

**Tender NO :**

**Price Rs 500/-**

**Sub:** - Tender Enquiry inviting offers for 'Hiring of Office & Warehouse Space for IGNOU Regional Centre, Chandigarh for a period of three years.

**Part-I Bid Opening date / Time 26.03.2014 at 16.00 hours**

Dear Sir,

Sealed tenders (in two part bid) are invited on behalf of IGNOU for hiring of office & Warehouse space for IGNOU Regional Centre, Chandigarh as detailed below:

<b>Sl. No.</b>	<b>Description of Services</b>	<b>Earnest Money Deposit (in Rs.)</b>	<b>Bid Opening Date</b>	<b>Contract Period</b>
1.	Hiring of office & Warehouse space on Monthly Rent measuring covered area ranging from 7000 to 8000 Sqft. For office accommodation and warehouse on lease located in Chandigarh.	Rs.10000/- (Rupees Ten Thousand only)	<b>26.03.2014</b> at 16.00 Hrs. Bid Submission up to 15.00 hrs. of <b>26.03.2014</b>	03 years (extendable for a further period as may be mutually agreed)

NOTE:

1. If the date of opening happens to be closed holiday, then the tenders shall be received and opened the next working day.
2. Tenders shall be received up to 15.00 hrs. on the date of opening and Part-I bid will be opened at 16.00 hrs. IGNOU takes no responsibility for delay, loss or non- receipt of tender documents sent by post. Tenders without earnest money and / or letter of undertaking shall be rejected.
3. IGNOU reserves the right to accept/ reject any or all the tenders without assigning any reasons whatsoever.
4. Tender shall be addressed to Regional Director, IGNOU Regional Centre, Chandigarh at the address given below:

The Regional Director,  
IGNOU Regional Centre,  
SCO-208, Sector-14  
Panchkula-132109 (Haryana)

5. No brokerage shall be paid by IGNOU
6. Cost Of Tender Document :Rs 500 (Five Rupees Only) Non Refundable

The tender documents shall comprise of the following enclosed documents:

- i. Instructions for filling and submitting the bid – **Annexure-I**
- ii. Qualifying Requirements – **Annexure-II**
- iii. Scope of Services – **Annexure-III**

- iv. Special Terms & Conditions – **Annexure-IV**
- v. Payments Terms – **Annexure-V**
- vi. Evaluation Criteria – **Annexure- VI**
- vii. Deviation Statement – **Annexure-VII**
- viii. Technical Bid- **Annexure-VIII**
- ix. Price Bid ( Part-II) – **Annexure-IX**
- x. Proforma of Letter of Undertaking – **Annexure-X**
- xi. Proforma of Lease Agreement – **Annexe-XI**

The rates shall be quoted inclusive of all taxes / duties (but excluding service tax). No variation in rates / escalation shall be allowed on any account whatsoever unless specified in tender/ contract document. You are requested to submit your most competitive rates in the enclosed Proforma of Price Bid and return the same in a sealed envelope along with all tender documents duly signed and stamped on each page. In case, you need any clarification on Bid documents, please make all your references in writing at the address given above. The reply to all such clarifications, received not later than 03 days prior to the date fixed for submission of bids shall be issued to you. Any clarification referred to IGNOU after the above period shall not be entertained.

We look forward for your participation.

