

INDIRA GANDHI NATIONAL OPEN UNIVERSITY

REGIONAL CENTRE –GANGTOK

5th Mile, Tadong, Gangtok East Sikkim Pin 737102,

Ph No: 03592-231102/270923, Fax.03592-231103, Email: rcgangtok@ignou.ac.in

Ref: IG/RC-Gtk/Building-Hire/2019

Dated: 20.02.2020

To,

Sub: Tender Enquiry inviting offers for **Hiring of Office Space** for IGNOU Regional Centre Gangtok for a period of three years.

Dear Sir,

Sealed tenders (in two part bid) are invited on behalf of IGNOU for hiring space for IGNOU Regional Centre Gangtok as detailed below.

Sl.No.	Description of Services	Earnest Money Deposit (in Rs.)	Bid Opening Date	Contract Period
1.	Hiring of office space on Monthly Rent measuring carpet area ranging from 2500 Sqft. To 3000 Sqft. to accommodate around 10-15 employees of IGNOU Regional Centre.	Rs. 5000/- (Rupees Five Thousand Only)	20.03.2020 at 11:30 Hrs (Bid submission up to 1100 Hrs. of 18.03.2020) (Technical Bid)	03 Years (extendable for a further period as may be mutuality agreed)

NOTE:

1. If the date of opening happens to be closed holiday, then the tenders shall be received and opened on the next working day.
2. Tenders shall be received upto 11.00 am of 18.03.2020 on the date of opening and Part-I bid will be opened on 20.03.2020 at 11.30 am. IGNOU takes no responsibilities 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. The envelope containing the Technical bid and Price bid should be superscribed as “TENDER DOCUMENT FOR HIRING OF OFFICE SPACE-IGNOU” addressed to **The Regional Director, IGNOU Regional Centre, 5th Mile, Tadong, East Sikkim 737102.**
5. No brokerage shall be paid by IGNOU.

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 and condition –**Annexure-IV**
- v. Payment 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- **Annexure-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 above period shall not be entertained.

We look forward for your participation.

Regional Director

INSTRUCTIONS FOR FILING IN AND SUBMITTING THE BID

The Bid shall be submitted in three sealed envelopes as under:

- 1.1 First envelope should contain the Covering Letter, Earnest Money Deposit,
 - 1.2 Second envelope should contain the Letter of Undertaking, Technical Bid, Tentative layout of incorporating requirements of IGNOU in the proposed space offered for rent and deviation statement, and
 - 1.3 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 envelope 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 be remained in unopened condition.
 4. All the bid papers should be returned to us duly signed and stamped on each page by the authorised 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 submitted undertaking should not be older than six months from the date of execution.
 7. EMD shall be in favour of IGNOU Regional Centre, payable at Gangtok/Tadong in the form of pay order of bank draft from any nationalized bank or scheduled bank. EMD of the unsuccessful bidder shall be refunded within fifteenth days of acceptance of award of service 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 the 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 1100 Hrs. on due date of bid submission and shall be opened at 1130 Hrs on 20.03.2020.

Annexure-II

1. QUALIFYING REQUIREMENTS

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

- 1.1 Undertaking for agreeability to provide rent reasonability certificate from CPWD/PWD and for rent on initial hiring for the initial period of 3 years.
- 1.2 Title Deed or Allotment letter of the property establishing the proof of ownership issued by the local authority.
- 1.3 Floor plan sketch, Blue Print of the building duly attested/certified True Copy showing area on rent/hire.
- 1.4 Confirmation regarding providing 4-10 reserved parking for cars as per specified norms of parking along with suitable parking for two wheelers.
- 1.5 Completion Certificate.
- 1.6 PAN No. and Service Tax Registration.
- 1.7 EMD amount of Rupees Five Thousand in the form of Pay Order/DD in favor of "IGNOU Regional Centre, Gangtok" payable at Gangtok/Tadong issued by any nationalized or scheduled bank.
- 1.8 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.
- 1.9 Deviation statement (Annexure-VII)
- 1.10 Letter of Undertaking (Annexure-IX)
- 1.11 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.
- 1.12 The bidder has to indicate the following areas:
 - a. Carpet Area offered for the rentSqft.
 - b. Covered AreaSqft.
 - c. Super Area worked out for rental covered areaSqft.

