

24th June 2016

TO: ALL BIDDERS

RE: ADDENDUM TENDER NO: KWS/OT/HC/54/2015-2018 FOR LEASING HOUSES FOR KWS RANGERS IN NAIROBI AND LAKE NAKURU NATIONAL PARKS

Kenya wildlife Service wishes to notify all bidders that;

- a) **Section I and II;** The tender closing date for the above referenced tender has been changed to **7th July 2016**.
- b) **Section IV- Special Conditions of Contract;** amendments have been done by including specific conditions on, payment and performance security as follows;

GCC REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.6	<i>The performance security shall be 10% of contract value</i>
3.8	<i>The payments shall be done on a quarterly basis (three months)</i>

- c) **Section V- Schedule of requirements;** Amendments have been made on the requirements as follows;

Housing Requirements

A.	Nairobi National Park	
	Description/Technical specifications	Quantity
1.	Two bedroom units: <ul style="list-style-type: none"> • Within 5 km of either entrance gate to KWS Headquarters or the entrance to the KWS Central Workshop • Must be self-contained in a secure environment • Supplied with essential services (sewer line, water and electricity) • Should have a floor area of at least 55m squared • Be comprised of, at least, 2 bedrooms, sitting room, kitchen, toilet, & bathroom 	27 units
B.	Nairobi National Park -	
	Description/Technical specifications	Quantity

1.	<p>One bedroom units:</p> <ul style="list-style-type: none"> • Within 5 km of either entrance gate to KWS Headquarters or the entrance to the KWS Central Workshop • Must be self-contained in a secure environment • Supplied with essential services (sewer line, water and electricity) • Should have a floor area of at least 43m squared • Be comprised of, at least, 1 bedroom, sitting room, kitchen, toilet, & bathroom 	36 units
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C.	Nakuru National Park	
	Description/Technical specifications	Quantity
1.	<p>Two bedroom units:</p> <ul style="list-style-type: none"> • Within 3 km of either Nakuru National Park, Lanet Gate or Nakuru National Park Headquarters Entrance Gate. • Must be self-contained in a secure environment • Supplied with essential services (sewer line, water and electricity) • Should have a floor area of at least 55m squared • Be comprised of, at least, 2 bedrooms, sitting room, kitchen, toilet, & bathroom 	30 units
D.	Nakuru National Park	
	Description/Technical specifications	Quantity

1.	<p>One bedroom units:</p> <ul style="list-style-type: none">• Within 3 km of either Nakuru National Park, Lanet Gate or Nakuru National Park Headquarters Entrance Gate.• Must be self-contained in a secure environment• Supplied with essential services (sewer line, water and electricity)• Should have a floor area of at least 43m squared• Be comprised of, at least, <i>1 bedroom, sitting room, kitchen, toilet, & bathroom</i>	30 units
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NB:- Bidders can offer for the one OR two bedroom unit OR both.

d) Section VI- Technical Specifications; Amendments have been made on the specifications as follows;

LOT A: NAIROBI NATIONAL PARK

The units should have the following;

A) Water Utility

Bidders shall provide information on water source

- (i) Is it individual metering or
- (ii) Common meter serving the whole block.

(B)Electricity –state whether is postpaid or prepaid

If postpaid provide

- (i) *Account numbers for each unit to confirm no pending bills*
- (ii) *Confirm deposits charges for each account*
- (iii) *Confirm whether metres are submetres or Main meters*

If prepaid provide

- (i) *Valid account numbers*

(C) Garbage Collection Services– Landlord to provide for garbage collection services at all times.

D) Sewer – Units to be connected to an appropriate sewer system. Bidders to provide information on indicate whether sewer line is to

- (i) *Septic Tank*
- (ii) *Municipal*
- (iii) *City/county sewer line*

If (i) Above indicate

- (a) *The capacity of the septic tank*
- (b) *Exhauster responsibility*

E) WATER RESERVE – Units to be – 3 – connected to adequate water reserve. Bidders to provide information the capacity of reserve water storage facilities.

