

Procedure for e-Tendering for Allotment of Residential Sites/plots on Free-Hold Basis at RGCTP Chandigarh.

The process of allotment of Residential Sites/plots has been commenced by inviting e-tenders. The e-tenders shall be invited separately for each Residential Sites/plots. In order to participate in the process of allotment, the applicant shall have to sign up and get himself/herself registered through the Chandigarh Administration's e-tender portal

i.e. <https://etenders.chd.nic.in> by following the steps listed here under:

1. Sign up Process:

- First, the prospective bidder will have to visit the CHB website www.chbonline.in and click on the [e-tender Website](#) link to initiate the process of e-tendering Registration sign-up. **A valid e-mail id and mobile number are the basic requirements for signing up.**
- The applicant will go through the process of registration by using the unique user id (email id of the user) provided during the e-tendering Registration sign up process and by using his/her own password. For more information/details please visit "[Bidder Registration Process](#)".
- Now the applicant can visit the Chandigarh Administration's website at <https://etenders.chd.nic.in> to proceed with the e-tender for allotment of Residential Sites/plots. The applicant has to login by using the registered user ID and password along with Digital Signature(DSC).
- After successfully login at <https://etenders.chd.nic.in>, the applicant has to click on "Search Active Tenders". Thereafter the applicant shall have to **select the tender for allotment of Residential Sites/plots, at RGCTP Chandigarh.**

2. Submission of EMD:

EMD of Rs. 2.00 crores to be submitted online through e-tendering portal i.e. <https://etenders.chd.nic.in>. **Bidders can submit their bid only after depositing online EMD.** The payments may be deposited by bank to bank transfer using SBI MOPS or RTGS/ NEFT transfer through <https://etenders.chd.nic.in> portal. The amount of EMD shall be adjusted towards the 10% cost of the site, in case of e-bid being successful upon evaluation. The EMD shall be refunded online to the bidders' account in case of all unsuccessful e-bids, provided it is not forfeited.

3. Process for Submission of Bids

For the purpose of placing the bid, the registered bidder shall visit the Chandigarh Administration e-Tender website <https://entenders.chd.nic.in>. The bidder shall log in using his/her user id and password. The bidder shall first select the Residential Sites/plots which he/she intends to bid for and can add it his/her favourite(s). Thereafter, the list of Residential Sites/plots shall be displayed by the system from which he/she can select the Residential Sites/plots for which the bid is to be placed. The details of the Residential Sites/plots etc., shall also be automatically displayed by the system to the applicant/bidder in Bill of Quantity (BOQ). The bidder shall submit his/her bid, in figures, in the specified column and the system shall display the same amount in words for his/her convenience and confirmation. Only that bid amount shall be accepted by the system which is above the reserve price. The bid quoted by the bidder shall be completely safe and secure, as it will be encrypted and hashed, and will not be visible to any other person. The bidder shall be issued an acknowledgment receipt on successful submission of his/ her e-bid, containing the acknowledgment number and date and time of submission of bid.

The bids can be placed only as per the schedule, i.e. after the commencement of the time for placing the bids and up to the last date and time as given in the schedule. No bid shall be accepted, either before the start time or after the closing time that is specified in the schedule for accepting the bids. The bid will be accepted after evaluation of its reasonableness and the requisite EMD paid by the bidder.

4. **BID EVALUATION**

The highest bidder quoting above the reserve price shall be declared the successful bidder. In case there is more than one bid of the same highest amount, the successful bidder shall be determined by a draw of lots, to be conducted by the allotment committee. A transparent jar shall be kept ready for the draw of lots, wherein slips of paper of equal size and colour shall be used. The paper slip shall be drawn by any person from the public present and the result shall be announced on the spot. The successful bids shall be evaluated based on its reasonableness and its acceptance would be subject to approval of the Competent Authority.

DETAILED TERMS & CONDITIONS OF SALE OF RESIDENTIAL SITES/PLOTS ON FREE-HOLD BASIS AT RGCTP CHANDIGARH THROUGH E-TENDER BY CHANDIGARH HOUSING BOARD.

