OFFICE OF THE DIVISIONAL MANAGER, CTU & DIRECTOR TRANSPORT, U.T., CHANDIGARH

E-Auction of Shop No. 7 (Chemist Shop)

C.T.U invites bids for e-auction through GeM for renting out of Shop No. 7 (Chemist Shop) at Punjab Civil Secretariat, Chandigarh. Interested parties can submit their bids on or before 30.09.2026 upto 2p.m. The details are available on official website of C.T.U i.e. http://chdctu.gov.in and GeM portal i.e. https://forwardauction.gem.gov.in/eprocure/home.

AVIKESH GUPTA, PCS
Divisional Manager CTU &
Director Transport,
U.T., Chandigarh

Chandigarh Administration
Department of Transport
Chandigarh Transport Undertaking (CTU)

Tender for Chemist Shop Punjab Civil Secretariat

Terms and Conditions for E-Auction of Chemist shop at Punjab Civil Secretariat, Chandigarh on GeM portal

1. Scope of work:-

i) The Chandigarh Transport Undertaking (CTU), Chandigarh is having shop No. 7 at Punjab Civil Secretariat, Chandigarh and intends to allot these Shops on monthly rental/ licence basis plus GST extra (as applicable) for a period of 03 (Three) years for the facilities to the General Public, on the terms and conditions as mentioned herein.

ii) Chandigarh Transport Undertaking (CTU) invites bids from the individual/Companies/firms/Agency/ Organizations through e-Auction on GeM Portal for the allotment of said Shop as per Annexure-A attached.

iii) The Shop at Punjab Civil Secretariat, Chandigarh can also be inspected by the bidders during office hours on any working day by contacting Station Supervisor (Mobile No. 9464450643), ISBT-17 and Care Taker (Bus Stand), CTU, Chandigarh.

2 QUALIFICATION CRITERIA.

The Bidder (s) should submit their documents and bid in two parts for:-

i) Technical Qualification

ii) Financial Qualification

2.1 TECHNICAL QUALIFICATION CRITERIA

2.1.1 The Bidder should be individual/Companies/firms/Agency/Organization.

2.1.2 The Bidder must have PAN/GST number as issued by the Competent Authority. In case, the bidder is not having GST number, he must have applied for GST number before the last date and time of E-Auction and shall upload the receipt in token of having for GST number.

2.1.3 The Bidder should have EPF/ESI registration number (as required under relevant rules) in case of the Bidder is having more than 20 nos. manpower.

2.1.4 The bidder should have valid Drug Licence/Pharmacy Licence issued from the competent authority in respect of business.

2.2 FINANCIAL QUALIFICATION CRITERIA:-

2.2.1 The Bidder should have income tax return for the last three financial years i.e. 2022-23, 2023-2024 and 2024-2025. **(Copies of which should be attached with the technical Auction Bid).**

2.2.2 The bidder should have minimum average turnover of Rs. 50 lakh (Rs. Fifty Lakh) in the last three financial years 2022-23, 2023-24 and 2024-25. The financial statements for the said last three financial years duly audited by Charted Accountant may be uploaded.

3 DOCUMENTS TO BE ATTACHED FOR TECHNICAL/FINANCIAL QUALIFICATION:-

The Bidder shall upload the scanned copy of the following for qualification of the technical/financial bid stage failing which Bidder will be technically disqualified:-

3.1 Copies of Income Tax Returns of last three years as per clause no.2.2.1.

3.2 The self attested copy of PAN Card and GST Number or Acknowledgement of having applied for GST as per clause no.2.1.2.

3.3 Each page containing terms and conditions of the Auction notice should be signed by the Bidders with stamp of the firm and thereafter scanned copies thereof be uploaded on the GeM Portal.

3.4 The scanned copy of an Affidavit on non judicial stamp paper of Rs.15/- duly notarized (as per Annexure 'B') regarding Non Blacklisting by Chandigarh Administration or any other authority/ Courts of Law as well as no criminal case pending and not convicted by any court of law to participate in the GEM E-auction will be uploaded.

3.5 Upload the Earnest Money Deposit (EMD) and submit documentary evidence after the technical qualification on GeM Portal in the prescribed date & time. However, the EMD in original shall be deposited physically to this office in a sealed cover super scribed in bold letters **"EARNEST MONEY- TENDER FOR THE ALLOTMENT OF SHOP No.___, PUNJAB CIVIL SECRETARIAT, CHANDIGARH"** on or before the stipulated date & time mentioned in the auction documents.