F) SECURITY PROVISION –Units to have in secure environment. Bidders to provide information on available security arrangements

G) PARKING- Units to be served with adequate parking space. Information on space available to be provided. Parking will be an added advantage.

H) SAFETY OF TENANTS- Provide for adequate safety measures. Bidders to indicate the safety measures in place or on ways of safety enhancement.

I) *Accessibility* –The units should be situated in accessible location within a radius of 5kms from any of the following points;

- (i) KWS Central Workshop
- (ii) KWS Headquarters

J. Ownership- The ownership of the units should be clear. Bidders to provide information regarding if the houses are under;

- (i) Mortgage
- (ii) Loan
- (iii) Partnership
- (iv) Sole proprietorship
- (v) Company, or
- (vi) Individual

LOT B: NAKURU NATIONAL PARK

The units should have the following;

A) Water Utility

Bidders shall provide information on water source

- (i) Is it individual metering or
- (ii) Common meter serving the whole block.

(B)Electricity –state whether is postpaid or prepaid

If postpaid provide

- (i) *Account numbers for each unit to confirm no pending bills*
- (ii) *Confirm deposits charges for each account*
- (iii) *Confirm whether metres are submetres or Main meters*

If prepaid provide

- (i) *Valid account numbers*

(C) Garbage Collection Services– Landlord to provide for garbage collection services at all times.

D) Sewer – Units to be connected to an appropriate sewer system. Bidders to provide information on *indicate whether sewer line is to*
(i) Septic Tank
(ii) Municipal
(iii) City/county sewer line

If (i) Above indicate
(a) The capacity of the septic tank
(b) Exhauster responsibility

E) WATER RESERVE – Units to be connected to adequate water reserve. Bidders to provide information the capacity of reserve water storage facilities.

F) SECURITY PROVISION – Units to have in secure environment. Bidders to provide information on available security arrangements

G) PARKING- Units to be served with adequate parking space. Information on space available to be provided. Parking will be an added advantage.

H) SAFETY OF TENANTS- Provide for adequate safety measures. Bidders to indicate the safety measures in place or on ways of safety enhancement.

I) *Accessibility* –The units should be situated in accessible location within a radius of 5-10kms from Lake Nakuru National park main gate.

J. Ownership- The ownership of the units should be clear. Bidders to provide information regarding if the houses are under;

- (i) Mortgage
- (ii) Loan
- (iii) Partnership
- (iv) Sole proprietorship
- (v) Company, or
- (vi) Individual

e) **SECTION VII -EVALUATION CRITERIA;** The structure of the evaluation criteria and process has been provided as follows;

Part 1 - Preliminary Evaluation

This will involve the check of provision of evidence or copies of the following ***mandatory*** requirements.

- Approved Development Plans & Occupation Certificate (both are issued by the local authority/ county government).
- A valid Tax compliance certificate
- Evidence of plot ownership /title deed and cadastral map
- Valid occupation certificate

- Business questionnaire
- Ownership documents (Identification card/Company Incorporation certificate/Business registration certificate etc)

Tenders will proceed to the Technical Stage only if they fully qualify in Part 1 above.

Part II - Technical Evaluation

This part will include the check on compliance with the technical requirements stipulated in the technical specifications section of the tender document;

<i>Requirement</i>	<i>Compliance</i>
A) Water Utility	Yes /No
Bidders shall provide information on water source for the whole block	
(i) Is it individual metering or	
(ii) Common meter serving	
(B)Electricity –state whether is postpaid or prepaid	Yes /No
<i>If postpaid provide</i>	
(i) Account numbers for each unit to confirm no pending bills	
(ii) Confirm deposits charges for each account	
(iii) Confirm whether metres are submetres or Main meters	
<i>If prepaid provide</i>	
(i) Valid account numbers	
(C) Garbage Collection Services – Landlord to provide for garbage collection services at all times.	Yes /No
D) Sewer – Units to be connected to an appropriate sewer system. Bidders indicate whether sewer line is to	Yes /No
(i) Septic Tank	
(ii) Municipal	
(iii)City/county sewer line	
If (i) Above indicate	
(a) The capacity of the septic tank	
(b) Exhauster responsibility	
E) WATER RESERVE – Units to be connected to adequate water reserve. Bidders to provide information the capacity of reserve water storage facilities.	Yes /No