1. MODE OF TENDER & PAYMENT:-

- (a) The Sale of Residential property/site shall be held on Free Hold Basis by way of E- Tender. The E-Tender process is open for all the citizens of India as well as NRIs/PIOs above 18 years of age. The persons already having any property/site (Residential or Commercial) can also participate in the e-Tender. A person may be competent to bid on behalf of another person/partnership firm/company/Hindu Undivided Family (HUF) subject to the condition that in case of e-bid is declared successful, an authorization will be submitted to CHB prior to issuance of allotment letter, failing which the EMD will be forfeited. The allotment will be made in the name of person mentioned in the financial bid (BOQ) for E- Tendering. Here, it may be noted that deletion or replacement of any name is not permitted.
- (b) The E-Tender is being held on “As is where is basis”. The bidders are advised to inspect the site before submission of bid and submission of bid will have an assumption that the site has been visited and the bidders has satisfied himself about the site.
- (c) E-Tender process would be through the website <https://etenders.chd.nic.in>
- (d) The Authorized officer has absolute right to accept or reject any or all the offer(s) or adjourn/postpone/cancel/extend the E-Tender without assigning any reason thereof. The bidders are advised to go through the detailed Terms & Conditions of E-Tender on the web portal of <https://etenders.chd.nic.in> before participating in the e-Tender. Participation in the e-Tender process would be treated as acceptance of the Terms & Conditions. The detailed procedure for e-Tenders and submission of participation fee and EMD, is available on the official website of CHB i.e. www.chbonline.in.
- (e) The interested bidders who require assistance on e-bidding process etc. may contact the Help Desk at Reception Counter, CHB and for any property/site related query may contact **Sh. Baldev Singh, Chief Account Officer**, on phone number: **0172-4601801**, during Office Hours i.e. 10.00 A.M. IST to 5.00 P.M. IST on all working days.
For assistance about e-tender process, the bidders may contact at Mobile No's: -
i) 7889162585(Sh. Mukesh Rawat, Sr. Asstt., CHB)for General assistance
ii) 9463020829 (Sh. Kamal Garg, Sr. Asstt., CHB) for technical assistance:
iii) 7986444535 (Sh. Harpreet, Programmer, CHB) for technical assistance
- (f) The E-Tender would be conducted strictly as per the scheduled date and time mentioned against each property/site and the bidder may improve their bid till closure of the process. The highest bidder at the time of closure of e-Tender process shall be declared as a successful bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by the Competent Authority.
- (g) The respective qualified bidders may avail online training on e-Tender from <https://etenders.chd.nic.in> any time, at his/her convenience. Neither the authorized officer/Bank nor NIC shall be liable for any network or connectivity issues and the interested bidders should ensure that they are technically well-equipped for participating in the E-Tender.
- (h) In case of Bidding at the last moment, 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-Tender.
- (i) The Bidder, if residing outside India, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act and other applicable laws including that of remittance of payment(s) and

obtaining requisite permissions as prescribed by law for acquisition of the site. The CHB will not be responsible or liable for any concealment or violation in this respect by the Bidder.

- (I) The Bidder has to get his/her complete address registered with the CHB at the time of allotment and it shall be his/her responsibility to inform the CHB by registered post about all subsequent changes, if any, in his/her address failing which calls/ notices and letters posted through registered/speed post at the last address registered with the CHB, shall be deemed to have been received by the him at the time when those should have normally reached at such address and he shall be responsible for any default in payment and other consequence that might accrue therefore.
- (j) The Bidder shall undertake to abide by all the laws, rules and regulations or any instructions as may be made applicable to the Floors, storage spaces, car parking spaces, other common areas, facilities and amenities.
- (k) The applicant/successful bidder should not have been debarred by any Court of law/authority from executing any contract with CHB/Govt. department.
- (l) The Chandigarh Housing Board has absolute right to change any or all terms and conditions at any point of time.

2. EARNEST MONEY DEPOSIT (EMD): As indicated against each Plot/Site

The EMD is to be submitted online through e-tendering portal i.e. <https://etenders.chd.nic.in>. The EMD shall be refunded online to the bidder account in case of all unsuccessful e-bids, provided it is not forfeited.

NOTE: In case, where bidding for more than one property/site, the interested bidder has to submit separate EMDs against each property/site that he/she wants to bid for.

3. DEPOSIT AT CLOSE OF THE BID AMOUNT (10%)

The highest bidder will have to deposit **10 % (Ten percent)** of the bid amount (after adjusting EMD) **within 05 working days** of opening of the financial bid. In case, the bidder does not deposit the required amount within the stipulated period then the EMD shall be forfeited and the bidder shall not have any claim to it whatsoever. Further, the bidder will be blacklisted from bidding any property/site of CHB in future. The payment would be made through RTGS/NEFT to the following Account of the Chandigarh Housing Board.

