

**GENERAL TERMS AND CONDITIONS FOR SALE OF NURSING HOME SITE  
ON FREE HOLD BASIS THROUGH E-TENDER BY ESTATE OFFICE, U.T.,  
CHANDIGARH.**

**NURSING HOME SITE:-**

**I. MODE OF TENDER & PAYMENT :-**

- (a) Sale of Nursing Home site will be by way of e-Tender.
- (b) Bidders may avail help from the Help Desk No.0172-5046634 set up at Estate Office, UT, Chandigarh. Bidders may also get help in getting digital signatures from the Help Desk set up at the Estate Office during office hours i.e. 10:00 AM IST to 05:00 PM IST on all working days.
- (c) For technical assistance, bidders may contact at Mobile No. 9888736316.
- (d) List of Nursing Home Site alongwith Reserve Price and EMD....**Annexure 'A'**. 5% extra will be charged for corner or park facing plot.
- (e) In no case bid less than the reserve price shall be accepted.
- (f) 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 Committee constituted for e-Tendering process. 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.
- (g) Once the bid is placed, the highest bidder shall not be permitted to withdraw or surrender his/her bid on any ground, and in case he/she does so the EMD deposited by him/her shall stand forfeited in full.
- (h) The Estate officer, UT, Chandigarh 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 e-bidders are advised to go through the detailed terms and conditions of e-Tender on the web portal <https://etenders.chd.nic.in> before submitting their participation/registration fee, EMD, bid amount and taking part in e-Tender process. Participation in the e-Tender process would be treated as acceptance of the Terms & Conditions. The intending e-bidder should register their name(s) at <https://etenders.chd.nic.in>. E-Tender without digital signatures will not be accepted by the e-Tender portal.
- (i) Earnest Money Deposit: - The EMD is to be submitted in advance online through e-Tendering portal i.e. <https://etenders.chd.nic.in>.
- (j) The e-Tender would be conducted strictly as per the scheduled date and time 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.

- (k) The respective qualified bidders may avail online training on e-Tender from <https://etenders.chd.nic.in> any time, at his/her residence convenience. Neither the authorized officer/Bank or 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.
- (l) 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 process.

**NOTE:-**The following documents must be uploaded on the web portal <https://etenders.chd.nic.in> well before the last date of submission of documents:-

1. **PAN Card (mandatory for Indian Residents,) PAN/Passport alongwith OIC/PIO Card for Non Resident Indians as per RBI guidelines must be uploaded.**
2. **Authorisation and declaration mentioning name and share of persons (in case more than one) in whose name allotment letter is required to be issued, must be uploaded.....Annexure 'B'.**
3. **Signed copies of terms and conditions of e-Tender. In case, share is for more than one person, the terms and conditions are required to be signed by each person. Bidders are also required to sign each and every page of the terms and conditions.**
4. **Bidders will also upload relevant documents in support of Additional Terms & Condition of Nursing Home sites as mentioned at page No. 9 i.e. MBBS Degree and three years experience in the Medical Profession.**

- (m) As per provisions contained under Section 194 of Income Tax Act, 1961, TDS as Income Tax will be applicable as the case may be, on the total consideration money for transfer of immovable property mentioning his/her TAN and PAN concerned authority. 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 e-bidder/participant.
- (n) For any query bidders can contact at the help desk on any working day between 10:00 A.M. IST to 4:00 P.M. IST, except Saturday, Sunday and other gazetted holidays.

## **II. CLASSIFICATIONS OF PROPERTIES:-**

The properties to be put to e-Tender have been classified into following types for the purpose of this tender:-

- Nursing Home Site 01 no.

### III. **EARNEST MONEY DEPOSIT (EMD)**

The interested bidder will have to deposit refundable/adjustable EMD which shall be paid in advance online through e-Tendering portal i.e. <https://etenders.chd.nic.in>. The EMD shall be as under:-

Sr. No	Type of property	EMD(Rupees)
1	Nursing Home Site	Rs. Two lacs or 2% (two percent) of the total reserve price whichever is higher

**NOTE:**

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

EMD shall be refunded online (without interest) to the bidder's account in case of all unsuccessful e-bids, provided it is not forfeited.