Annexure-III

2. SCOPE OF SERVICES

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

The scope of services is thus to provide ready to move in premises between 2500 to 3000 Sqft. covered area spread over a maximum of **two consecutive** floors within a single premises to accommodate about 10-15 employees on rent and providing basic amenities and shall necessarily include but not be limited to the following:

3.1 General

- A. Providing an office space with covered area between 2500 to 3000 Sqft. Offered on maximum of two consecutive floors to accommodate around 10-15 employees in a singly/multiple tenanted building for the purpose of setting up IGNOU regional Centre's office.
- B. All Building services such as Plumbing, sewerage systems, telephone connectivity by BSNL/other service providers shall be fully operational at the time of submission of the offer by the bidder.
- C. Providing **4-10** reserved parking for cars as per specified norms of parking along with suitable parking for two wheelers within the premises of the property.
- D. Providing one toilet each for gents and ladies preferable approachable by physically challenged persons and compatible with wheel chairs in the premises. The gents' toilets 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 basin, and one exhaust fan. All sanitary wares shall have good and shall be of reputed makes.
- E. Provision of keeping a water cooler for drinking water for 50 persons.
- F. Providing service water system along keeping other cleaning purposes etc.
- G. Providing separate space for pantry.
- H. The wall shall be finished with POP/wall painting.
- I. All other civil works not specifically mentioned here but required to maintain 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. outside 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, of the suitable 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 totalling to around **20-30** locations and in the area of other related facilities. Cabling for installing access control system for entry and 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. outside the rental floor space.
- e. Providing proper earthing and 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 request is received.

3.4 Maintenance Service

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

4. Special Terms and 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 rate for hired space should be quoted on the basis of "Per square feet" Carpet area offered for rent to IGNOU including all levies and taxes, i.e. land, water, sewage, property and commercial tax, etc. service tax shall be payable extra. The rates shall also include complete: Scope of Services and Bill of Quantity indicated above at Annexure-III.
- 4.4 The rates quoted above on the basis of "Per square feet" 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 as define in Annexure-III.
- 4.5 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 bid directly for normal power consumption towards such bill raised by the Electricity Provider for the same.
- 4.6 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.
- 4.7 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 or extended rent period, at his own cost.
- 4.8 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 upon 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 the IGNOU.
- 4.9 Any clarification can be sought before submitting the bid. No revision in rates shall be allowed after the bid has been submitted.

- 4.10 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.
- 4.11 The bidder shall handover the hired space in a ready to move in condition. Failure to provide the space would attract a penalty of Rs. 500/- (Rupees Five Hundred only) 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.

5. PAYMENT TERMS

Annexure V

- 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 7th working day of the respective month against satisfactory services and submission of bill.
- 5.3 No brokerage, agency charges, service 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 receipt 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 are lighting and lift shall be separately reimbursed every month on sharing basis at actual against documentary evidence, separate metering shall be provided by the bidder.
- 5.7 All statutory taxes and 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.

6. EVALUATION CRITERIA

Annexure-VI

- 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 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, activities being carried out in the surrounding properties, hygiene in the neighbourhood etc. can only be judged during the site visit. Thus, properties with unacceptable ambience are liable to be rejected and the decision of the 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 square feet Carpet Area 2500 to 3000 square feet against the scope of work.

DEVIATION STATEMENT

Bidder's Name and Address: _____

To
 IGNOU Regional Centre, Gangtok.
 5th Mile, Tadong.

Sir,

The following are the deviations and variations from and exceptions to the specification and bidding documents for Hiring of office space for IGNOU Regional Centre Gangtok 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 specification 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 or like sheet and format may be used on per Bidder's requirements and shall be annexed to this Attachment.

(Signature of the authorized representative of Bidder)

Annexure-VIII

TECHNICAL BID FOR HIRING OF OFFICE ACCOMODATION

1.	Full particulars of the legal owner of the Premises: i) Name ii) Address Office and Residence: iii) Telephone No./Mobile No.: iv) Tele Fax: v) 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 Certificate Sketch Plan also)	
5	Total area offered for rent i) Carpet Area: ii) Covered Area:	
6.	Particulars of completion certificate. Enclosed attested/self certificate 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 etc. (enclose copy of Affidavit from the owner or Power of Attorney Holder)	
8.	Accommodation offered in approval for Commercial activities (Attach proof)	
9.	Facilities for Vehicle parking (mention 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 buildings 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) Arrangements for regular repairs and maintenance of "Power Backup" 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: i) Monthly rent as determined and fixed by Competent Govt. Authority like CPWD. ii) Monthly rent fixed as per (i) above to remain valid for initial lease period for 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, if 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 shall be liable to such consequences/ lawful action as the Regional Director, IGNOU Regional Centre Gangtok may wish to take.

Date:

Signature of Legal Owner (s)
Address with contact details

PRICE BID (Part-II)
Hiring of office Space for IGNOU Regional Centre Gangtok

Tender Document no, and Date:

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

SL No.	Designation	Unit (per monthly)	Rate (Rs.) Inclusive of all taxes/duties (but excluding service tax)	
3.	Rental charges for the hired space including Maintenance Charges etc. as per clause 4.4 and 4.5 of Annexure-IV	Rupees_____per square feet carpet area offered on lease rent to IGNOU	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> </div>	Rupees.....