Name & Address of Bank – HDFC Bank Ltd., SCO 46-47, Sector-9 D, Chandigarh.

Bank Account No. 50100159943414 IFSC Code- HDFC0001306.

4. Thereafter, an agreement to sell shall be executed between the CHB, Chandigarh and the Bidder on the pattern of the prescribed in form 'B' of Chandigarh Estate Rules 2007, with a stipulation that in case of default in **making timely payment of the remaining balance of 90% within the stipulated time period, the amount of 10 % paid by the Bidder shall be forfeited and the intending purchaser shall have no claim to any damages.** However, in case the Chandigarh Housing Board, Chandigarh fails to fulfill its obligation to allot the property/site for any reason or in public interest, the Chandigarh Housing Board shall return the amount of 10 % so paid by the Bidder and the intending purchaser shall have no claim to any damages.

5. The **remaining 90 % of the consideration money shall be deposited by the intending purchaser /successful bidder** as per the schedule mention in either of the following two options:

Option-I

Schedule	Payment	Time Period
1 st Installment	15 % of Sale/Bid Price	Within 90 days from the date of opening of the financial bid, without any interest
2 nd Installment	75% of Sale/Bid Price	Within 360 days from the date of opening of the financial bid, without any interest

Note:

- i. The Allottee will have an option to get extension upto 90 days for each of the above payment schedule subject to payment of interest @ 12% per annum on the balance due amount of the particular Installment, for the extended period.
- ii. If the due date for payment happens to be public holiday, the next working day shall be deemed to be the last day for such payment.

Option-II

Schedule	Payment	Time Period
1 st Installment	15 %of Sale/Bid price	Within 90 days from the date of opening of the financial bid, without any interest
2 nd Installment	15% Sale/Bid Price	Within 360 days from the date of opening of the financial bid, without any interest
3 rd Installment	15% Sale/Bid Price	Within 720 days from the date of opening of the financial bid with simple interest @ 12% per annum on the balance payment.
4 th Installment	15% Sale/Bid Price	Within 1080 days from the date of opening of the financial bid with simple interest @ 12% per annum on the balance payment.
5 th Installment	15% Sale/Bid Price	Within 1440 days from the date of opening of the financial bid with simple interest @ 12% per annum on the balance payment.
6 th Installment	15% Sale/Bid Price	Within 1800 days from the date of opening of the financial bid with simple interest @ 12% per annum on the balance payment.

Note:

- i. The Allottee has an option to pay the amount prior to due date and in such event the interest will be computed upto the actual date of payment only.
- ii. The Allottee will have an option to get extension upto 90 days for each of the above payment schedule subject to payment of interest for the extended period, as follows:
 - a) In case of delay in payment of 1st and 2nd Installment, interest @ 12% per annum on the balance due amount of the particular Installment.
 - b) In case of delay in payment of remaining Installments (3rd, 4th, 5th and 6th), interest @ 15% per annum on the balance due amount of the particular Installment.
- iii. If the due date for payment happens to be public holiday, the next working day shall be deemed to be the last day for such payment.

6. The allottee may exercise either of the Option for payment within 360 days of from the date of opening of the financial bid. Option once exercised shall be final and binding upon the allottee and it cannot be changed at later stage.

In case of non-payment as per either of the option exercised, the allotment shall be deemed to have been cancelled and 25% of the bid amount or total payment made, whichever is lesser, shall be forfeited and the intending purchaser shall have no claim to any damages.

7. Upon the **receipt of 25 % consideration** money, the Chandigarh Housing Board shall issue Allotment letter to the intending Purchaser giving the Terms & Conditions of allotment. Thereafter, the encumbrance free possession of the Property/site shall be given to the bidder.