3.6 Copy of registration certificate of EPF/ESI (as required under relevant rules) **in case of the Bidder is having more than 20 nos. manpower.**

3.7 The bidder shall furnish the valid copy of certificate of pharmacist/ pharmacy/Drug Licence issued by the Competent Authority.

4. IMPORTANT INSTRUCTION:-

4.1 All documents mentioned under clause 3 above shall be submitted duly signed by the Bidder (s).

4.1.1 The Bidder who has been debarred/blacklisted/prosecuted by the Chandigarh Administration/any State/ Central Govt. Bodies/ Undertakings /Court of law need not to apply.

4.1.2 The bid duly completed in all respect shall be uploaded by the Bidders in the manner as described in the Auction documents on stipulated date & time.

4.1.3 The Bidder (s) shall submit their price bid/rate online only as per the auction.

4.1.4 The Bidder/tenderer shall offer their rates for monthly licence fee excluding all taxes, Govt. Levies etc for the allotment of shop/premises as per e-auction.

4.1.5 Bid below the minimum reserve licence fee/price as per Annexure 'A' on the GeM portal shall not be accepted in any circumstances. The license fee/ rent will be determined as per the HIGHEST BID offered.

4.1.6 The taxes/GST on the licence fee/ rent will be charged as per Govt. instructions as applicable from time to time.

4.1.7 The financial bid will be opened of those Bidders who will technically qualify after evaluation of their documents uploaded at the time of submission of bid.

4.1.8 The Electricity charges will be paid by the successful bidder (on actual consumption basis or as fixed by the department). As such, the rates should be quoted accordingly.

5. EVALUATION OF BID:-

5.1 The Tender shall be awarded to the BIDDER, who quote the HIGHEST rate in the Price Auction, provided the bidder fulfils all other terms and conditions of the Bid/Auction documents.

5.2 After scrutiny of the information received in Technical Qualification, clarifications, if any, where ever necessary, will be obtained from the Bidder. The Director Transport, UT, Chandigarh reserves the right also to inspect the existing premises being run by the Bidder(s) as part of the Technical Bid evaluation.

5.3 No supporting bid shall be allowed. In case it is found, the supporting bid shall be rejected straightway.

6 EARNEST MONEY DEPOSIT (EMD).

6.1 Each Bidder must submit Earnest Money Deposit (EMD) in physical form in the shape of FDR/Bank guarantee for each shop/premises separately as mentioned in **Annexure 'A'** as per condition 3.5, drawn on any Scheduled bank payable at Chandigarh in an acceptable form valid upto 120 days from the last prescribed date for submission of EMD in favour of the Director Transport, U.T., Chandigarh in the office of Divisional Manager-cum-Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh as mentioned in the Bid/Auction Document. Bid without Earnest Money Deposit shall not be considered and shall be rejected out rightly.

6.2 Bid received without requisite EMD (as required as the case may be) shall not be considered and rejected straightway.

6.3 The EMD of unsuccessful Bidder will be returned back immediately after the finalization of e-Auction. The EMD of the successful bidder will be returned on receipt of the performance security and signing of agreement/license deed.

6.4 In case the successful Bidder backs out, the earnest money shall be forfeited along with interest thereupon and the Bidder will be blacklisted for any future contract as per Chandigarh Administration Finance Department Notification No. 1927-F&PO(3)-2009/1170, dated 27.02.2009.

6.5 No bidder is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.

7 PERIOD OF CONTRACT.

The contract/ licence shall be valid for 3 (three) years from the date of actual possession or the last date of expiry of 15 days from the date of issue LOA (Letter of Allotment) whichever is earlier.

8 PERFORMANCE SECURITY-

The successful bidder shall furnish performance security within 15 days from the issue of letter of allotment equal to four (4) monthly instalments of rent/ license fee (last rent of contract as mentioned in the allotment letter) in the form of FDR/Bank Guarantee from any scheduled bank payable at Chandigarh duly pledged in favour of the Director Transport, U.T., Chandigarh (By designation) with its validity of 39 months.