F) SECURITY PROVISION –Units to have in secure environment. Bidders to provide information on available security arrangements	<i>Yes /No</i>
G) PARKING - Units to be served with adequate parking space. Information on space available to be provided. Parking will be an added advantage.	<i>Yes /No</i>
H) SAFETY OF TENANTS - Provide for adequate safety measures. Bidders to indicate the safety measures in place or on ways of safety enhancement.	<i>Yes /No</i>
I) Accessibility –The units should be situated in accessible location within the specified radius	<i>Yes /No</i>
J. Ownership - The ownership of the units should be clear. Bidders to provide information regarding if the houses are under;	<i>Yes /No</i>
(i) Mortgage	
(ii) Loan	
(iii) Partnership	
(iv) Sole proprietorship	
(v) Company, or	
(vi) Individual	

Tenders will proceed to the site survey stage if they qualify in part II above.

Part III – Due Diligence and Site Survey

This will involve visits to the actual sites and confirmation of the utilities, room measurements and services under technical requirements, (A to I).

Tenders will proceed to Financial Stage only if they fully qualify in Part III above.

Part IV- Financial Evaluation

This will involve the analysis of the payment conditions and comparison of prices quoted per room size i.e. one bedroom and two bedroom.

Sample of the lease agreement is here by attached for information

This addendum shall be construed to form part of the tender document.

All other conditions remain.

Head Supply Chain Management

TENANCY AGREEMENT

DATED _____ 20...

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To

KENYA WILDLIFE SERVICE

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1. one bed room self contained residential houses
 2.two bed room self contained residential houses
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.....
Advocate
P.O. Box
Nairobi
.....

TENANCY AGREEMENT

1. one bed room self contained residential houses
2. two bed room self contained residential houses

1 PARTICULARS

- 1.1 **Date** :
- 1.2 **the Landlord** :, a Kenyan Citizen, ID Number and of P. O Box
- 1.3 **the Tenant** :. **KENYA WILDLIFE SERVICE** a body corporate established under the provisions of the Wildlife Conservation and Management Act, 2013 and of Post Office. Box 40241, Nairobi 00100
- 1.4 **the Premises** : one bed room self contained residential houses and two bed room self contained residential houses.
- 1.5 **the Term** : year commencing and including
- 1.6 **the Rent** : Kshs..... per month for each of the one bed room self contained houses and Kshs per month for each of the two bed room self contained residential houses payable quarterly in advance clear of any deductions. The total quarterly rent payable for the premises shall be Kenya Shillings exclusive of VAT.

2 DEFINITIONS AND INTERPRETATIONS

- 2.1 **“the Landlord”** includes the persons for the time being entitled to the reversion immediately on the determination of the Term.
- 2.2 **“the Tenant”** includes the persons deriving title under the Tenant.
- 2.3 Any reference in this agreement to a party shall mean either the Landlord or the Tenant, and any such reference to parties shall, as the case may be, mean all or any of them.
- 2.4 References to the Premises include references to any part or parts of the Premises.
- 2.5 Words importing the masculine shall include the feminine and neuter and *vice versa*.
- 2.6 References to clauses are to clauses of this agreement, and the words “hereunder”, “hereof”, “hereto”, and words of similar meaning, shall be deemed to be references to this agreement as a whole and not to any particular clause of this agreement.

3 AGREEMENT

- 3.1 It is hereby agreed that the Landlord lets and the Tenant takes possession of the units of the one bed room self contained houses and the units of the two bed room self contained houses within the Premises for the Term and at the Rent as stated above.

3.2 This Agreement incorporates the Letting Provisions detailed below.

4 LETTING PROVISIONS

The Tenant shall—

4.1 Pay the Rent quarterly in advance on or before the 5th day of every first month of the quarter, for the entire duration when the property is under the possession of the Tenant. .

4.3 To make such payments of the Rent as follows;

.....
.....