**(Dr. D. B. NEGI)**

**Sr. Regional Director**

## Annexure-I

1. The Bid shall be submitted in three sealed envelopes as under:  
**First envelope** should contain the **Covering Letter, Earnest Money Deposit.**  
**Second envelope** should contain the **Letter of Undertaking, Technical Bid, Tentative lay out by incorporating requirements of IGNOU in the proposed space offered for rent** and Deviation Statement, and **Third envelope** should contain **Price Bid.**
2. The name of the services, the bid notice no, the due date and the contents of the envelope should be clearly indicated on the envelopes.
3. The envelope containing the Covering Letter and earnest money shall be opened first. The second envelop containing the letter of Undertaking, Technical bid and deviation statement shall be opened for only those parties who have submitted Earnest Money Deposit ( EMD). The third envelope containing price bid of only those parties will be opened whose premises is considered suitable for use by IGNOU and meets all qualifying requirements. Date of opening of price bid will be intimated to the technically qualified Bidders separately. The price bid of Bidders not meeting qualifying requirements shall remain in unopened condition.
4. All the Bid papers should be returned to us duly signed and stamped on each page by the authorized signatory of the Bidder along with technical bid papers.
5. The rates should be quoted both in words and in figures, in the ‘Price Bid’ **Annexure-IX** enclosed. In the event of any mismatch between the two, the rates in words shall prevail. If any bidder does not accept the correction of errors, their bid will be disqualified.
6. The letter of Undertaking should be executed on a non-judicial stamp paper of Rs.10.00 Stamp Paper for submitting undertaking should not be older than six months from the date of execution.
7. EMD shall be in favour of IGNOU Regional Centre, Chandigarh payable at Chandigarh in the form of pay order or bank draft from any nationalized bank or scheduled bank. EMD of the unsuccessful Bidders shall be returned within fifteen days of acceptance of award of services by the successful bidder.
8. EMD shall not carry any interest.
9. EMD of the successful bidder shall be refunded within one week of handing over the hired space in a ready to move in condition.

10. The offer shall be valid for a period of 120 days from the date of opening of the price bids.
11. All the deviations to the Bid conditions and the cost for withdrawing them shall be clearly brought out in the enclosed deviation statement.
12. The tender shall be received up to 15.00 Hrs. on due date of bid submission and shall be opened at 16.00 Hrs.

**Annexure-II**

**2. QUALIFYING REQUIREMENTS**

The bidder has to submit the following documents as a part of technical bid.

- 2.1 Undertaking for agreeability to provide rent reasonability certificate from CPWD / PWD and for rent on initial hiring to remain in force for the initial period of three years
- 2.2 Title deed or Allotment letter of the property establishing the proof of ownership issued by the local authority.
- 2.3 Floor plan sketch, Blue print of the building duly attested / certified True copy showing area on rent/hire.
- 2.4 Confirmation regarding providing reserved parking for 10 cars as per specified norms of parking along with suitable parking for two wheelers.
- 2.5 Completion Certificates
- 2.6 PAN No. & Service Tax Regn.
- 2.7 EMD amount of Rs. Ten Thousand in the form of Pay Order/ DD in favour of IGNOU Regional Centre, Chandigarh payable at Chandigarh issued by any nationalized scheduled bank.
- 2.8 Affidavit from owners and if tender is submitted by the power of attorney holder an affidavit from such power of attorney holder regarding accommodation offered for hiring being free from any litigation / liability / pending dues and taxes and approved for commercial activities.
- 2.9 Deviation Statement ( Annexure-VII)
- 2.10 Letter of Undertaking (Annexure-IX)
- 2.11 The information regarding ambience of the property including approach roads, nature of activities being carried out in the surrounding properties, hygiene in the neighbourhood etc. shall be furnished by the bidder.
- 2.12 The bidder has to indicate the following areas:
  - a) Carpet Area offered for the rent .....Sqft.
  - b) Covered Area .....Sqft.
  - c) Super Area worked out for rental covered area.....Sqft.

### Annexure-III

### **3. SCOPE OF SERVICES**

#### **3.0 Scope of Services**

INDIRA GANDHI NATIONAL OPEN UNIVERSITY a University established by an act of parliament is the largest University in India. University has established its Regional Centre in Chandigarh. This proposed office & warehouse space shall be used for IGNOU Regional Centre Chandigarh for a period of three years.

The scope of services is thus to provide ready to move in premises between 7000 to 8000 sqft. covered area spread over a maximum of two consecutive floors within a single premises to accommodate RC office & warehouse on rent and providing basic amenities and shall necessarily includes but not be limited to the following.