In the event of breach or non-observance of any of the terms and conditions of this licence deed, the Director Transport, U.T., Chandigarh may forfeit the performance security either in full or in part along with interest thereupon.
The remaining security, if any, will be refunded to the licensee after the handover the vacant possession of the premises in original state to the authorised representative of the office of Director Transport, U.T., Chandigarh.

9 SIGNING OF AGREEMENT/ LICENCE DEED.

The successful Bidder will be required to sign an agreement/ licence deed within 15 days from the date of allotment of the site containing all the detailed terms and conditions.

10 GENERAL TERMS AND CONDITIONS:-

10.1 The license shall be for a period of three years with an annual increase of 10% (Ten percent) in the license fee from the date of actual possession or the last date of expiry of 15 days from the date of issue LOA (Letter of Allotment) whichever is earlier.

10.2 The licensee shall regularly pay the monthly license fee through online (website: ctuchd.gov.in or onlinesbi.sbi/sbicollect/icollecthome.htm) in advance on or before the 10th day of every month (if 10th happen to be holiday then next working day will be due date) in favour of the Director Transport, UT., Chandigarh (By Designation) failing which, a penalty at the rate of 1% of the outstanding license fee per day will be imposed till the license fee is paid.

10.3 In case, the payment is to be made by Demand Draft in favour of the Director Transport, UT., Chandigarh, the same shall be deposited on or before 7th every month.

10.4 No payment will be accepted through cheque/Cash in any case.

10.5 However, the Director Transport reserves the right to decrease/waive off the penalty upon the satisfactory reasons of the case for delay in paying rent. Moreover further in case Competent Authority i.e. Director Transport, UT, Chandigarh increase/decrease the penalty subsequently, then the decision of the Director Transport will be binding upon the parties.

10.6 In addition to the monthly licence fee, the licensee shall pay the electricity charges by installing the electricity meter from the electricity department on his own within 15 days from the date of possession of site or install the sub meter at their own level on the same day of possession of shop and its information will be submitted by the bidder in writing to the Licensor within 07 days.

10.7 The licensee will pay the fixed electricity charges @ **Rs. 8/- per unit** or as fixed by this department, from time to time in case of sub-meter is installed, at the time of depositing the licence fee to the CTU.

10.8 If the licensee fails to install the electricity meter or sub-meter within the specified time, the licensee shall be liable to pay ₹10,000 per month as electricity charges.

10.9 Licensee will also be liable to pay any enhancement in the tariff by Electricity Department/CPDL/CTU during the currency of contract/agreement.

10.10 The performance security deposited by the licensee with the Chandigarh Transport Undertaking shall be released after producing the “No Due Certificate” (NDC) from the Electricity Department/CPDL/ CTU in respect of payment of electricity bill of the allotted premises.

10.11 The licence can be extended by the Director Transport, U.T., Chandigarh after its expiry on such terms and conditions as may be decided by the department or on mutual consent of the parties. But, the licensee shall not claim extension of licence as a matter of right.

10.12 In case, the successful Bidder backs out, the Earnest Money Deposit shall be forfeited along with interest thereupon and the Bidder shall be blacklisted for any

future contract. Further, the tenderer/ Bidder (s) will be liable to be blacklisted as per Chandigarh Administration, Finance Department Notification No. 1927-F&PO (3)-2009/1170, dated 27.02.2009 including following types of situations:-

i) Dishonest/Fraudulent/Sharp practices are indulged in by the party.
ii) Advancing a claim on the basis of forged documents.
iii) Sale or supply of spurious items and providing public safety.
iv) Material concealments/suppression of facts or gross misrepresentation of facts.
v) Any other case or situation involving National Security.
vi) On breach of any terms and conditions of the DNIT/Tender.

10.13 In case successful Bidder backsout, the CTU will be at liberty to consider the claim of H2 and can consider to offer the allotment of contract of respective premises at the rate quoted by the highest Bidder (H1).

10.14 In case Bidder withdraws its offer within the validity period or submit forged documents/fake documents or do unethical/un-business like activity or do not submit performance security, EMD/ performance security of the Bidder will be forfeited and other punitive action, as deemed fit, will be initiated.

10.15 The licensee shall not directly or indirectly sublet the contract to any other person/firm in any manner. In default thereof, the license shall be terminated and the security deposit shall be forfeited.

