

PROCEDURE FOR RENTING OUT 07 No's PORTA CABINS AT MALOYA-I, CHANDIGARH ON PURELY MONTHLY RENTAL BASIS.

The Porta Cabin size 3.5 mtrs. X 5.0 mtrs X 3.0 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 Porta Cabin is Rs. 52990/- 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 07 porta cabins at Maloya-1, Chandigarh, on purely monthly rental basis has been commenced by inviting E-Bids on GeM Portal. The E-Bids shall be invited separately for each porta cabin. In order to submit e-bids, every prospective bidder is required to get himself/herself registered at GeM Portal.

DETAILED GENERAL TERMS & CONDITIONS FOR RENTING OUT 07 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-Bid on GeM Portal. The E-Bid 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-Bid. 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 (highest bidder) for E-bidding. However inclusion of family member may be allowed prior to issuance of Allotment letter. Thereafter, it may be noted that deletion or replacement of any name is not permitted.
- II. The E- Bid is being held on "As is where is basis". E- Bid process would be through the website <https://gem.gov.in>
- III. **EARNEST MONEY DEPOSIT (EMD) :-** It is the responsibility of the bidder to pay the EMD online of Rs 63588/- for each porta cabin through GeM Portal only(adjustable to Security deposit in case of successful bidder). GeM Portal will allow bidders to participate in the auction only when EMD has been paid through GeM Portal

successfully. EMD should not be paid to Chandigarh Housing Board directly otherwise it will not be refunded. The GeM Portal that has kept the EMD in escrow account on behalf of CHB will transfer the EMD of Successful bidder to CHB on acceptance of highest bid. The GeM Portal will refund the EMD to unsuccessful bidder directly from the escrow account.

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

IV. INSPECTION (Porta Cabins on monthly rental basis)

Sr. No.	Units	No. of Units	Days for inspections (10.00 AM to 05.00 PM)
1.	Porta Cabins on monthly rental basis (Annexure 'A')	07	Every Saturday

- V. The Authorized officer has absolute right to accept or reject any or all the offer(s) or adjourn/postpone/cancel/extend the E-Bid without assigning any reason thereof. The bidders are advised to go through the detailed Terms & Conditions of E- Bid on the web portal of <https://gem.gov.in> and www.Chblonline.in before participating in the e- Bid. **Participation in the e- Bid process would be treated as acceptance of the Terms & Conditions.** Further, steps to participate in the E-Bid on GeM Portal kindly visit the website i.e. https://gem.gov.in/training/training_module (Click on Forward Auction and select Buyer/Bidder in the middle of the web page).
- VI. The E-Bid would be conducted strictly as per the scheduled date and time mentioned against each unit till **closure (with unlimited extensions with an increase of at least Rs. 500/- very time)**. The highest bidder at the time of closure of E-Bid 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.
- VII. The respective qualified bidders may avail online training on E-Bid from <https://gem.gov.in> any time, at his/her convenience. Neither the authorized officer/Bank nor GeM authority 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-Bid.

VIII. 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, Clerk, 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 at Mobile No's: -

For general assistance:-

8010978115 Sh. Vishal Goyal, (Clerk), CHB.

For technical assistance:-

8728065218 Sh. Pawan Kumar, (D.E.O), Computer Branch, CHB.

- IX. 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-Bid till final closure.
- X. 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.
- XI. 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.
- XII. 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.
- XIII. The applicant/successful bidder should not have been debarred by any Court of law/authority from executing any contract with CHB/Govt. department.
- XIV. The Chandigarh Housing Board has absolute right to change any or all terms and conditions at any point of time.
- XV. 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.

XVI. The payments (other than EMD) 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.

XVII. 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-Bid and to accept or reject the highest E-bid without assigning any reason.

XVIII. Successful E-bidder shall deposit the remaining amount of bid amount (after excluding EMD amount) and an amount equal to three months rent quoted in E-bid as security within 10 days from the date of intimation of successful bidder. The GeM Portal will refund the EMD to unsuccessful bidder directly from the escrow account.

XIX. 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.

XX. 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.

XXI. 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.

- XXII. 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.
- XXIII. 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.
- XXIV. 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**.
- XXV. 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 from time to time.
- XXVI. The allotment and possession letter of Porta Cabin will only be issued on receipt of security deposit and remaining bid amount.
- XXVII. 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% per annum shall be charged from the due date to the actual date of payment.**
- XXVIII. 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.
- XXIX. 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.

- XXX. The tenant shall not paste any bill, advertisement, posters, notices, cutting etc. on the walls of the Porta Cabin under any circumstances.
- XXXI. 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.
- XXXII. 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.
- XXXIII. 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.
- XXXIV. 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.
- XXXV. The rent shall be remitted to the Chandigarh Housing Board, Chandigarh either 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 or pay online. The lease shall be terminated on continuous default of non-payment of two months and security deposit shall be forfeited.
- XXXVI. 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.

XXXVII. 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.

XXXVIII. 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.

XXXIX. 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.

XL. 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.

XLI. 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."
- XLII. 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.
- XLIII. Other terms and conditions regarding the use and maintenance of this Property shall be governed by the Standard Design conditions etc.
- XLIV. 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 06 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)	52990	63588
2	Maloya-I	3	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	52990	63588
3	Maloya-I	4	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	52990	63588
4	Maloya-I	5	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	52990	63588
5	Maloya-I	6	188.37 Sq Feet	52990	63588
6	Maloya-I	8	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	52990	63588
7	Maloya-I	9	188.37 Sq Feet (3.5 mtrs X 5.0 mtrs)	52990	63588

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.

Part Layout Plan showing locations of Porta Cabins