### IV. **DEPOSIT ON CLOSE OF BID/TENDER-(25%)**

(a) **Bid Contract/Tender shall be finalized subject to the orders of Hon'ble Punjab & Haryana High Court, Chandigarh in CWP No. 2811 of 2023 titled as M/s Bedi Hospital Versus Chandigarh Administration & Anr. which is pending adjudication.**

(b) The successful bidder will be required to pay:-

Sr. No.	Type of property	Amount on Close of Bid on acceptance of the Highest Bid (Rupees)
1.	Nursing Home Site	Highest bidder will have to deposit 25% (Twenty five percent) of the bid amount accepted (after adjusting EMD) online through NEFT/RTGS, <b><u>only on the approval of Hon'ble High Court in ongoing litigation.</u></b> The payment would be made through RTGS/NEFT to the following Account of Estate Officer, U.T., Chandigarh: -  -Name of Bank - State Bank of India -Bank Account No.- 30743528283 -IFSC code -SBIN0008719.

**Note :** **i) Bid Contract will be awarded by the Estate Officer after close of bid/tender, due communication of which shall be sent via e-mail to the approved bidder, after due approval of Hon'ble High Court in ongoing litigation.**

(c) In case, the bidder does not deposit the required amount within the period stipulated in the Bid Contract, the EMD so deposited, shall be forfeited and the bidder shall not have any claim to it whatsoever.

(d) An agreement to sell shall be executed between the Estate Officer, U.T., Chandigarh and the bidder in the prescribed Form 'B', within seven days of the award of the bid contract.

### V. **PAYMENT OF BALANCE AMOUNT(75%):**

Sr. No	Type of property	Balance amount(Rupees)
1	Nursing Home Site	75% (Seventy five percent) of the bid amount accepted will be payable <b><u>within 90 days of the acceptance of bid after due approval of Hon'ble High Court in ongoing litigation.</u></b>

**VI. OTHER TERMS AND CONDITIONS:-**

1. After depositing the 25% of the bid money by the approved bidder, an agreement to sell shall be executed between the Estate Officer, U.T., Chandigarh (to be signed by Assistant Estate officer on behalf of Estate Officer) and the bidder in the prescribed Form 'B' as the case may be with the stipulation that in case of default in making timely payment of the remaining balance of 75% within the stipulated period, the amount deposited by the bidder shall be forfeited which in no case shall exceed 10% of the total amount of the consideration money, interest and other dues payable in respect of the site, building or both. However in case the Chandigarh Administration fails to fulfil its obligation to allot the property for any reason or in public interest, the Administration shall return the amount of 25% paid by the successful/approved bidder and the approved bidder/ intending purchaser shall have no claim to any damages.
2. The remaining 75% of the consideration money shall be deposited by the approved bidder/intending purchaser in lump sum within 90 days **of acceptance of the bid after due approval of Hon'ble High Court in ongoing litigation** by way of the prescribed mode of payment failing which the offer of allotment shall be deemed to have been cancelled and the payment of 25% so made shall be forfeited which in no case shall exceed 10% of the total amount consideration money, interest and dues payable in respect of site or building or both and the intending applicant/bidder shall have no claim to any damages.
3. If the last day happens to be a public holiday, the next working day shall be deemed to be the last day for making such payments.
4. Upon the receipt of full consideration money, the Estate officer shall issue allotment letter to the approved bidder/ intending purchaser giving the terms and conditions of the allotment and calling upon him to execute conveyance deed in Form 'C'. These documents shall be issued/executed by the Estate Office and the purchaser, within a period of 30 days from the date of issue of the allotment letter. The allottee shall bear all the expenses occurring for the registration and stamp duty etc.
5. The Estate Officer may withdraw any site that may have been put up for e-Tender and he may accept or reject the highest bid without assigning any reason and the decision of the Estate Officer in this regard shall be final.
6. A person may be competent to bid on behalf of another person/partnership firm/company/Hindu Joint family, if he satisfies the Tendering officer with the proper authorization to do so by uploading the authorization letter along with other documents before the start of the tender/bid and within the specified period.

7. The encumbrance free possession of the site shall be given to the allottee within 7 working days of the execution of the conveyance deed and it shall be incumbent upon the allottee to take the physical possession of the site within 7 days of the offer of possession.

8. In case of failure of the Estate Officer to give possession of the allotted site due to the reasons beyond his control, the Chief Administrator may offer alternative site of equivalent measurement to the allottee. However, if the allottee does not accept the same, the total amount of consideration money so deposited by the allottee shall be refunded without any interest.

9. That the allottee shall abide by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952, Chandigarh Building Rules (Urban) 2017 and the Chandigarh Estate Rules, 2007, as amended from time to time.