10.16 The licensee shall be responsible for providing furniture/infrastructure in the premises as per his/her requirement at his own and shall also renovate the premises temporarily at his own cost during the currency of contract.

10.17 The licensee shall be responsible to protect the Govt. property in his/her possession during the license period from any damage or loss and shall be responsible for proper hygienic condition and maintaining perfect cleanliness in and around the premises. The Licensee shall pay for damage charges by him/her or his/her servants or agents during the period of license in respect of the property of the licensor.

10.18 The licensee shall not use the premises for the purpose other than for which it shall be allotted.

10.19 The licensee shall pay all the Central, State and local taxes as levied from time to time by Competent Authority in future. Further, the successful Bidder will purchase the stamp papers equal to the amount @ 3% of the average annual rent/licence fee of the whole contract period for the Execution of Licence deed/Agreement deed.

10.20 The licensee shall obtain all the required permissions/licence from concerned authorities (if any) for running their business at the premises/sites at his own level and cost and shall also obey all the rules/regulations applicable from time to time in this regard.

10.21 The licensee shall not be allowed extension of counter/additional space in any circumstances and shall not make any addition or alteration in the premises. In case the area of operation is increased or decreased, the license fee can be accordingly increased or decreased on pro- rata basis by the O/o Director Transport, U.T., Chandigarh.

10.22 The licensee shall ensure good behaviour of his/her employees with the public.

10.23 The licensee shall ensure compliance of all the guidelines issued by Chandigarh Administration/Govt. of India time to time.

10.24 No obnoxious trade shall be carried on/ in the premises.

10.25 Children below 18 years of age will not be employed under any circumstances.

10.26 The overcharging shall lead to invoking of penalty clause and repeated incidence of overcharging will lead to cancellation the contract also.

10.27 No servants shall be allowed to reside at the allotted site at night.

10.28 The licensee shall also provide electrical fittings where applicable and in case these fittings go out of order/stolen, shall replace the same immediately at their own.

10.29 The premises can at any time be inspected by authorized staff to ensure compliance of all the terms and conditions of this licence.

10.30 The licensee will indemnify the Chandigarh Transport Undertaking and keep it harmless from all claims, demands, action, cause and charges to which the Chandigarh Transport Undertaking may become liable or which it may have to pay or be held liable thereof by any reason including the reason of injury to any person, reputation or property suffered or sustained by any employee of the Chandigarh Transport Undertaking or arising out of any activity or negligence or commission of the licensee or its employees.

10.31 The Director Transport, UT., Chandigarh shall have a lien on all the belongings and properties of the licensee for the time being in or upon the premises.

10.32 The Licensee shall submit a passport size photograph along with specimen signatures, ID proof of himself. The licensee will ensure prior police verification of all the workers before being deployed at his site. The entire and sole responsibility, liability, misdeed of the workers lies on the part of licensee.

10.33 The licensee of the concerned shops/premises shall be liable to deduct the EPF/ESI from the salary of his/their employees as per instructions of the EPF/ESI department and shall deposit to the concerned quarter as per the guidelines and instructions of the EPF/ESI department.

10.34 The licensor shall not be responsible at any manner in case of loss/damages/failure of business of the licensee due to any reason.

10.35 The licensee shall submit an Indemnity bond on prescribed stamps duty (duly notarised) while completion of contract as per Annexure “C” for releasing of Security Amount.

10.36 Selling of eatable are items not allowed.

11 IN ADDITION TO ABOVE, THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE FOR THE CHEMIST SHOP:-

11.1 The licensee shall obtain all the required permissions/licence from concerned authorities for running the business at the premises at his own level and cost and also shall obey all the rules/regulations applicable from time to time in this regard.

11.2 The licensor shall not be responsible in any manner in case of loss/damages/failure of business of the licensee due to any reason.

11.3 The licencee shall/must give minimum discount to the customers on sale of medicines, consumables/surgical items on MRP as under:

- 15% discount on MRP of branded medicines.
- 30% discount on MRP of generic and branded generic medicines.
- 30% discount on MRP of consumables/surgical items.

11.4 However, the licencee would be free to give higher discount. There are medicines/ consumables on which MRP or MRP in Indian Rupees is not mentioned. In such cases, the chemist should ensure that MRP is printed or stamped on such items and should also ensure that the market price of such items is displayed at the shop and they should not charge more than the rate charged by chemist in the market.

