

PROCEDURE FOR RENTING OUT PORTA CABINS AT MALOYA-I, CHANDIGARH ON PURELY MONTHLY RENTAL BASIS.

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 05 years with increase @ 10% per year (on previous year rent). The tenant will require to execute the lease deed. The Reserved monthly rent for each Booth is Rs. 20,000/- per month (GST extra as applicable). The Successful E-bidder shall deposit the rent quoted in the E-bid alongwith Goods and Services Tax as applicable. The detail of size of porta cabin & no. of each porta cabin etc. is mentioned as per **Annexure-I** (attached).

The process for renting out 05 porta cabins at Maloya-1, Chandigarh, on purely monthly rental basis has been commenced by inviting e-tenders. The e-tenders shall be invited separately for each porta cabin. 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 Built-up Commercial Property. 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 renting out 05 no's porta cabins at Maloya-I, Chandigarh.**

2. SUBMISSION OF EMD:

EMD to be submitted online through e-tendering portal i.e. <https://etenders.chd.nic.in>. <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 **Rs.15000/-** shall be adjusted, 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 Built-up Commercial Property which he/she intends to bid for and can add it his/her favourite(s). Thereafter, the list of RENTING OUT 05 No's PORTA CABINS shall be displayed by the system from which he/she can select the RENTING OUT 05 No's PORTA CABINS for which the bid is to be placed. The details of the RENTING OUT 05 No's PORTA CABINS 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 (monthly rent). 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 opening 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.

5. ASSISTANCE:

The interested bidders who require assistance on e-bidding process etc. may contact the Help Desk at Reception Counter, CHB and for any property related query may contact Sh. Bharat Pal, Sr. Asstt. on phone number: 0172-2511135, during Office Hours i.e. 10.00 A.M. IST to 5.00 P.M. IST on all working days.

For assistance, bidders may contact:-

1) For Technical assistance, (Sh. Harpreet Singh, Programmer, CHB, Mob: No. 7986444535)

2) For General assistance, (Sh. Satpreet Singh, Sr. Asstt., CHB, Mob: No. 9592691220)

6) EARNEST MONEY DEPOSIT (EMD) Rs. 15,000/-:

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 unit, the interested bidder has to submit separate EMDs against each property that he/she wants to bid for.

DETAILED GENERAL TERMS & CONDITIONS FOR RENTING OUT 05 No's PORTA CABINS AT MALOYA-I, CHANDIGARH ON PURELY MONTHLY RENTAL BASIS.

- I. The Renting out of Porta Cabins shall be held on monthly rental 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 Porta Cabin 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 authorisation 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 on the financial bid (BOQ) for E-Tendering. However inclusion of family member may be allowed prior to issuance of Allotment letter. Here, it may be noted that deletion or replacement of any name is not permitted.
- II. The E-Tender is being held on "As is where is basis". E-Tender process would be through the website <https://etenders.chd.nic.in>
- III. 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.
- IV. The E-Tender would be conducted strictly as per the scheduled date and time mentioned against each unit 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.
- V. 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.

- VI. 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.
- VII. 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 unit. The CHB will not be responsible or liable for any concealment or violation in this respect by the Bidder.
- VIII. 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.
- IX. The Bidder shall undertake to abide by all the laws, rules and regulations or any instructions of Chandigarh Housing Board/Chandigarh Administration as may be made applicable.
- X. The applicant/successful bidder should not have been debarred by any Court of law/authority from executing any contract with CHB/Govt. department.
- XI. The Chandigarh Housing Board has absolute right to change any or all terms and conditions at any point of time.
- XII. The bid will be accepted in multiples of Rs. 500/-. In no case bid less than the reserve price shall be accepted.
- XIII. 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.
- XIV. 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, UT, 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.

- XV. 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-Tender and to accept or reject the highest E-bid without assigning any reason.
- XVI. Successful E-bidder shall deposit an amount equal to three months rent quoted in E-bid as security within 10 days from the date of opening of E-Tender. The EMD of Unsuccessful e-bidder shall be refunded (without interest) after finalization of E-Tender process.
- XVII. The Chandigarh Housing Board reserves the right to terminate the rent agreement at any time after handing over the possession of the said Porta Cabin by serving upon the tenant a notice to the effect and the tenant shall be able to hand over the vacant possession of the Porta Cabin by date as stipulated in the notice.
- XVIII. 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 behalf of others.
- XIX. 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-tenant or joint tenant 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.
- XX. After depositing the amount of security, the Chandigarh Housing Board shall execute the rent 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 tenant 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.
- XXI. 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.
- XXII. 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**.

- XXIII. The tenant 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.
- XXIV. The letter of acceptance of E-bid will only be issued on receipt of security deposit.
- XXV. The tenant 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.
- XXVI. 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.
- XXVII. The tenant will at all time keep and maintain the said Porta Cabin in proper state of cleanliness to the satisfaction of the Chandigarh Housing Board or his officers and employees duly authorized by him in this behalf.
- XXVIII. The tenant shall not paste any bill, advertisement, posters, notices, cutting etc. on the walls of the Porta Cabin under any circumstances.
- XXIX. 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.
- XXX. The tenant shall not sublet, assign or part with possession of the said Porta Cabin or any part thereof. The tenant shall not be entitled to execute GPA/SPA in favour of other persons or enter into partnership with anyone.
- XXXI. The tenant of the Porta Cabin will be responsible to keep the area clean. In case of insanitation and encroachment by the tenant 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.
- XXXII. The Chandigarh Housing Board 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 tenant the cost of doing any such act or thing.
- XXXIII. 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.
- XXXIV. 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 tenant of any of the conditions of the lease/Licence, it shall be lawful for the Chandigarh Housing Board to terminate the lease/Licence and the tenant will not entitle to any

compensation, whatsoever on account of such termination/cancellation. Provided that on sufficient cause being shown, the Chandigarh Housing Board may for reasons to be recorded in writing instead of terminating the lease/Licence 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.

XXXV. The lease/Licence shall not be transferable during the period of agreement except to the legal heirs of the tenant in case of his/her death.

XXXVI. On termination of lease/Licence under breach of any of the terms and conditions of the lease/Licence: -

- i). The tenant will deliver the vacant possession of the Porta Cabin in its original state to the Chandigarh Housing Board, failing which the Porta Cabin shall be got vacated in accordance with law.
- ii). The amount of security lying with the Chandigarh Housing Board after adjusting all the dues shall however be refunded to tenant without any interest on the amount of security, so deposited.
- iii). The tenant will submit the "No Dues Certificate" from the concerned department regarding electricity charges, water charges and other tax/rent payable by the tenant against the Porta Cabin. The security will be refunded only after submission of NDC.

XXXVII. In the event of any dispute or difference arising out of this lease/ Licence or in any manner touching this lease/Licence and solution of which is not expressly provided in the lease/Licence 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/Licence.

XXXVIII. 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/Licence period.

XXXIX. In these terms and conditions unless the context otherwise required.

- i. "Lessor/Licencee" /"Board" means the Chandigarh Housing Board, Chandigarh through Chairman, Chandigarh Housing Board, Chandigarh.
- ii. "Tenant" 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 tenant in accordance with the terms and conditions of the lease/Licence in respect of the Porta Cabin Rented out by the Chandigarh Housing Board.
- iv. "Lease/Licence" means the allotment containing detailed terms and conditions of allotment of the Porta Cabin on Monthly Rental Basis.

- v. "Licence deed" means an agreement containing the terms and conditions on which the Porta Cabin has been Rented out duly executed between the Chandigarh Housing Board and tenant."
- XL. All the disputes arising out of this lease shall be within Jurisdiction of Court at Chandigarh. Amalgamation & Fragmentation of the Porta Cabins shall not be permitted.
- XLI. Other terms and conditions regarding the use and maintenance of this Property shall be governed by the Standard Design conditions etc.
- XLII. All other terms and conditions, given in the Allotment letter, shall also be applicable. All disputes concerning in any way with the bid will be subject to the Jurisdiction of Chandigarh.

Chief Accounts Officer
Chandigarh Housing Board
Chandigarh

ANNEXURE -I

CHANDIGARH HOUSING BOARD, CHANDIGARH					
Detail and Size of 05 no's porta Cabins to be rented out at Maloya-I, Chandigarh on purely monthly Rental basis.					
Sr. No.	Location	Porta Cabin No's	Size	Reserve Price in Rs.	EMD in Rs.
1	Maloya-I	2	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	20000	15000
2	Maloya-I	3	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	20000	15000
3	Maloya-I	5	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	20000	15000
4	Maloya-I	6	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	20000	15000
5	Maloya-I	9	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	20000	15000

CHANDIGARH HOUSING BOARD

CHANDIGARH

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

Display/Sale of:

1. Aerated Water, non-alcoholic beverages.
2. Art wares
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 locations of Porta Cabins