#### **3.1 General**

- A) Providing an office space with covered area between 7000 to 8000 sqft. offered on maximum of two consecutive floors to accommodate for RC office & warehouse
- B) The location should be in prime area suitable for educational institute and should be easily accessible. The approach to the premises should be wide enough to transport materials through truck.
- C) All Building services such as Plumbing, sewerage system, telephone connectivity by BSNL / other services providers shall be fully operational at the time of submission of the offer by the bidder.
- D) Providing 10 reserved parking for cars as per specified norms of parking along with suitable parking for two wheelers within the premises of the property.
- E) Providing one toilet each for gents and ladies preferably approachable by physically

challenged persons and compatible with wheel chairs in the premises. The gents' toilet on each floor shall have a provision of minimum one flush toilet, one wash basin, two urinal pots, and one exhaust fan. The ladies toilet shall have a provision of minimum one flush toilet, one wash basins, and one exhaust fan. All sanitary wares shall have good look and shall be of reputed makes.

- F) Provision of keeping a water cooler for drinking water for 50 persons.
- G) Providing service water system along with sufficient water for toilets, wash basins, house keeping, other cleaning purposes etc.
- H) Providing separate space for pantry.
- I) The walls shall be finished with POP / wall panelling.
- J) All other civil works not specifically mentioned here but required to make the system complete.

### **Exclusions**

3.2 Housekeeping and security services of hired space.

\* Approx. space area in Sqft. indicated above are excluding the common area like corridors, passages, staircases, lifts, lobbies, service shafts etc. out side the rented space to IGNOU Regional Centre in the building.

### **3.3 Electrical**

- A) Providing concealed wiring for power supply. Sufficient power points should be provided within the office space and near other related facilities i.e. in pantry room, common areas, water cooler space, toilets, etc.
- B) Providing provisions for the ceiling fans in rooms, installation of Window Air Conditioners, Split Air Conditioners or Coolers as per requirement. For the installation of Coolers/ACs, if the situation so requires, some minor alterations in the grills of the window as per justified requirements will be made, for which bidder will not have any objection.
- C) IGNOU at its own expense will lay cabling for the purpose of Intercom in the rooms, cabin, cubicles, and workstations totaling to around 20-30 locations and in the area of other related facilities, Cabling for installing access control system for entry & exit and many other works of this nature which will be required for smooth running of the office as per the justified requirement. Bidder has to agree for this.
- D) Providing Electrical power connection, with provision of additional load in case required with independent meter for billing purpose. This electrical load does not include the building services such as Lifts, Common lighting etc. out side the rental floor space.
- E) Providing proper earthing & lightning protection for the total building.

- F) All other electrical works not specifically mentioned here but required is to be provided to make the system complete.
- G) Maintenance of the lift will be at the cost of owner. The owner will get the fault removed wherever a request is made.

### **3.4 Maintenance Services**

3.4.1 The housekeeping and security services of the space hired shall be in the scope of IGNOU.

## **Annexure- IV**

### **4. Special Terms & conditions**

- 4.1 Any statutory / legal requirement ( such as rent permission, NOC etc.) if required from local bodies for providing office space to IGNOU on hire basis shall be arranged by the Bidder within 15 days of award of LOI. The bidder shall provide an undertaking on a non judicial stamp paper of Rs.100/- in this regard.
- 4.2 All day to day liaisons with local authorities pertaining to this building shall also be maintained by the bidder.
- 4.3 The rates quoted above on the basis of ‘Per Sqft. carpet area offered for rent to IGNOU’ shall also take into consideration charges towards all the maintenance services. The maintenance charges shall include all services and defined in Annexure-III.
- 4.4 To obtain sufficient power connection from concerned authority shall be in the scope of Bidder. Separate metering shall be provided by the bidder for the internal power consumption of space hired. IGNOU shall pay the monthly bill directly for normal power consumption towards such bill raised by the Electricity Provider for the same.
- 4.5 All major repairs such as leakage in Building and water pipes, lift cracks other defects and electrical defects shall be taken up by the owner at his own cost immediately upon such defects being notified by IGNOU. If the owner fails or continues to neglect to make such repairs IGNOU shall get the same repaired and deduct the expenses of such repairs from the monthly rent of the premises.
- 4.6 The owner shall arrange whitewash, distemper, paint, make good the ceiling, flooring, polish the premises before occupation by IGNOU and thereafter, once in two years during rent period of extended rent period, at his own cost.
- 4.7 The approved bidder shall go for Lease / Rent agreement with IGNOU within 3 days of Letter of Intent (LOI) in the format attached with bid documents. The Lease Agreement shall be initially for a period of three years extendable on the same terms and conditions as mutually agreed. The lease Agreement can be extended further with mutual consent of both the parties. Cost of Stamp Duty and

registration charges of Lease Agreement shall be borne by the bidder and the same shall be reimbursed by IGNOU up on submission of documents. However, other administrative arrangements and expenses thereof for registration of Lease Agreement shall be borne by the bidder. The lease agreement will be executed on the specimen provided by IGNOU

- 4.8 Any clarification can be sought before submitting the bid. No revision in rates shall be allowed after the bid has been submitted.
- 4.9 The clearance for Lifts, Fire and Electrical Installation from the local bodies / Govt. agencies shall be furnished by the bidder before entering in to the lease agreement.
- 4.10 Insurance of all the properties, equipment, furnishings, owned by the bidder and let out to IGNOU shall be arranged by the bidder.
- 4.11 The bidder shall handover the hired space in a ready to move in condition. Failure to provides the space would attract a penalty of Rs.500/- per day delay or which would be adjusted from the EMD of the successful bidder. The rent shall be paid by IGNOU effective from the date of handing over the hired space in a ready to move in condition.
- 4.12 Carpet area will be taken as covered area minus wall area, columns area, AHUs area, common lift lobby if used by other tenant on the same floor, Proper calculation of covered area, carpet area and super area shall be indicated in the tentative floor plan incorporating requirements of IGNOU.
- 4.13 Vacation by IGNOU: While vacating the building the facilities / items provided by the Bidders shall remain with the bidder. IGNOU shall carry the items owned by IGNOU.

## Annexure-V

### 5. PAYMENT TERMS

- 5.1 No Security Deposit or advance towards rent is payable by IGNOU to the successful bidder.
- 5.2 The Rent shall be paid by 7<sup>th</sup> working day of the respective month against satisfactory services and submission of bill.
- 5.3 No brokerage, agency charges, services charges will be paid by IGNOU. Correspondence will be made directly with the registered owner(s) / any agency authorized by the registered owner(s) of the property only.
- 5.4 The bidder shall raise the monthly rental bill and payment towards the same shall be released by IGNOU within 7 working days of receipts of bill complete in all respect.
- 5.5 Unless and otherwise exempted under IT Act, the income tax shall be deducted from monthly rental bill. All taxes applicable on rent shall be borne by the bidder.
- 5.6 The charges for electricity consumption for common area lighting and lift shall be separately reimbursed every month on sharing basis at actuals against documentary evidence. Separate metering shall be provided by the bidder.
- 5.7 All statutory taxes & charges etc. for the premises are to be paid by the registered owner(s) of the property at their own cost.
- 5.8 IGNOU shall not allow any escalation for the initial term of 3 years.



## **Annexure-VI**

### **6. EVALUATION CRITERIA**

- 6.1 After the submission of bids, IGNOU shall identify the technically qualified bidders based on the qualifying requirements indicated in the tender document. However for the final short-listing the technically acceptable properties shall be visited by the committee to ascertain the ambience of the property which being a subjective issue cannot be assessed based on the written information furnished by the bidders. The ambience of the property includes aspects such as approach road, nature of activities being carried out in the surrounding properties, hygiene in the neighbourhood etc. can only be judged during the site visit. This properties with unacceptable ambience are liable to be rejected and the decision of this committee shall be final and binding.
- 6.2 The price bid shall be opened in presence of the Bidders for only those bidders who would be found qualified after techno-commercial evaluation and site visit.
- 6.3 The evaluation criteria of Price Bid would be the L-1 rate per Sq.Ft carpet area against the scope of work.

