AREA (SQ.M.)
<i>Kileleshwa Shops</i>	
Shop 45A	38
Shop 45B	38
Shop 45C	38
Shop 45D	31
Shop 45E	50

USER/PLANNING

The current permitted use is commercial.

OCCUPANCY

The premises are currently vacant.

OFFERS

Interested parties should make written offers on the attached tender form stating the following.

- 1) Proposed use of the premises.
- 2) Rental offer per annum (payable quarterly in advance).
- 3) Previous business experience.
- 4) Proposed term of the lease.

RATES (PAYABLE BY LESSEE)

All rates chargeable by the Nairobi City County Government and any other charges and taxes imposed by the Central Government will be paid by the tenant.

COSTS OF REFURBISHMENT

The premises are being let on “as is basis”. The prospective tenants will therefore be responsible for cost of repairs, re-decoration and partitioning of the shops with materials and design duly approved by the landlord.

TERMS OF TENDERING

Tender documents must be accompanied with the following information/documents: -

- 1) A copy of the business registration certificate/incorporation.
- 3) Documentary proof for financial capability to support the rent for the lease.
- 4) Valid KRA compliance certificate
- 5) Bid bond of Kshs. 200,000.00
- 6) Three references from reputable institutions

GENERAL INFORMATION

The areas and measurements contained within these particulars are approximate figures and no warranty is given as to their accuracy.

The prospective tenants should satisfy themselves with the premises from their own inspections and surveys as the shops will be leased as seen with all latent and patent defects. In no case shall any prospective tenant have any claim for expenses incurred in respect of any matter.

The Government is not obliged to accept highest or any offer received.

The prospective tenant shall be required to provide satisfactory references prior to being granted a lease. The references shall take the following form: -

- a) A professional reference e.g. accountant, advocate, etc.
- b) A previous landlord's reference or a trade reference (one who has had business dealing with the prospective tenant or any other financier).

PROPOSED LEASE TERMS

- a) Tenure: The Government shall grant a lease of the property for a maximum term of five years and three months.
- b) The prospective tenant shall be responsible for the payment of all rates, services and other outgoings including Nairobi City County Government trading licenses, electricity and water installation and related charges.
- c) The prospective tenant shall be responsible for keeping the internal parts of the property in a good state of repair and maintenance.
- d) The prospective tenant shall be responsible for keeping the Government fully indemnified against all claims and liabilities which may be made against the Government.
- e) The prospective tenant shall not be permitted to assign/sublet part or the whole of the premises without the prior written consent of the Government. Such consent should not be unreasonably withheld.
- f) The prospective tenant shall not be permitted to erect any pole, mast or aerial on any part of the outside of the premises except for the installation of a telephone.
- g) No alterations/additions to the premises shall be permitted other than with the Government prior written consent. Such alterations shall not include extensions to increase usable area.
- h) The prospective tenant shall be responsible for costs of partitioning the shop with materials and design duly approved by the landlord.
- i) Any option to determination of the lease early shall be by six month's prior notice by either party. Immediate notice to terminate will be given if there is breach of the terms by the tenant.
- j) The lease shall be excluded from the provisions of the Landlord and Tenant Act **Cap 301** of the Laws of Kenya.
- k) The lease shall contain such terms as the Government considers appropriate.

- l) The prospective tenant shall be expected to comply with licensing requirement of relevant authorities prior to engaging in business and provide the State Department for Housing and Urban Development with the copies of the licenses if demanded.
- m) The prospective tenant shall be expected not to create any nuisance such as pollution, noise, obstruction, etc...
- n) The winning bidders shall be required to pay a security deposit equivalent to three months rent.
- o) The under listed businesses shall not be permitted to be carried out in the shops: -
 - i) Stocking of wines and spirits
 - ii) Operating of a bar/sale of beer
 - iii) Other illicit trades including stocking, storing or selling illegal drugs
 - iv) Entertainments like disco, cinema, etc
 - v) Conversion of shops into places of public meetings

Those found in breach of the above clauses shall have their leases terminated without reference to them.

SUBMISSION OF TENDERS

Tenders are to be submitted only on the form(s) provided in the tender documents. Duly filled and signed tender documents in plain sealed envelope bearing **only the tender name and number** should be addressed to: -

The Principal Secretary
State Department for Housing and Urban Development
P.O. Box 30119 -00100
NAIROBI

Or

Be deposited in the Tender Box located at **6th Floor, Ardhi House** so as to be received on or before **13th May, 2021 at 11:00am**. Bulky documents shall be delivered and registered at the office of the Head Supply Chain Management Services on 6th Floor, Wing B, Ardhi House, 1st Ngong Avenue.

Tenders will be opened immediately thereafter at **State Department for Housing and Urban**

Development Boardroom, located on 6thFloor wing “B” - Ardhi House, 1stNgong Avenue off Ngong Road, in the presence of tenderers or their representatives who choose to attend.

Late tenders will be rejected

Please note that **the State Department for Housing and Urban Development** reserves the right to **cross check** any information submitted, and is not bound to accept the **lowest or any tender** whatsoever.

N/B: Interested bidders to take note that each premise should be tendered separately.

FORM OF TENDER

To: **The Principal Secretary
State Department for Housing and Urban Development
P.O. Box 30119 -00100
NAIROBI**

I/We
Address:
Telephone number.....

By this tender offer to lease from the Government the property described in the particulars known as Kileleshwa Estate (*formerly Kileleshwa Government Estate*) Shops along Tabere Crescent Road, Kileleshwa Area, Shop No..... at an annual exclusive (not including any other charges) rent of:

Amount of rent tendered per annum

Amount in words.....
.....
.....

Proposed use of premises
.....

Proposed term of lease

My previous business experience has been
.....
.....

I/We have visited the premises and are satisfied with the condition of the premises we are tendering for.

I/We certify that this is a bonafide tender. I/We have not fixed or adjusted the amount of tender by agreement or arrangement with any person. We also certify that we shall not enter into any agreement or arrangement with any person that He/She shall refrain from tendering or as to the amount of any tender to be submitted.

Dated:

Signed:

Full name and title of signatory: