

CHANDIGARH HOUSING BOARD

CHANDIGARH

E-AUCTION NOTICE

Chandigarh Housing Board, UT, Chandigarh is going to hold e-auction of 07 No's Porta Cabins at Maloya-I Chandigarh purely on **Monthly Rental Basis** as per schedule mentioned below: -

Registration and EMD Payment by bidder		Approval of Registration by CHB		Auction Date	
Start	End	Start	End	Start	End
03.02.2020	16.02.2020	17.02.2020		18.02.2020	
11.30 AM	05.00 PM	09.00 AM	05.00 PM	09.00 AM	05.00 PM

The monthly reserve rental is Rs. 38,735/- and the rental period will be 05 years. The detailed terms and conditions of e-auction can be downloaded from the website <https://www.eauction.gov.in>. CHB will conduct the Workshop-cum-Training on 07.02.2020 at 11:00 A.M. to 01:00 P.M. in the Board Room, Block-C, CHB to familiar with the working/operation of “**e-auction portal**” for the convenience of General Public. All those who intend to participate in the said E-Auction may like to attend the Workshop-cum-Training and have to create digital signatures. For any technical assistance, bidders can contact the following: -

- i). 7988401342 (Sh. Vivek, Programmer, NIC, Chandigarh).
- ii). 7986444535 (Sh. Harpreet Singh, Programmer, CHB).
- iii). 9888736316 (Sh. Ajit, Programmer, NIC Office, NIC, Chandigarh).

Chief Executive Officer,
Chandigarh Housing Board,
Chandigarh.

GENERAL TERMS & CONDITIONS FOR RENTING OUT 7 No's PORTA CABINS AT MALOYA-I, CHANDIGARH ON PURELY MONTHLY RENTAL BASIS

1. The Porta Cabin size 3.5 mtrs. X 5.0 mtrs (188.37 Sq. Fts. Approx.) will be given on monthly rent basis for a period of 5 years with increase @ 10% per year (on previous year rent). The lessee will require to execute the lease deed. The Reserved monthly rent for each Booth is Rs. 38,735/- per month. The Successful E-bidder shall deposit the rent quoted in the E-bid alongwith Goods and Services Tax as applicable (presently 18% G.S.T is chargeable). The detail of size of porta cabin & no. of each porta cabin etc. is mentioned as per Annexure-I (attached).
 - a). Bidders may avail help from the Help Desk No. 0172-4601813, 0172-4601814 set up at Chandigarh Housing Board, UT, Chandigarh. Bidders may also get help in getting digital signatures from the Help Desk set up at the Chandigarh Housing Board.
 - b). For technical assistance, bidders may contact at Mobile No's
 - i). 7986444535 (Sh. Harpreet Singh, Sr. Programmer, CHB)
 - ii). 9888736316 (Sh. Ajit, Programmer, NIC Office, CHD.) &
 - iii). 7988401342 (Sh. Vivek, Senior Programmer, NIC Office, CHD.).
 - c). The bid will be accepted in multiples of Rs. 500/-.
 - d). In no case bid less than the reserve price shall be accepted.
 - e). Once the bid is placed, the highest bidder shall not be permitted to withdraw or surrender his bid on any ground, and in case he does so the EMD deposited by him/her shall stand forfeited in full.
 - f). The payments would be made through RTGS/NEFT to the following Account of Chandigarh Housing Board: -

Name of Bank & Branch -	HDFC Bank Ltd., SCO 46-47, Sector 9 D, Chandigarh.
Bank Account No. -	50100159943414.
IFSC code -	HDFC0001306.

NOTE:- Documents Required: - (i). Printout of scanned image of printed RTGS/NEFT along with UTR Number and date be uploaded.

(ii). PAN Card

(iii). Adhaar Card

(iv). Signed copies of Terms and Conditions be uploaded.

(v). Authorization letter (if required) also be uploaded.

Applications without complete documents will be straightway rejected.

2. The e-Auction process is open for all the citizen of India above 18 years of age after getting himself/herself registered with e-Auction portal of Chandigarh Housing Board.
3. Only bidders holding valid User ID/Password and confirmed payment EMD amounting to Rs. 15,000/- through NEFT/RTGS shall be eligible for participating in the e-Auction process.

NOTE:

In case, where more than one property is being bid for, the interested bidder has to submit separate EMDs against each property.

4. The registration window will remain open from **03/02/2020 to 16/02/2020 (upto 5.00 P.M.)** in all the days during the e-Auction process. The interested bidder has to submit their Bid documents (as mentioned above)/EMD/Registration before closure of deadline. Site will remain functional 24X7 hrs. After going through the registration process (one-time) and generating user ID & Password, bidders shall be eligible for participating in the e-Auction process subject to due verification (of the documents) and/or approval of the service provider i.e. NIC. The e-Auction of above Porta Cabins would be conducted strictly within the scheduled date and time by way of bidding amongst the bidders and the bidder shall improve their offer in multiples of an amount i.e. Rs. 500/- mentioned under the column "Bid-increase amount" against each property.

In case any E-bid is placed in the last five minutes of the closing time of e-Auction, the closing time will be automatically extended for 10 minutes (subject to unlimited number of extensions of 10 minutes each, every time a bid is submitted). The E-bidder who submits the highest E-bid on closure of e-Auction process shall be declared as a successful bidder and a communication to that effect will be issued by the Authorized Officer within 05 days (the EMD of Rs. 15,000/- paid by the successful bidder shall be adjusted).

5. In case of E-Bidding at the last moment, E-bidders are requested to make all the necessary arrangements/alternatives such as power supply backup etc. so that they are able to participate in the E-auction.
6. The Chairman of the Property Allotment Committee reserves himself/herself the right to withdraw any number of Porta Cabin etc. that may have been announced for e-auction and to accept or reject the highest E-bid without assigning any reason.
7. Successful E-bidder shall deposit an amount equal to three months rent quoted in E-bid as security within 10 days from communication referred in clause 4.
8. The EMD of Unsuccessful e-bidder shall be refunded (without interest) after finalization of E-auction process.
9. The Lessor reserves the right to terminate the lease at any time after handing over the possession of the said Porta Cabin by serving upon the lessee a notice to the effect and the lessee shall be able to hand over the vacant possession of the Porta Cabin by date as stipulated in the notice.
10. A person can E-bid on behalf of another person only if he discloses the name of such person and in case of a company, firm/institute/autonomous bodies or members of Joint Hindu Family etc. as the case may be/shall be given immediately after the E-bid closed/accepted. No E-bid shall be accepted in the name of a firm or a company or on behalf of any other person (s) unless the names of all other persons giving the offer are given with the complete specification of shares and the person making the E-bid produces a valid and legal power of attorney authorizing him to E-bid on others behalf.
11. No addition in the name of E-bidder shall be allowed after the acceptance of E-bid. The name of the person in whose behalf E-bid has been accepted shall be made known to the Chairman, Property Allotment Committee, Chandigarh by the E-bidder at that very time and no alteration in the name shall be allowed, if the E-bid is given on behalf of a firm or company the number of share and each share holder of exact share or each partner, co-lessee or joint lessee shall be made known by the E-bidder immediately and no subsequent addition