**Annexure VII**

**DEVIATION STATEMENT**

Bidders Name and address:

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To,  
IGNOU Regional Centre,  
SCO-208, Sector-14  
Panchkula -134109  
Haryana.

Sir,

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The following are the deviations and variations from and exceptions to the specification and bidding documents for Hiring of office & warehouse space for IGNOU Regional Centre, Chandigarh. These deviations and variations are exhaustive.

We confirm that except for these deviations and variations stated in this Attachment to our bid, the entire services shall be performed as per your specifications and conditions of contract documents:

Section	Clause No.	Page No.	Statement of Deviations / Variations*

\* Deviations / Variations may or may not be accepted by IGNOU.

**Date:**

**Place:**

(Signature).....  
 (Printed Name).....  
 (Designation).....  
 (Common Seal).....

Note: Continuations sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Attachment.

(Signature of the authorized representative of Bidder)

**Annexure VIII**

**TECHNICAL BID FOR HIRING OF OFFICE  
 ACCOMMODATION & WAREHOUSE**

1.	Full particulars of the legal owner of the Premises: Name: Address office & Residence:	
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	Tele Fax: E-Mail address:	
2.	Full particulars of person(s) offering the premises on rent / lease and submitting the tender:	
3.	Status of the applicant with regard to the accommodation offered for hiring ( enclosed power of attorney also if the applicant is other than the owner)	
4.	a) Complete Address and location of the Building: b) Details of the accommodation offered for rent (viz. total super area, total carpet area, floor wise) ( Enclose Certified Sketch Plans also)	
5.	Total Area offered for rent Carpet Area: Covered Area:	
6.	Particulars of completion Certificate. Enclosed attested / self certified copy of completion certificate issued by Competent Authority.	
7.	Whether accommodation offered for rent is free from litigation including disputes in regard to ownership, pending taxes / dues ( enclosed copy of Affidavit from the owner of Power of Attorney Holder)	
8.	Accommodation offered is approved for Commercial activities ( Attach proof)	
9.	Facilities for Vehicle parking ( mentioned details)	
10.	No. of lifts and their carrying capacity. Provide details of make, year of installation etc.	
11.	No. of Toilets- Floor wise with details ( separately for man and woman)	
12.	a) Whether (running) water, both drinking and otherwise, available round the clock.	
13.	a) Whether electrical installations and fittings, power plugs, switches etc, are provided or not? b) Whether building has been provided with fans in all rooms or not? ( if yes, give the nos. of fans floor wise.)	
14.	Sanctioned electricity load	
15.	1) Details of power backup facilities: 2) Arrangement for regular repairs and maintenance of Power 3) Back up facility:	

16.	Details of Fire Safety Mechanism along with particulars of fire Department Certificate( copy of Certificate to be enclosed)	
17.	The period and time when the said accommodation could be made available for occupation after the approval by this office.	

18.	Whether the owner of the building is agreeable to: Monthly rent as determined and fixed by Competent Govt. Authority like CPWD. Monthly rent fixed as per (i) above to remain valid for initial lease period of 3 years. If yes, an undertaking to this effect is required to be submitted by the owner(s) of the building.	
19.	Provision for regular repairs and maintenance and special repairs of any of the building	
20.	Any other salient aspect of the building, which the party may like to mention:	

**Declaration:**

- i) I / we have read and understood the detailed terms and conditions applicable to the subject offer as supplied with the bid documents and agree to abide by the same in totality.
- ii) It is hereby declared that the particulars of the buildings etc. as furnished against the individual items are true and correct as per my / our knowledge and belief and in the event of any of the same being found to be not true, I / we shall be liable to such consequences/ lawful action as the Regional Director, IGNOU Regional Centre, Chandigarh may wish to take.