4.4 Not without the previous consent of the landlord, make any structural alterations on or any additions to the to the said demised premises or remove any fixtures therein or cut/injure any of the floors, walls or timbers or change the external color or decorations of the said premises;

4.5 Pay charges for all electricity and water, which shall be consumed on or supplied to the Premises during the tenancy and will surrender copies of final paid up bills for all services to the Landlord or the Landlord’s agents;

4.6 Not to use or permit to be used the said premises for any purpose other than as residential premises and not for any purpose or manner which may at any time become a nuisance or annoyance to other owners or occupiers of any house in the premises, neighborhood, estate or the public generally;

4.7 Not to carry or permit or suffer to be carried any trade or business whatsoever in or upon the demised premises;

4.8 Keep the interior of the Premises including all fittings and fixtures in good repair and condition, fair wear and tear accepted, and will yield up the same in like repair and condition at the expiration of the Term.

4.9 Permit the Landlord or the Landlord’s agents upon reasonable notice and at any arranged time to enter the Premises to view the state and condition thereof.

4.10 At the expiry of the lease, the tenant shall carry out all repairs. Once all the repairs have been completed and the house inspected by both parties a formal handover shall take place.

- 4.11 Permit the Landlord or the Landlord's agents during the last one (1) month of the tenancy to exhibit, in any other suitable place, a notice advertising the Premises as being let and, during this period, will allow all persons holding an order to view the Premises.
- 4.12 Make periodic inspection of the Premises and report immediately in writing to the Landlord any apparent defects in the structure of the Premises and any signs of white ants, bees, termites, or any other destructive insects or any signs of wet or dry rot.
- 4.13 Not assign, sub-let, charge, transfer, mortgage, or part with possession of the demised Premises (or any part thereof) without the prior written consent of the Landlord.
- 4.14 Be responsible for all damage incurred as a result of negligence or willful act of the Tenant and/ or its servants and will replace with articles of a similar quality all items which shall be lost, broken, or damaged during the tenancy.
- 4.15 Not to use the said premises or permit it to be used for any purpose that is illegal or immoral in nature;
- 4.16 To comply at all times with the terms of each and every by-law of local authorities in force from time to time governing the estate and not to do, omit or suffer to be done or omitted any act, matter or thing in respect of the said premises which contravenes such by-laws;
- 4.17 To yield up the said premises at the determination of the tenancy in good tenantable repair and condition in accordance with the covenants herein.
- 4.18 To cater for the costs of dislodge of sewage as and when the need to do so arises.
- 4.19 To be responsible for taking care of the common areas in the premises.

5 THE LANDLORD AGREES as follows:

- 5.1 To permit the Tenant to peacefully and quietly possess and enjoy the Premises without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.

- 5.2 To keep the roof, main walls, and main timbers of the Premises and the outside water and sanitary apparatus in good and tenantable repair and condition.
- 5.3 To pay the rates, government land rent and all other taxes and charges and other outgoings which are at the time payable in respect of the demised premises during the continuance of the tenancy and if the landlord neglects to make any such payment, the tenant may make the payment and deduct it with interest from the rent or otherwise recover it from the landlord.
- 5.4 To insure and keep insured the Premises from loss or damage by fire and other usual risks and to apply all moneys received by virtue of such insurance in making good the loss or damage in respect of which the same shall have been received.
- 5.5 To be responsible for the electrical wiring and electrical apparatus comprised in and forming part of the main electric circuits of the Premises and to make good promptly any defect or default discovered in the same.
- 5.6 If the landlord neglects to make, within 14 days after written notice, any repairs which he is bound to make to the demised premises, the tenant may make the same itself, and deduct the expense of such repairs from the rent payable to the landlord or otherwise recover it from the landlord
- 5.7 to keep the roof, main timbers, parking, garden, staircases, ceiling, the main walls thereof including the electrical and water supply apparatus and the drains installed at the premises in good tenantable repair and condition.