- or alteration of number of shares declared at the time of E-bid shall be allowed.
12. After depositing the amount of security, the lessor shall execute the rent deed/lease deed within a period of one month from the date of possession, in such a manner as may be directed by the Secretary, Chandigarh Housing Board, Chandigarh, failing which, Chandigarh Housing Board, Chandigarh may cancel the allotment and forfeit the security deposit amount. The lessee shall bear and pay all expenses in respect of the execution of rent deed/lease deed including the stamp duty and registration fee payable in respect thereof in accordance with law in force at that time.
 13. The Porta Cabin will be rented out on “AS IS WHERE IS BASIS” and the Chandigarh Housing Board will not entertain any claim regarding it. Bidders are advised to inspect the Porta Cabin before submitting their bids. On submission of bid, it will be presumed that the bidder has inspected the Porta Cabin and agrees to take it on ‘**as is where is**’ basis.
 14. The Porta Cabin shall not be used for any purpose/trades other than mentioned in the list annexed at **Annexure-II**. The **Layout Plan** showing the location of Porta Cabins at Maloya-I, Chandigarh is placed at **Annexure-III**.
 15. The covered passage (Verandahs) in front or in the sides of the Porta Cabin shall not be encroached upon or used for any purpose other than a public passage.
 16. The lessee shall be liable to pay all such fee or taxes or charges as may be levied by the Governments or Municipal Corporation, Chandigarh or Chandigarh Housing Board, Chandigarh or any other authority in respect of Porta Cabin under any law.
 17. The letter of acceptance of E-bid will only be issued on receipt of security deposit.
 18. The lessee shall pay to the Chandigarh Housing Board the agreed monthly rent by 10th of the every month. No part payment will be accepted under any circumstances. In case of default or late payment, interest @ 20% shall be charged from the due date to the actual date of payment.

19. The individual electrical and water connections will be obtained by the successful E-bidder of the Porta Cabin, if required at his/her own cost.
20. The lessee will at all time keep and maintain the said Porta Cabin in proper state of cleanliness to the satisfaction of the lessor or his officers and employees duly authorized by him in this behalf.
21. The lessee shall not paste any bill, advertisement, posters, notices, cutting etc. on the walls of the Porta Cabin under any circumstances.
22. The lease will be subject to provisions of Capital of Punjab (Development and Regulations) Act, 1952, as amended from time to time and rules made thereunder from time to time and of Haryana Housing Board Act 1971 and rules/regulations made thereunder.
23. The lessee shall not sublet, assign or part with possession of the said Porta Cabin or any part thereof. The lessee shall not be entitled to execute GPA/SPA in favour of other persons or enter into partnership with anyone.
24. The lessee of the Porta Cabin will be responsible to keep the area clean. In case of insanitation and encroachment by the lessee beyond the permissible area, there will be fine of Rs. 500/- for first time and Rs. 1,000/- for the second time and the third time the lease will be cancelled in case of violations of terms and conditions.
25. The lessor shall have full right, power and authority to do at all times through his officers & officials all acts and things which may be necessary or expedient for the purpose of enforcing compliance with the terms and conditions and reservations contained and to recover from the lessee the cost of doing any such act or thing.
26. The rent shall be remitted to the Chandigarh Housing Board, Chandigarh by means of demand draft payable to the Chandigarh Housing Board, and drawn on any scheduled bank situated at Chandigarh or deposit in any of the branch of HDFC Bank at Chandigarh. The lease shall be terminated on continuous default of non-payment of two months and security deposit shall be forfeited.
27. In the event of non payment of the rent or non use of such premises by the due or extended date not exceeding 60 days or breach or non observance by the lessee of any of the conditions of the lease, it shall be lawful for the lessor to terminate the lease and the lessee will not

entitle to any compensation, whatsoever on account of such termination/cancellation. Provided that on sufficient cause being shown, the lessor may for reasons to be recorded in writing instead of terminating the lease on the ground of default in payment of rent, allow the payment to be made with penalty not exceeding the due amount but not less than Rs. 5,000/- within such period not exceeding three months on the whole as he may deem reasonable. The amount of penalty shall however, be in addition to the payment of interest @ 20% per annum as specified herein before.

28. The lease shall not be transferable during the period of agreement except to the legal heirs of the lessee in case of his/her death.
29. On termination of lease under breach of any of the terms and conditions of the lease: -
 - i). The lessee will deliver the vacant possession of the Porta Cabin in its original state to the lessor, failing which the Porta Cabin shall be got vacated in accordance with law.
 - ii). The amount of security lying with the lessor after adjusting all the dues shall however be refunded to lessee without any interest on the amount of security so deposited.
 - iii). The lessee will submit the "No Dues Certificate" from the concerned department regarding electricity charges, water charges and other tax/rent payable by the lessee against the Porta Cabin. The security will be refunded only after submission of NDC.
30. In the event of any dispute or difference arising out of this lease or in any manner touching this lease and solution of which is not expressly provided in the lease agreement, the same shall be referred to the sole Arbitrator appointed by the Chairman, Chandigarh Housing Board. The award of the Arbitrator shall be final and binding on the parties to the lease.
31. The Chandigarh Housing Board, Chandigarh reserves the right to develop any new services in the area in the public interest at any time during the lease period.
32. In these terms and conditions unless the context otherwise required.