**Date :**

**Signature of legal Owner(s)**

**Address with Contact details**

**Annexure**

**- IX**

**PRICE BID ( PART-II)**

HIRING OF OFFICE      & WAREHOUSE SPACE FOR IGNOU REGIONAL CENTRE  
CHANDIGARH

Tender Document No. & Date:

1. Bidder's Name & Address :
2. Carpet area offered for rent by the bidder ..... Sqft.
3. Rental charges as per format detailed below:

Sl.No.	Description	Unit ( Per Month)	Rate (Rs.) inclusive of all taxes / duties ( but excluding service tax.)	
			In Figure	In Words
1	Rental charges for the hired space including Maintenance Charges etc. as per clause 4.4 & 4.5 of Annexure-IV	Rs. Per sq.ft. Carpet area offered on lease rent to IGNOU	.....	Rupees  only

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

**Note:**

1. The technical & Price Bids are to be submitted separately in sealed envelopes.

**PROFORMA OF LETTER OF UNDERTAKING**

To be executed on Non-Judicial Stamp Paper of Rs.10.00 and submitted in a separate cover along with the Earnest money ( stamp paper for submitting undertaking should not be older than six months from the date of execution of undertaking)

**REF:**

**DATE:**

The Regional Director  
IGNOU Regional Centre,  
SCO-208, Sector-14  
Panchkula-134109 (Haryana)

Dear Sir,

1. I /We have read and examined the following bid documents relating to hiring of office & warehouse space for IGNOU consisting of the following enclosed documents:

- |       |   |                        |
|-------|---|------------------------|
| i.    | Instructions for filling and submitting the bid | - <b>Annexure-I</b>    |
| ii.   | Qualifying Requirements                         | - <b>Annexure-II</b>   |
| iii.  | Scope of Services and Bill of quantities        | - <b>Annexure-III</b>  |
| iv.   | Special Terms & Conditions                      | - <b>Annexure-IV</b>   |
| v.    | Payments Terms                                  | - <b>Annexure-V</b>    |
| vi.   | Evaluation Criteria                             | - <b>Annexure- VI</b>  |
| vii.  | Deviation Statement                             | - <b>Annexure-VII</b>  |
| viii. | Technical Bid                                   | - <b>Annexure-VIII</b> |
| ix.   | Price Bid ( Part-II)                            | - <b>Annexure-IX</b>   |
| x.    | Proforma of Lease Agreement (Draft)             | - <b>Annexe-X</b>      |

2. I / we hereby submit our Bid and undertake to keep our Bid valid for a period of One hundred twenty (120) days from the date of opening of Part-I Bids. i.e. up to dt..... I/we hereby further undertake that during the said period I / we shall not vary / alter or revoke my / our Bid during the validity period of the Bid and the earnest money will be forfeited on revocation of tender before expiry of validity of bid or refusal to enter into the contract after the award is made by IGNOU to the bidder within validity period of offer or on failure to furnish permission / No objection certificate from the concerned authorities for enabling IGNOU to open its offices.

3. This undertaking is in consideration of IGNOU agreeing to open my Bid consider and evaluate the same for the purposes of award of services in terms of Bid documents.

4. Should this Bid be accepted, I/We also agree to abide by and fulfil and comply with all the terms, conditions and provisions of the above mentioned Bidding documents.

5. We have read the relevant clauses of Terms of Payment as stipulated in the Bidding documents and confirm that the specified Terms of Payment are acceptable to us.

Signature along with Seal of Company.

(Duly authorized to sign the Bid on behalf of the Bidder)

Name :

.....

Designation:

.....

Name of Company:

.....

Date and Postal address:

.....

Witness: .....

Signature.....

Date: .....

Name & Address: .....