10. **Transfer of site by the allottee:-**

- (a) There shall be no restriction on the transfer of site sold by way of e-Tender on freehold basis. However the same shall not be allowed to be transferred without the prior permission of the Estate Officer. Such permission shall not be given until the allottee has paid full consideration of money and other dues chargeable under these Rules unless in the opinion of the Estate Officer exceptional circumstances exists for the grant of such permission.
- (b) On being delivered the possession, the allottee shall complete the building in accordance with the Chandigarh Building Rules (Urban) 2017 and Chandigarh Estate Rules, 2007, as amended from time to time, within three years from the date of delivery of the possession.
- (c) In case of 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 the existence of any encumbrance or any dispute with regard to the status of the site with the Administration., the period of construction as mentioned above shall be computed from the date of actual delivery of physical possession or the date of removal of encumbrance or the decision of the Administration with regard to the status of the site, as the case may be.
- (d) The allottee who cannot complete the building within the aforesaid time limit may be given another opportunity (beyond the said period of three years) to complete the building in the next twelve years on the payment of penalty at the rates as notified by the Chandigarh Administration from time to time.

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 Estate Officer may initiate proceedings under Section 8-A of the Punjab Capital (Development & Regulation) Act, 1952 and the allottee shall have no claim to any damages.

- (e) The allottee/transferee shall not use the site or buildings for the purpose other than that for which it has been allotted.
- (f) The period of 90 days for payment of balance 75% of the consideration money, shall be considered from the date of Bid Contract.

11. **Procedure in case of misuse/building violations and/or misuse of site/building.**

In case of misuse and/or building violation(s) of site is reported or comes to the notice of the Estate Officer, then, without prejudice to any action taken under Section 8-A of the Act, a notice of period not less than 15 days shall be serve on the allottee (s) and the occupier (s) requiring that the allottee(s) and the occupier(s) shall within a period of two months, remove the said misuse and/or building violation(s) and pay the penalty at the rates as notified by the Chandigarh Administration from the time to time for the area under misuse and/or building violation(s) which shall be paid jointly and severally by the allottee and the occupier of the site or building for every month or part thereof the violation(s) and/or misuse occurs.

“If after the expiry of two months of the notice, the Estate Officer, after having afforded an opportunity of being heard to the allottee and the occupier, is satisfied that the building violation(s) exist(s) and/or misuse continues, the Estate officer may seal the whole/part of the building/site to prevent the continuance of further misuse/building violation(s) till such time the same is /are removed by the Estate Officer himself at the cost of the allottee and/or the occupier and shall further proceed under Section 8-A of the Act referred above.”

**Note:- Intending purchaser may refer carefully to Rule 10 of the Estate Rules 2007 which envisage the procedure for attributing the liability to levy misuse charges upon owner/occupier.**

12. **Breach of terms and conditions of allotment:-**

Notwithstanding anything mentioned above, the Estate officer may, by notice in writing resume the site and forfeit whole or part of the

money, if any, paid in respect thereof which in no case shall exceed 10% of the consideration money, interest and other dues payable in respect of the site or building or both, on ground of default or breach or non-compliance of any terms and conditions of allotment or for furnishing in writing incorrect information.

**NOTE:-Intending purchaser may refer carefully to Rule 14 of the Estate Rules 2007.**

13. **GENERAL CONDITION OF ALLOTMENT:-**

- (a) Allotment may be jointly taken by more than one person. The liability to pay the premium and any penalty imposed under these rules shall be jointly and severally.
- (b) The allottee shall be liable to pay any or all such fee(s) or taxes as may be levied by the Central Government, Chandigarh Administration or Municipal Corporation, Chandigarh in respect of site or buildings or both under any law.
- (c) The allotment shall be governed by the provisions for the Capital of Punjab (Development and Regulation) Act, 1952, Chandigarh Building Rules (Urban) 2017 and the Chandigarh Estate Rules, 2007, as amended from time to time.
- (d) The Allottee shall not be allowed to place empty packing cases, baskets, or junk or any other material on the roof of the building or in the open site around it.
- (e) The covered passage (verandah) in front of or on the sides of the building shall not be encroached upon or used for any purpose other than as a public passage.
- (f) The right of displaying advertisement on and the use of end walls of the end site and the benefits derived therefrom shall vest in the Administration.
- (g) The allottee shall maintain the site/building in safe and hygienic condition.
- (h) The Government shall not be responsible for levelling the uneven site or for filling in site which are at lower level than the other site.
- (i) The Estate Officer shall be entitled at all convenient times to enter and inspect the site or building with a view to ensuring that no provision of Capital of Punjab (Development and Regulation) Act, 1952 and rules made thereunder as amended from time to time, is being violated. The Estate officer may authorize any person subordinate to him to carry out the aforesaid inspection.
- (j) The Administrator, Union Territory, Chandigarh may in his discretion prescribe such further conditions of allotment as may be consistent with the provision of the Capital of Punjab (Development

and Regulation) Act, 1952, as amended from time to time, in the letter of allotment and deed of conveyance either generally or under any particular scheme.

