

TERMS AND CONDITIONS FOR LEASE OF COLD STORAGE AT CHAMPHAI AND VAIRENGTE

The following Terms and Conditions are laid down for lease of Cold Storage at Champhai and Vairengte. The bidding Firms are expected to go through all the points of the Terms and Conditions and to submit their bids only after careful scrutiny and understanding the messages.

1. Bid for lease of Cold Storages must be prepared in two portions viz **Technical Bid and Financial Bid** on separate sealed envelope and to be submitted in one sealed envelope.
2. The intending bidder shall submit earnest money of Rs. 2 lakh at the time of bidding. The earnest money deposited by the successful bidder shall be adjusted at the time of making of Security deposit as stated para 19.
3. Technical bid will be opened first and financial bids will be open only for those bidders whose technical bids are found valid.
4. The period of lease will initially be for a period of one year (twelve months) starting from the date of signing Memorandum of Understanding (MoU) and will be subject to revision after every twelve months.
5. The lessee must have minimum of three years experience of running any other Cold Storage in any part of India, and must have qualified and experienced technical personnel to maintain the cold storage.
6. The intending lessee shall have the right to inspect the Cold Storages before bidding. After successful bidding, the lessee will take over the Cold Storages as is where is basis. The lessee shall bear all cost, whether Capital or Revenue in nature, from the date of taking over without any liability whatsoever on the part of the lessor.
7. Damages on the Cold Storage due to the negligence on the part of the lessee shall also be borne by the lessee.
8. Damages on the Cold Storage as a result of force majeure have to be borne by NLUP Implementing Board.
9. Interested persons may inspect the site of Cold Storage on any working day with prior information to NLUP Implementing Board.
10. Minimum Reserved Revenue is Rs. 1.5 lakh per month for both the Cold Storages subject to revision every three year.
11. Revision of rent shall be made every three years.
12. Renewal of Agreement shall be subject to fulfillment of all the conditions.
13. The lessor shall have the right to inspect the Cold Storage any time deemed fit and proper subject to prior intimation to the lessee.

14. The agreement can be terminated by the lessor at its sole discretion if the lessee defaults in making payment of the rent or any other charges applicable for two consecutive months.
15. On the expiry of the lease under the agreement the lessee has to hand over the Cold storage along with all the plant and machinery in the same state of condition in which it has been handed over to him subject to normal wear and tear on use.
16. The lessee has to make a security deposit of Rs. 15 lakh to the lessor for both the Cold Storages before taking possession of the Cold Storage on lease and the same will be refunded by the lessor to the lessee on expiry/termination of the agreement after deducting all arrear rent and any other dues that becomes payable by the lessee to the lessor including cost for repairing any of the assets to the same state of condition in which it was handed over to the lessee.
17. The lessee shall be solely responsible and liable for all the expenses of running the business and the lessor shall in no way be responsible or liable for any such expenses.
18. The lessee has to use and utilize the cold storage only for the purpose it is constructed and no other activity can be carried out from the premises. The lessee will not carry out any illegal, immoral or undesirable activity from the premises and in any such circumstances found the agreement will be terminated forthwith and the lessee has to pay to the lessor any loss or claim that the lessor has to bear.
19. The lessee shall hand over the cold storage on the expiry of the period of lease under the agreement if not renewed without any dispute or litigation whatsoever.
20. The bids will be opened on the last date of the prescribed period at 2:00 p.m. by the Secretary, NLUP Implementing Board or any other Officer authorized by him.
21. The decision of the Secretary, NLUP Implementing Board will be final and he shall also have the right to cancel any bid or all the bids if found necessary in public interest.
22. Bids with conditions i.e. conditional bids shall not qualify for any consideration.

(JAMES LALRINCHHANA)

Secretary,
NLUP Implementing Board,
Mizoram, Aizawl.