Annexure-XI

**LEASE DEED**

This LEASE DEED is made at ..... on the..... day of 20....between:

Sh.....

S/O.....Occupation.....

Resident of ..... (which expression shall unless it is

repugnant to the context or meaning thereof include their successors legal representatives. executors, administrators and permitted assigns) of the First-part.

And

Indira Gandhi National Open University having its office at Maidan Garhi. New Delhi- 110068, through its authorized - signatory, Registrar (Administration). (hereinafter referred to as the -Lessee". which expression shall unless repugnant to the context means and include its successors and assigns) of the Second part.

Both the aforesaid parties, collectively hereinafter, referred to as -Parties".



Whereas the Lessor is the absolute and rightful owner of residential house bearing municipal number .....  
.....-..measuring about- .....sqft .....  
..... (hereinafter referred to as the -Demised Premises").

Whereas the Lessee., is a University -created under the Indira Gandhi National Open University Act. 1985 (Act No.50 of 85). primarily for introduction and promotion of Open University and Distance Education systems in the educational pattern of the country.

And whereas the Lessee have requested the Lessor to give the Demised Premises on Lease. for use as its Regional Centre, \_\_\_\_\_ for a period of \_\_\_\_\_ ( ) years. commencing from \_\_\_\_ the of \_\_\_\_\_ 20 \_\_\_\_\_.

**NOW THIS LEASE DEED WITHNESSETH AS UNDER**

1. That in consideration of the terms and conditions agreed to herein. the Lessors hereby lease out the Demised Premises to the Lessee for a period of..... with effect from..... To.....(hereinafter referred to as the 'Term of the Lease') and the Lessee agrees to take on lease the demised premises for the aforesaid period.
2. The Lessee has agreed to pay the Lessor a fixed rent of Rs.....only (...../-) per month. inclusive of charges for providing amenities. in advance on or before \_\_\_\_\_ the of every calendar month during the entire Term of the Lease.
3. That the Lessors shall be responsible to pay all kinds of taxes on the premises levied by the Municipal authorities. State Govt. or Local bodies.
4. The Lessee shall be under a duty to maintain the demised premises, during the Term of the Lease, at its own. cost and expense and shall not claim or recover any amounts from the Lessor on an account during the period of the lease or on its termination. The lessee shall however not be liable or responsible to the Lessor for any damage caused to the Demised Premises during the terms of the lease as a result from an fire, earthquake, storm, war. civil

- disturbance or any natural calamity' or Act of God which is beyond the control of the lessee.
5. The lessee shall not sublet any part with whole or any part of the Demised Premises to any third party under any circumstance without prior written consent of the Lessor.
  6. The Lessee shall use and shall ensure that the Demised Premises is used for the purpose stated in the preamble only and not used for any objectionable activity on purpose. The Lessee shall ensure that none of the person employed by the Lessee do or omit to do any act, which causes nuisance or annoyance or damage or violation of any rules or laws of any local society/body/authority/governmental body. In case the provisions of the clause are violated, the Lessee agrees to keep the Lessor indemnified against all actions,- proceedings. clause claims or demands made against the Lessor and shall also be liable to the Lessor for all costs and consequences.
  7. The Lessee shall have a right without consent from or notice to Lessor to make any additions or structural changes to the Demised Premises in the nature of installing portions, office fittings and .fixtures, electrical appliances including but not restricted to coolers and air-conditioners. The Lessee shall hoverer be liable for all costs incurred on the additions and structural changes and shall not recover or claim any amounts on this account from the Lessor.
  8. The Lessee shall be responsible to attend to all minor day to day maintenance and repairs of the Dernised Premises in the course of its occupancy and shall not recover or claim any amounts on this account from the Lessor.
  9. The Lessee shall ensure that the electricity charges (Power and light) and water charges incurred with effect from the commencement of this lease are paid directly to the authorities concerned.
  10. That although the Term of the Lease is for months/years. The Parties have agreed that the Lessee is at liberty to terminate this Lease Deed anytime before the expiry of the Ten of the Lease, by giving a months written notice to the Lessor. The Parties have further agreed that in the event of a default in payment of rent or breach of any of the terms and conditions agreed herein, by the Lessee, the Lessor is at liberty to terminate this Lease Deed by giving a months/years written notice to the Lessee.
  11. That any notice required to be served upon' th e Parties with effect from the commencement of this Lease Deed till the time the vacant possession oldie Demised

