

GENERAL TERMS AND CONDITIONS FOR THE LEASE OF AUCHI POLYTECHNIC FACILITIES (GUEST HOUSES, WATER FACTORY AND BAKERY)

1. The lessee shall, subject of the terms and conditions hereof, pay gross rent on monthly basis for the said Guest houses at the rate as approved and agreed up through this Expression of Interest (EOI).
2. The approved/agreed monthly rent shall be excluding of applicable taxes.
3. The lease shall be for a period of:
 - (a) Ten (10) years for the Guest Houses;
 - (b) Five (5) years for the Water Factory;
 - (c) Five (5) years for the Bakery.
4. The rate of rent offered and agreed may be liable for revision during the period of lease or renewal, if any, of the lease after the expiry of the original period where annual rent after renewal should be calculated on the basis of rent relevant during the previous year of the year of renewal.
5. The lessee shall be required to furnish the lessor (Auchi Polytechnic) with a contract Bond duly issued by a reputable commercial Bank for the due performance of the lease Management contract.
6. The lessee shall be required to grant reservation of lodging requests for the lessor's guests in the Polytechnic Guest Houses during the period of the lease.
7. It shall be agreed by both parties that the maintenance of the building, fixtures and fittings, including the Borehole and electricity generating plants as are available in a facility, is to be done by the lessee during the lease period.
8. The said premises of a facility shall be deemed to include the fixtures and fittings existing thereon and the lessee shall upon the expiration of the terms hereby created or any renewal thereof, keep up the said premises including fixtures and fittings in a good condition as received.
9. The lessee shall be entitled to use the said Guest House premises for reservation of lodging, official purposes such as official meetings, workshops, trainings, Conferences etc (the lessee shall submit details of activities to be performed in the lease hold premises in a separate sheet for necessary approval). Political party meetings, marriage ceremony, religious events and similar social activities are strictly prohibited in the Guest House premises.

10. The lessee can't sublet the whole or any parts of the said premises under lease without prior permission of the lessor.
11. The lessee shall provide security personnel, install CCTV and other security gadgets in the guest house for purpose of the premises, and shall properly maintain the logbook/Registration of inmates and booking details.
12. The lessee shall execute necessary upgrades in the Guest House facility, including the construction/provision of the following in a single storey building:
 - (a). Restaurant and Bar
 - (b). Kitchen.
13. The lessee shall, upon execution of the lease management contract, submit the designs and drawings of the proposed Restaurant and bar, and kitchen for the Guest House for the lessor's approval.
14. The lessee shall not encourage any type of illegal activities in the said premises, if any deviation found then action will be taken as deemed proper and as per applicable laws.
15. The lessee for the Bakery and Table Water Factory shall maintain good hygienic standard of its products consistent with the requirements of the National Agency for Food and Drug Administration and Control (NAFDAC)
16. The Bakery and Water Factory Products shall bear the brand name of Auchi Polytechnic.
17. The use of 'bromate' and similar other substances in the making of bread and baked products is strictly prohibited.
18. It shall be agreed that the Polytechnic Bakery facility shall be available to staff and students for teaching and learning purposes during the period of the lease.
19. The lessee shall be desirous of taking a new lease of the said premises, after the expiration of the term mutually agreed upon between the lessee and the lessor, in accordance with the covenants, agreements and conditions as in the present agreement or addition, deletion and modification of the present agreement on mutual agreement of both the parties including the present for renewal.
"provided that in the event of expiry of the lease, whenever an action for renewal described above is pending with the lessee and the premises remain in actual occupation, the payable rent at old rate shall continue to

be paid on provisional basis till the date of the final decision, different rate, suitable adjustment by extra payment or deduction shall be permitted, to lessee".

"provided further that the lessee shall take action, so far as practicable, to take a new lease of the premises within a period of 2 months after expiry of term hereby granted".

20. If any dispute or difference arises concerning the subject matter of these presents or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement the same shall be referred for arbitration to sole arbitrator.
21. The lessor shall be entitled to terminate the agreement if the lessee fails to furnish the contract Bond for more than (Two) months following the execution of the contract.
22. The successful bidder shall execute an agreement with the Auchu Polytechnic, Auchu after finalization of Bid.