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**Nanoor Khera, Tapovan,  
Raipur Road, Dehradun-248008  
Phone: 0135-2789180/200/205**

# **Tender for Warehouse**

**Required 2000 Sq. Ft.**

**Carpet Area**

on Ground Floor for  
Warehousing of study material.

Constructed building  
(ready for occupation) with 25  
to 30 Ft wide entrance with 2 or  
3 small rooms / cabins and  
toilets on well-connected road.

Suitable for movement of truck  
of 10 to 15 MT capacity, will be  
considered. Location must be  
within 5 km radius of current  
Regional Centre. A proposal  
with complete details (photos  
and blue-print of building,  
ownership documents)

**MUST reach undersigned by  
09-02-2016.**

Tender document costing  
Rs. 100/- may be collected  
from our address.

**Regional Director**



**INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
REGIONAL CENTRE DEHRADUN  
NANOOR KHERA, TAPOVAN, RAIPUR ROAD, DEHRADUN-248008**

**Subject: Tender Enquiry Inviting offers for Hiring Space for Warehouse of IGNOU Regional Centre Dehradun**

Dear Sir,

Sealed tenders are invited on behalf of IGNOU for hiring of space for Warehouse of IGNOU Regional Centre Dehradun as detailed below:-

S.No.	Description of Services	Earnest Money Deposit (In Rs.)	Contract Period
1	Hiring of space on Monthly Rent measuring covered area of 2000 Sqft. for warehouse of Regional Centre Dehradun	Rs.5000/- (Rupees Five Thousand Only)	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 on the next working days.
2. Tenders shall be received up to 15:00 hrs. on the date of opening. 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 Center Dehradun at the address given below:-

**The Regional Director  
IGNOU Regional Centre  
IGNOU, Nanoor Khera, Tapovan,  
Raipur Road, Dehradun  
Pin – 248008**

5. No brokerage shall be paid by IGNOU.
6. Cost of Tender Document: Rs.100/-(Rupees One Hundred 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. 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 the above period shall not be entertained.

We look forward for your participation.

Regional Director

**INSTRUCTIONS FOR FILLING IN AND SUBMITTING THE BID**

1. 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 lay out by 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 any 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 to 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 favor of IGNOU payable at Dehradun in the shape of bank draft from any nationalized bank or scheduled bank. EMD of the unsuccessful Bidders shall be returned within a month 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 15:30 Hrs on the same date.

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/Rent Control Authority 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 Parking space
- 2.5 Completion Certificate
- 2.6 PAN No. & Service Tax Registration No.
- 2.7 EMD amount of **Rupees Five Thousand** in the shape of DD in favor of **IGNOU** payable at **DEHRADUN** issued by any nationalized or 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 neighborhood etc. shall be furnished by the bidder.
- 2.12 The bidder has to indicate the following areas :
  - a) Carpet Area..... Sqft.
  - b) Covered Area..... Sqft.
  - c) Super Area..... Sqft.

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**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 Dehradun. This proposed space shall be used for warehouse of IGNOU Regional Centre Dehradun for a period of three years.

The scope of services is thus to provide ready to move in premises between 2000 Sq.ft. covered area on ground floor within a single premises on rent and providing basic amenities and shall necessarily include but not be limited to the following.

**3.1 GENERAL**

- a) The site/warehouse should be hall(s) type structure with covered area between 2000 Sq.ft. on **Ground floor** in a single compound for the purpose of setting up warehouse of IGNOU Regional Centre for storage of books and study materials. The site should be ideally and centrally located (preferably within a radius of 5- 6 KM from Tapovan, Dehradun).
- b) The site/warehouse should be freely accessible through motorable approach road for movement of 18 MT containerized truck and should be within single compound wall with suitable industrial gate.
- c) The site should also have drinking water, electricity with proper lighting and toilet facilities.
- d) The site should be water logging free area.
- e) The wall and roof shall be well plastered and water resistant.
- f) All other civil works not specifically mentioned here but required to make the system complete.

**3.2 EXCLUSIONS**

Housekeeping and security services of hired space.

Approx space area in Sq.ft. 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 space.
- b) 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.
- c) Providing proper earthing and lightning protection for the total building.
- d) All other electrical works not specifically mentioned here but required is to be provided to make the system complete.

3.4 **Maintenance Services**

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

**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 rate for hired space should be quoted on the basis of per Sqft. 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 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 as defined 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 bill 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 therefore, 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 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 Insurance of all the properties, equipment, furnishings owned by the bidder and let out to IGNOU shall be arranged by the bidder.
- 4.12 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/- 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.



- 4.13 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.
- 4.14 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.

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**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, 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 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.
- 5.7 IGNOU shall not allow any escalation for the initial term of 3 years.

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**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 neighborhood etc. can only be judged during the site visit. Thus 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 Sqft. Carpet Area against the scope of work.

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**Annexure VII**

**DEVIATION STATEMENT**

(Bidder's Name and Address)

To

The Regional Director  
IGNOU Regional Centre  
Dehradun.

Sir,

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

We confirm that except for these deviation 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 :

Signature .....

Place :

Printed Name .....

Designation .....

Common Seal .....

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

**(Signature of the authorized representative of Bidder)**

<b><u>TECHNICAL BID FOR HIRING OF OFFICE ACCOMMODATION</u></b>	
1	Full particulars of the legal owner of the Premises:
	i) Name :
	ii) Address Office & Residence :
	iii) Telephone No. / Mob. No.:
	i) 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 Certified Sketch Plan also)
5	Total Area offered for rent i) Carpet Area : ii) 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 etc. (enclose copy of Affidavit from the owner or Power of Attorney Holder)
8	Accommodation offered is approved 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	Whether (running) water, both drinking and Otherwise, available round the clock.
13	a) Whether electrical installations and fittings, power plugs, switches ets. 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	i)Details of power backup facilities:  ii) Arrangement 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.Autthority like CPWD. ii) 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, 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/We shall be liable to such consequences / lawful action as the Regional Director, IGNOU Regional Centre Dehradun may wish to take.

Date :

**Signature of Legal Owner(s)  
Address with Contact details**

**PRICE BID (Part – II)**

**Hiring of Space for Warehouse of IGNOU Regional Centre Dehradun**

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 :

S.No.	Description	Unit (Per Month)	Rate (Rs.) inclusive of all taxes / duties (but excluding service tax)	
			In Figures	In Words
1	Rental charges for the hired space including Maintenance Charges etc. as per clause 4.4 & 4.6 of Annexure – IV	Rupees per sq.ft. Carpet area offered on lease rent to IGNOU	.....	Rupees. .... ..... .....

Date:-

Signature:\_\_\_\_\_

Place:-

Printed Name\_\_\_\_\_

Designation\_\_\_\_\_

Common Seal\_\_\_\_\_

Note : 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/- 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 :**

To  
The Regional Director  
IGNOU Regional Centre,  
Nanor Khera, Tapovan,  
Raipur Road, Dehradun-248008, Uttarakhand

Sir,

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

i. Instructions for filling and submitting the bid	- Annexure - I
ii. Qualifying Requirements	- Annexure - II
iv. Special Terms & 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 - I Bids. i.e. up to dt..... I/We hereby further undertake that during the said period I/We shall not vary / after 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 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 Payment are acceptable to us

Signature along with Seal of Company,

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

Witness .....	Name .....
Signature .....	Designation .....
Date .....	Name of Co. ....
Name & Address .....	Date .....
.....	Postal Address .....



**LEASE DEED**

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

Shri ..... 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 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 do the Parties**

Whereas the Lessors 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 Lessee have requested the Lessor to give the Demised Premises on Lease for use of the Regional Centre Dehradun for a period of ..... Commencing from .....

**NOW THIS LEASE DEED WITNESHETH 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 ..... 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 of 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 of charges for 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 amounts 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 the Demised Premises during the terms of the lease as a result from any fire, earthquake, storm, 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 the purpose 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 of 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 agree 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 additions or structural changes to the Demised Premises in the nature of installing partitions, office fitting 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 changes and shall not recover or claim any amounts 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 this 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 ..... Months / Years, the Parties have agreed that the Lessee may terminate this Lease Deed before the expiry of the term by giving ..... Months / Years 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 ..... Months / Years written notice to the Lessee.
  
10. That any notice required to be 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 duty 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       The 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 after having been posted when transmitted by 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 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.

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 ..... 200 ..... on mutually agreeable terms and conditions.
14. 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.
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 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.
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 here to.
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 Lessor and a certified copy shall be retained by the Lessee.
20. 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.

**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 this Lease Deed is signed by the parties  
at..... on 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 .....  
.....  
.....

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