8. As per provisions contained under Section 194-1 A of Income Tax Act, 1961, 1% TDS as Income tax is livable on the total consideration for transfer of immovable property/site costing above Rs.50.00 Lac. In case the total consideration for transfer

of immovable property/site is more than Rs.50.00 Lac, it is the responsibility of the purchaser to deduct 1% amount out of the total consideration and deposit the same with Income Tax Department after mentioning his/her PAN/TAN and PAN OF Chandigarh Housing Board (PAN NO. AAALC0132H) and he will submit the photocopy of receipted online challan in respect of the TDS so deposited and the balance amount payable to Chandigarh Housing Board would be total consideration minus 1% of TDS. The purchaser shall bear the applicable stamp duty/additional stamp duty/transportation charges/fees etc. and also all the statutory and non-statutory dues, taxes, rates, assessment charges, fees etc. owing to anybody. Any Govt. tax/Levy present as well as future shall be borne by the bidder/participant. TA @ 1% will be deposited as per detail given below: -

Name of the Seller: - Chandigarh Housing Board

**Address of the seller:-8 Jan Marg, Sector 9-D,
Chandigarh.**

PAN No. Of the Seller:-AAALC0132H

Mobile No.: -9780485512

9. The sale of residential sites shall be governed by the provisions of The Haryana Housing Board Act, 1971 (as extended to U.T. Chandigarh), The Chandigarh Housing Board (Allotment, Management and Sale of Tenements) Regulations, 1979, and The Capital of Punjab (Development and Regulation) Act 1952, as amended from time to time and the rules made there under from time to time.

10. The Chairperson, Chandigarh Housing Board may withdraw any Property/site that may have been put up for E-Tender and he/she may accept or reject the highest bid without assigning any reason and decision of the Chandigarh Housing Board in this regard shall be final.

11. The allottee shall sign and execute all papers, agreements and documents etc. relating to the site allotted which may be required to be executed and signed at any time by the Board within one month from the date of issue of notice to this effect or within the extended time hereinafter mentioned failing which the allotment shall be liable to be cancelled and the allottee shall be liable to be evicted from the site following the procedure under Rules as framed under Chapter VI of the Haryana Housing Board Act, 1971, (as extended to Union Territory of Chandigarh). However, the Chairman or any other officer authorized by the Board may extend the referred period of one month from time to time to four months in aggregate from the date of issue of notice on receipt of written request to this effect.

12. The plot/site shall be handed over on 'As is Where is basis' and the Board shall not entertain any claim on this account or any complaints, whatsoever, regarding the conditions of plot etc.

13. The plot shall not be used for any purpose other than that of prescribed. The allottee shall not be entitled to divide the plot or amalgamate it with any other plot or to make any additions/alteration without the prior written permission of CHB/Chandigarh Administration.

14. On being delivered the possession as per the condition the allottee shall complete the building in accordance with the Chandigarh Building Rules (Urban) 2017, within five years from the date of delivery of the possession. Provided that if the delay in completing the construction of the building is for the reasons which are beyond the control of the allottee such as delay in delivery of possession or any dispute with regard to the status of the site with the CHB/CHD Administration, the period of construction as mentioned above shall be computed from the date of actual delivery of physical possession or the decision of the CHB/CHD Administration with regard to the status of the site, as the case may be.

The allottee who cannot complete the building within the aforesaid time limit may be given another opportunity (beyond the said period of five years) to complete the building in the period upto 10 years (i.e. five years beyond the aforesaid time limit of 5 years) on payment of penalty of 10% of the total consideration money of the site per year (beyond original 5 years' period).

No further time whatsoever shall be granted for the purpose and in case the construction of the building is not completed within the aforesaid period, the CHB may initiate proceedings under Section 8-A of the Capital of Punjab (Development and Regulation) Act 1952, as amended from time to time and the rules made there under from time to time and the allottee shall have no claim to any damages

15. In the event of allotment/conveyance deed of site being cancelled, the allottee/transferee shall remove the fixtures/structure at his own expense within such reasonable time, not exceeding three months, as may be prescribed by the Chandigarh Housing Board, and restore possession of the property/site in the condition in which he took the same at the commencement of the allotment. If the allottee/transferee fails to remove the structure within the period mentioned above, the Chandigarh Housing Board shall be competent to remove the same and recover the expenses incurred in doing so from the person whose allotment had been cancelled or E-Tender the site along with the structure/fixtures and after deduction of all the expenditure incurred/required to be incurred, refund the balance to the transferee. The Chandigarh Housing Board shall determine the market value and decision shall, subject to a right of appeal, be final and binding.

Provided further that in case of failure of the CHB to give possession of the allotted property/site for reasons beyond its control, the CHB may offer alternative site of equivalent measurement to the allottee. However, if the allottee/bidder does not accept the same, the total amount of consideration amount so deposited by the allottee/bidder shall be refunded without any interest.