- i. “Lessor”/“Board” means the Chandigarh Housing Board, Chandigarh through Chairman, Chandigarh Housing Board, Chandigarh.
 - ii. “Lessee” means, a person, a firm or a company or institute or statutory body to whom the Porta Cabin is allotted on monthly rental basis.
 - iii. “Rent” means the sum of money payable monthly by the lessee in accordance with the terms and conditions of the lease in respect of the Porta Cabin leased out by the lessor.
 - iv. “Lease” means the allotment containing detailed terms and conditions of allotment of the Porta Cabin on Monthly Rental Basis.
 - v. “Lease deed” means an agreement containing the terms and conditions on which the Porta Cabin has been leased out duly executed between the lessor and lessee.”
33. All the disputes arising out of this lease shall be within Jurisdiction of Court at Chandigarh.
34. Amalgamation & Fragmentation of the Porta Cabins shall not be permitted.

*Accepted Announced
Lessee/Transferee*

*Chairman,
Property Allotment Committee,
Chandigarh Housing Board,
Chandigarh.*

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Detail and Size of porta Cabins for renting out of 07 no's at Maloya-I, Chandigarh on purely monthly basis

Sr.No.	Location	Porta Cabin No's	Size	Auction Start Price in Rs.	Increment Price in Rs.	EMD in Rs.
1	Maloya-I	2	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	38735	500	15000
2	Maloya-I	3	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	38735	500	15000
3	Maloya-I	4	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	38735	500	15000
4	Maloya-I	5	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	38735	500	15000
5	Maloya-I	6	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	38735	500	15000
6	Maloya-I	8	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	38735	500	15000
7	Maloya-I	9	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	38735	500	15000

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ANNEXURE-II

LIST OF TRADES PERMISSIBLE IN THE PORTA CABIN PREMISES AT
MALOYA-I, CHANDIGARH

Display/Sale of:

1. Aerated Water, non-alcoholic beverages.
2. Artwares
3. Bakery products and confectionery goods.
4. Books and Stationery including drawing instruments, rubber stamps, computer software
5. Crockery and Utensils.
6. Domestic Appliances and Gadgets.
7. Electrical Goods/Radios.
8. Furniture
9. General merchandise.
10. Hats, caps, turbans including embroidery
11. Computer equipment, telecom equipment, electronic equipment.
12. Ice, Ice cream, milk products
13. Medicines, surgical, hospital equipment.
14. Ornaments and jewellery.
15. Pan, Biri, Cigarettes and Tobacco.
16. Photo and Mirror frames.
17. Photographic goods.
18. Packaged poultry, fish & meat products.
19. Provisions including toiletries.
20. Readymade garments, fabrics, textiles, hosiery goods.
21. Sports goods, musical instruments.
22. Sewing machine
23. Suitcase, boxes.
24. Seeds, flowers, plants.
25. Shoes and leather goods.
26. Audio visual media including cassettes, CDs, DVDs, Films, Tapes, Records.

Professionals:

27. Architects.
28. Barbers
29. Doctors
30. Photographers
31. Opticians
32. Pen repairers
33. Tailors

34. Watch repairers

35. Computer Service, networking service, business services, software services, Internet services, cyber cafes.

36. Medical Laboratories, Diagnostic Centres.

Professions:

37. Laundry and Dry Cleaners.

Miscellaneous:

38. Fruit & Vegetables.

Other trades:

1. Mobile repair

2. Boutique

3. Beauty Parlour

4. TV/Radio repair

5. Karyana shop/General Store/Convenience Store.

ANNEXURE-III

PART LAYOUT PLAN SHOWING LOCATION OF PORTA CABINS