Premises is handed back to the Lessor, shall be deemed to have been duly served and given, if it is served at the under mentioned address by registered mail with postage fully paid. or transmitted by facsimile :-

(i) Lessor : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii) Lessee :

Registrar (Administration).  
Indira Gandhi National Open University,  
Maidan Garhi, New Delhi-110068

Any notice required or permitted to be given hereunder shall be deemed to have been given on the date of expiry of seven (7) days, after having been posted, when transmitted by registered mail or on the date of transmission with confirmed answer back, when transmitted by facsimile.

12. That if on the expiry of this Lease Deed on \_\_\_\_\_th of \_\_\_\_\_20\_\_\_\_ or on the earlier termination of the lease the Lessee fails to vacate the Demised Premises and overstays therein. the Lessee shall become liable to be vacated from the Demised Premises in accordance with procedure established by law.

13. The Parties agree that the term of this Lease Deed shall be registered and the Lessee shall bear the cost of stamp duty, registration and all other charges in accordance with procedure established by law.

14. The Parties agree that the term of this Lease Deed may be extended beyond \_\_\_\_\_the \_\_\_\_\_20\_\_, on terms and conditions mutually agreed upon by the Parties in writing.

15. The Parties hereby represent and warrant/ to each other that.

- a) that it has the power and authority to execute and sign this Lease Deed and comply with the terms and conditions undertaken herein;
- b) that this Lease Deed constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof;
- c) that there are no action; suits or proceedings pending or. to the best knowledge threatened against it before any court. Governmental instrumentality or tribunal that restrain it from discharging the

obligations undertaken herein;

d) that no representation or warranty made herein contains any untrue statement.

16. If any doubt arises as to the interpretation of the provisions of the Lease Deed or as to matters not provided therein, the Parties to this Lease Deed shall consult with each other at each instance and resolve such doubts in-good faith.

17. No amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto, unless set forth- in writing and executed by the respective duly authorized representatives of each of the Parties hereto. .

18. Each of the Parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this Lease Deed and to consummate the transactions contemplated hereby:

19. This Lease Deed has been executed in the English only and that only English language shall be the controlling language for interpretation thereof. No translation, if any, of this Lease Deed into another language shall be of any force or effect in the interpretation Of this Lease Deed or in determination of the intent of either of the parties here to.

20. This Lease Deed has been executed in one part and shall be treated as original and primary evidence of the understanding arrived at between the Parties. The original shall be retained by the Lessor and a certified copy shall be retained by the Lessee.

21. Any dispute Will have legal jurisdiction of \_\_\_\_\_ and \_\_\_\_\_ alone.

### **SCHEDULE OF PROPERTY**

All that premises bearing Municipal No ..... consisting .....

..... situated at ..... and bounded as follows:

Stilt Floor ..... Sq. feet

First floor ..... Sq. feet

Second floor ..... Sq. feet

Third floor ... ..... Sq. feet

Fourth floor ..... Sq. feet

IN WITNESS WHEREOF the Parties herein have affixed their respective signatures to this deed at \_\_\_\_\_ on this \_\_\_\_\_ the day of \_\_\_\_\_, 20\_\_\_\_, in presence of the witnesses:

LESSOR. LESSEE

.....  
.....  
.....

(FULL NAME IN BLOCK LETTERS)

WITNESSES:-

1. For the LESSOR

Signature:

Name:.....

Address:

2. For the LESSEE Signature:

Name: .....

Address: .....