6 PROVISOS

6.1 If the Rent is outstanding for thirty (30) days or more after becoming due whether formally demanded or not, or if the Tenant fails to perform and observe any of the agreements herein contained or implied, it shall be lawful for the Landlord at any time thereafter to enter into the Premises and to repossess it without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach (including the breach in relation to which re-entry is made) of any of the covenants and conditions herein contained or implied PROVIDED THAT the Landlord shall give the tenant fourteen (14) days prior notice of the breach and proposed remedy and the tenant shall within seven (7) days of such notice remedy the breach failure of which the Landlord shall all legally suitable action to against the tenant to remedy the breach.

6.2 If either party wishes to terminate this tenancy agreement, it shall give to the other party one (1) month's written notice in of the intention to terminate or pay one (1) month's rent in lieu of notice (and shall up to the time of such determination perform and observe the covenants on the part of the party giving notice hereinbefore reserved and contained) then immediately on the expiration of such notice this agreement and everything herein contained shall cease and become void but without prejudice to the rights of either party against the other in respect of any antecedent claim or breach of covenant.

6.3 Where, upon the expiry of the Term, the Tenant intends to enter into an agreement for the lease of the Premises for a new term, the Tenant shall give three (3) months' notice prior to the expiry of the Term of such intention to renew the lease in writing to the Landlord. The rent shall be increased by 2.5% for every renewed Term.

6.4 If after the Tenant has vacated the Premises on the expiry of the Term, any property of the Tenant remains in or on the Premises, and the Tenant fails to remove it within seven (7) days after being requested in writing by the Landlord, or on the Landlord's behalf, so to do, or if after using its best endeavors the Landlord is unable to make such a request to the Tenant within fourteen (14) days from the first attempt so made by the Landlord:

6.4.1 the Landlord may, as the agent of the Tenant, sell such property, provided that the Tenant will indemnify the Landlord against any liability incurred by it to any third party whose property shall have been sold by the Landlord in the *bona fide* mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant, and

6.4.2 if the Landlord having made reasonable efforts is unable to locate the Tenant, the Landlord shall be entitled to retain the said proceeds of sale absolutely unless the Tenant shall claim the same within two months of the date upon which the Tenant vacated the Premises, and

6.4.3 the Tenant shall indemnify the Landlord against any damage occasioned to the Premises and any actions, claims, proceedings, costs, expenses, and demands made against the Landlord caused by or related to the presence of the property in or on the Premises, and

6.4.4 the Tenant hereby releases the Landlord from any claim or liability occasioned by the Landlord's removal, storage, or disposal of the Tenant's property as provided in this clause 6.4.

- 6.5 The Tenant shall be deemed to have vacated the Premises before the expiry of the Term, if, without prior written explanation to the Landlord, the Tenant remains absent from the Premises for a period of thirty (30) days or more, and in such case, the provisions of clause 6.4 herein shall apply as if the Tenant had vacated the Premises by reason of expiry of the Term PROVIDED THAT the Landlord reserves the right to waive the provisions of this clause 6.5.
- 6.6 The Landlord shall not be responsible to the Tenant, or to anyone at the Premises expressly or by implication with the Tenant's authority, for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the Premises.
- 6.7 Whilst the Tenant is a body corporate, all notices shall be sufficiently given if addressed to the Acting Director General or other duly authorized person or officer of the Tenant.
- 6.8 Each of the Tenant's covenants shall remain in full force both at law and in equity notwithstanding that the Landlord shall have waived or released temporarily any such covenant.
- 6.9 Subject to clause 6.5 herein, where the parties have entered into this agreement and the Tenant delays in occupying the Premises, the provisions of this agreement shall nevertheless apply as if the Tenant had occupied the Premises from the commencement of the Term.
- 6.10 The Tenant shall comply with all rules and regulations from time to time stipulated by the Landlord for the management of the grounds, whether such rules and regulations are communicated orally or in writing.
- 6.11 The parties agree that all notices under this tenancy agreement shall, unless otherwise notified, be served on the following addresses:

If to Landlord

If to Tenant Director General
Kenya Wildlife Service
Langata Road
P.O. Box 40241 - 00100

NAIROBI
Fax: (020) 603792/607749
Email: kws@kws.go.ke