Date:

Place:

(Signature)_____

(Printed Name)_____

(Designation) _____

(Common Seal)_____

NOTE:

1. The- Technical and 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 Gangtok
5th Mile, Tadong
Gangtok, Sikkim

Dear Sir,

1. I*/We* have read and examined the following bid documents relating to hiring of office space for IGNOU consisting of the following enclosed documents:
 - i. Instructions for filling and submitting the bid-Annexure-I
 - ii. Qualifying Requirements- Annexure II
 - iii. Scope of Services and Bill of Quantity –Annexure III
 - iv. Special Terms and Conditions- Annexure-IV
 - v. Payment 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 Lease Agreement (Draft)-Annexure X
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 1 Bids i.e up to date.
I*/We* hereby further undertake that during the said period, I*/We* shall not vary/alter to 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 sureties in terms of Bid documents.

4. Should this Bid be accepted, I*/We* also agree to abide by and fulfill 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 Payments are acceptable to us.

Signature along with Seal of Company
(Duly authorized to sign the Bid on behalf of the Bidder)

Name_____

Designation_____

Name Co_____

Date and Postal address_____

Witness:

Signature:

Date:

Name and Address:

LEASE DEED

This LEASE DEED is made aton the..... Day..... 20.....

Between

Sh.....S/O..... Occupation
..... resident of.....
hereinafter referred to as the "Lessor" which expression shall unless repugnant to the context include its successors and assigns of the one 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 include its successors and assigns of the other part

Collectively referred to as the "Parties":

Whereas the Lessor is the absolute and rightful owner of residential house bearing municipal number
measuring about..... Square feet, 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) having national jurisdiction;

And whereas the Lessee have requested the Lessor to give the Demised Premises on Lease for use as the Regional Centre/Warehouse..... for a period ofyears commencing from.....

NOW THIS LEASE DEED WITNESSETH AS UNDER

1. That in consideration of the terms and conditions agreed to herein, the Lessor hereby lease out the Demised Premises to the Lessee for a period of..... with effect from to 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..... per month, inclusive the charges for providing amenities, in advance on or before 7th of every calendar month during the entire term of the lease. The total lease money is Rs..... per month inclusive the charges of providing amenities.
3. 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 amount from the Lessor on any

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 Demised Premised during the terms of the lease as a result from any fire, earthquake, store, war, civil disturbance or any natural calamity or Act of God which is beyond the control of the Lessee.

4. 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.
5. The Lessee shall use and shall ensure that the Demised Premises is used for purposes stated in the Preamble only and not used for any objectionable activity or 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.
6. The Lessee shall have a right without consent from or notice to Lessor to make any partitions, office fittings and fixtures, electrical appliances including but not restricted to coolers and air-conditioners. The Lessee shall however be liable for all costs incurred on the additions and structural charges and shall not recover or claim any amount on this account from the Lessor.
7. The Lessee shall be responsible to attend to all minor day to day maintenance and repairs of the Demised Premises in the course of its occupancy and shall not recover or claim any amounts on his account from the Lessor.
8. 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.
9. That although the lease is for a term of three years, the Parties have agreed that the Lessee may terminate this Lease Deed before the expiry of the term by giving three months' written notice to the Lessor. The parties have agreed that in the event of default in payment of rent or breach of any agreed terms and conditions by the Lessee, the Lessor may terminate this Lease Deed by giving three months' written notice to the Lessee.
10. That any notice required to the served upon the parties with effect from the commencement of this Lease Deed till the time the vacant possession of the 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:
Full Address

ii) Lessee Registrar
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 seven (7) days have expired having been posted when transmitted by the registered mail or on the date of transmission with confirmed answer back when transmitted by facsimile.

11. That if on the expiry of this Lease Deed on..... 20..... Or on the earlier termination of that 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.
12. 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.
 13. The Parties agree that the term of this Lease Deed may be extended beyond (date) on mutually agreeable terms and conditions.
 14. The Parties hereby represent and warrants to each other that.
 - a) That is has the power and authority to execute and sigh the 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 warrant made herein contains any untrue statement.
 15. 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 for each instance and resolve such doubts in good faith.
 16. No amendment of change hereof or additions hereto shall be effective or binding on either of the parties hereto unless set forth in writing and executed by the respective duly authorised representatives of each of the Parties hereto.
 17. 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.
 18. This Lease Deed has been executed in the English only and only the 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 hereto.
 19. 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 Lessee and a certified copy shall be retained by Lessor.
 20. That the Lessor shall be responsible to pay all kinds of taxes on the premises levied by the Municipal authorizes, State Government: or Local bodies.

SECHEDULE OF PROPERTY

All that premises bearing Municipal Number _____
 consisting of _____ situated at _____ and
 bound as follows:

Basement	Sq feet
Stilt Floor	Sq feet
First Floor	Sq feet
Second Floor	Sq feet

IN WITNESS WHEREOF, this Lease Deed is signed by the Parties at _____
on the day, month and year first above mentioned in the presence of the following witness:

LESSOR

LESSEE

.....
(Full Name in Block Letters)

Witnesses

1. Signature.....
Name.....
Address.....

Signature.....
Name.....
Address.....

2. Signature.....
Name.....
Address.....

Signature.....
Name.....
Address.....