(k) The allottee shall bear and pay all expenses in respect of execution and registration of the conveyance deed, including the stamp duty and registration fees payable in accordance with the law in force at that time.

(l) No fragmentation or amalgamation of any site or building shall be permitted.

Provided that the amalgamation of two or more adjoining site with the same ownership shall be permissible only in the case of commercial, industrial and residential plots with the contiguous zoned area, subject to the condition that the permission for amalgamation shall be accorded by the Estate Office, U.T., Chandigarh prior to the approval of the building plans.

Provided further that the fragmentation of any site shall be allowed if such fragmentation is permitted under any Scheme notified by the Administration.

(m) That dimensions, area (approximate), reserve price and EMD of the site is as per **Annexure-‘A’**.

(n) The e-Tender of the site will be on ‘As is where is basis’.

(o) The other terms and conditions shall be those as given in The Capital of Punjab (Development and Regulation) Act, 1952, Chandigarh Building Rules (Urban) 2017 and the Chandigarh Estate Rules, 2007 as amended from time to time.

(p) That the purchaser /bidder shall abide by The Capital of Punjab (Development and Regulation) Act, 1952, Chandigarh Building Rules (Urban) 2017 and the Chandigarh Estate Rules, 2007 as amended from time to time.

(q) All disputes concerning with the bid will be subject to the Chandigarh jurisdiction.

Accepted

Allottee

Announced

Estate Officer, U.T., Chandigarh



**ADDITIONAL TERMS AND CONDITION FOR SALE OF NURSING HOME SITE ON FREE HOLD BASIS THROUGH E-TENDER BY ESTATE OFFICE, U.T., CHANDIGARH.**

**NURSING HOME SITE:-**

1. An individual shall be a qualified Doctor possessing a MBBS degree and having at least three years experience in the medical profession.
2. A Firm shall have its major partners(s), holding at least 50% share of the firm, qualified doctor(s) holding a MBBS degree and having at least three years experience in medical profession.
3. A Society or Trust shall be either have as its major contributors with over 50% contribution qualified doctor(s) possessing a MBBS degree and having at least three years experience in the medical profession: or it shall have on its rolls (with an employment contract of at least three years duration) at least one qualified doctor with a MBBS degree and possessing at least three years experience in the medical profession. Such society or trust shall have experience of running a dispensary hospital or nursing home for at least three years.
4. A limited company shall either have at least one full time working Director as a qualified doctor with an MBBS degree and having at least three years experience in the medical profession or it shall have on its rolls with a employment contract of at least three years duration at least one qualified doctor with a MBBS degree and having at least three years experience in the medical profession.
5. The person must fulfil the required statutory and mandatory conditions laid down by the laws and rules in force in the Union Territory of Chandigarh pertaining to hospitals, nursing homes, clinical laboratories and the medical profession as applicable.
6. The person shall comply with the terms and conditions as stipulated in the Capital of Punjab (Development and Regulation) Act, 1952, Chandigarh Building Rules (Urban) 2017 and the Chandigarh Estate Rules, 2007 as amended from time to time and in the letter of allotment.

I/We have read the above said terms and conditions and hereby agree to the same.

Bidder/Transferee

Announced

Estate Officer

U.T., Chandigarh.

**ANNEXURE-“A”****LIST OF NURSING HOME SITE PROPOSED TO BE  
SOLD ON FREEHOLD BASIS BY WAY OF E-TENDER**

<b>Sr. No.</b>	<b>Location</b>	<b>Site No.</b>	<b>Area in Sq. Yds.</b>	<b>Reserve Price</b>	<b>2% EMD of reserved price OR Rs. 2 lac, whichever is higher</b>
1	33-C	4	744.44	182575598	3651512

**ANNEXURE-“B”****AUTHORISATION AND DECLARATION LETTER**

To

The Estate Officer  
Chandigarh.

Sub.: Authorisation Letter.

I/We hereby authorise Mr/Ms. \_\_\_\_\_ to bid on my/our behalf.

I/We further declare that in case the bid contract is awarded to me/us, the following persons will have share in the property as mentioned against each:-

Sl. No.	Name of the person	Father's/Husband's Name	PAN No.	% share
1.				
2.				
3.				
4.				
5.				

Signature(s) 1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_