16. If the information furnished by the bidder/allottee is found to be incorrect/false, the Chandigarh Housing Board shall cancel the allotment of property/site, and shall have the right to forfeit the entire amount paid, in addition to the penal consequences under the law.

No order regarding cancellation of allotment/forfeiture under this rule shall be made unless the bidder/transferee has been given a reasonable opportunity of being heard.

17. The allottee shall be liable to pay all such fee or taxes, property/site tax & Goods & Services tax etc., as may be levied by the Chandigarh Admn. and Municipal Corporation or by any Govt. in respect of property/site under any law.

18. The basic sale price/consideration price shall not include Goods & Services taxes, or other taxes, levies and/or charges present as well as future along with any enhancement imposed or levied by the Govt. or any Competent Authority. The basic sale price/consideration price shall also exclude any interest levied on such tax (es)/duty (ies) or all other dues amounts payable by the allottee. All such taxes, levies and/or charges shall be payable by the allottee in addition to the basic sale price.

19. Open spaces included in the residential area shall be maintained by the owner to the entire satisfaction of the Chandigarh Housing Board/ Chd. Admn.

20. The allottee shall maintain the property/site in safe and hygienic condition.

21. If the allotment is made jointly in the name of more than one person, the liability to pay the premium as well as any other dues and any penalty imposed as per the Laws, shall be jointly and severally.
22. The auction purchaser shall undertake to abide by all the laws, rules and regulations or any law as may be made applicable to the Floors, storage spaces, car parking spaces, other common areas facilities and amenities.
23. The CHB/Chandigarh Administration shall be entitled at all convenient times to enter and inspect the property/site with a view to ensuring that no provision of the Act or the rules made there under including the 2007 Rules, is being violated. CHB/Chandigarh Administration may authorize any person subordinate to him to carry out the aforesaid inspection.
24. The successful e-bidder/owner of plot would have to obtain all type of approvals which means any and all permissions (including permission for cutting of trees etc.) clearances (including environment clearance, wild life clearance, clearance from Pollution Authorities etc.), authorizations, consents, sanctions and no-objection letters for and in respect of the Project from any Government Authority etc.) or departmental authority including but not limited to, the approvals of the Deptt. Of Urban Planning, Chandigarh Administration, CHB. Foreign Investment Promotion Board, Secretariat for Industrial Assistance, Reserve Bank of India checked and authority, as may be applicable from time to time.
25. The successful e-bidder shall be responsible for making arrangements for drainage (sewer/storm water) as per bye laws.
26. In case any variation in actual area is found in respect of residential/commercial plot, the bid price would be decreased/increased on pro-rata basis and the successful auctioneer/owner will have to pay the same.
27. Chandigarh Housing Board may in his discretion prescribe such further conditions of allotment as may be consistent with the provisions of the Act as amended from time to time, in the letter of Allotment and conveyance deed either generally or under any particular scheme.
28. Unless a Conveyance Deed is executed and registered, the CHB shall for all intents and purposes continue to be the owner of the property/site (the land and the construction thereon) and the Allotment shall not give any right or title or interest therein to the Bidder, except that all Taxes and levies shall be paid by him as stated hereinbefore.
29. The property/site can be further sold, alienated, transferred etc. after the execution of Conveyance Deed with the CHB, as per law and as per the transfer policies of CHB applicable to Freehold properties. There shall be no restriction on the transfer of the site purchased by way of Tender on Freehold basis.
30. The transferee shall bear and pay all expenses in respect of execution of Conveyance deed including the stamp duty and registration fee payable in accordance with law for the time being in force.
31. Other terms and conditions regarding the use and maintenance of the residential property/site shall be governed by the Standard Design conditions/building rules /bye-laws.
32. All other terms and conditions, given in the Allotment letter, shall also be applicable
33. All disputes concerning in any way with the bid will be subject to the Jurisdiction of Chandigarh.

Chief Accounts Officer
Chandigarh Housing Board Chandigarh

List of Residential Plots/Sites offered for e-tender on Freehold Basis by CHB

No. of plot/site	Sector & Category	Area(in Acre)	Reserve price	EMD (Rs.)
Plot No.12	IT, Habitat Rajiv Gandhi Chandigarh Technology Park	4.95 Acre	169 crores	1.5 crores