11.5 For each sale, the licencee shall issue a computer generated bill/invoice in proper form as per instructions of Govt. of India issued from time to time.

11 **PENALITIES/TERMINATION OF CONTRACT/ LICENCE**.

12.1 The licensor reserves the right to impose the penalty/fine on breach of any of the terms and conditions of the licence.

12.2 In case of breach of any of the terms and conditions of this deed by the licensee, the licensor may terminate the licence by giving 15 days notice and grant the licence to other party at the risk of licensee and recover the loss if any caused to the licensor.

12.3 The licensor shall be at liberty to terminate the licence by giving 15 days clear notice in writing to that effect.

12.4 In case, the licensee makes any default, as listed below, the quantum of penalty will be imposed as under:-

a) Non maintenance of the premises in clean & hygiene condition
b) Sale & consumption of articles like cigarette, liquor and any other narcotics, etc
c) Selling of items except permitted
d) Overcharging
e) Any other

i. Ist Instance: - Rs. 2500/-
ii. 2nd Instance: - Rs. 5000/-
iii. 3rd Instance: - Rs. 75000/-
iv. 4th Instance: - Rs. 10000/-
v. 5th Instance: - process will be initiated for termination of contract alongwith forfeiture of Bank Guarantee.

12.5 A penalty @5% of due charges of electricity bill will be imposed on account of delay in payment of electricity charges.

12.6 On the termination of the licence in accordance with above Clause, the licensor may in addition to resumption of the premises, forfeit the whole or part of the security deposited by the licensee along with interest thereupon.

12.7 The licensee shall not surrender the licence of the shop before one year from the possession of shop. However, after completion of one year, the licensee may terminate the license deed by giving 90 days clear notice in writing subject to the condition that:-

a. The licensee shall continue to run the contract on payment of monthly rent till the alternative arrangement is made by the licensor.
b. Security deposit shall be refunded after taking over the possession of the shop/premises by the new licensee after adjusting the outstanding rent/other charges, if any."

12.8 The licensee shall deliver the vacant possession of the premises to the authorised person of this office, U.T., Chandigarh on the expiry/ completion or termination of the license.

12.9 On the termination of licence under any of terms and conditions of the licence:-

i) The Licensee will deliver the vacant possession of the shop in its original state to the licensor, failing which the shop shall be got vacated in accordance with the provisions contained in the Public Premises (Eviction of unauthorized Occupants) Act, 1971. The cost of damages, if any, to the premises or fixtures shall be recovered from the licensee.
ii) Security deposit shall be refunded after taking over the possession of the shop/premises by the new licensee after adjusting the outstanding rent/other charges, if any."

12.10 The licensor reserves the rights to inspect the premises at any time during the period of contract and if found violating any terms and conditions of the contract/agreement or selling unhygienic products, suitable penalty will be imposed or the contract will be cancelled.

FORCE MAJEURE

13.1 For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.

13.2 If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, lockdown due to pandemic of disease/ virus, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfilment of contract or period of contract shall be postponed during the period when such circumstances are operative.

13.3 The party which is unable to perform its obligations under the present contract shall, within seven (07) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of any component etc. or any price escalation or change in any duty, tax, levy, charge etc. shall not be an excuse for the Contractor/Bidder for not performing his obligations under this clause/contract.

13.4 Any waiver/extension of time in respect of the possession of premises or commissioning of business at premises/site or waive off or decrease the rent of any premises, the Director Transport reserves the right to decrease/ waive off the rent of premises and penalty in the case for delay in paying rent upon the satisfactory reasons covered under clauses of Force Majeure.

13.5 If such inability on account of force majeure to perform continues for a period of more than six months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.

13.6 The Contractor/Bidder shall not be liable for forfeiture of his performance security, pre-estimated liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

14. SETTLEMENT OF DISPUTE.

Amicable Resolution - In case of arising of any dispute, the matter will be referred to the Appellate Authority i.e. Secretary Transport, Union Territory, Chandigarh and decision of the appellate authority shall be final and binding upon both the parties.

15 Place of Appeal:-

The place of appeal shall be the O/o Secretary Transport, Union Territory, Chandigarh at New Chandigarh Secretariat Building, Sector 9, Chandigarh.

16 Language

Language of appeal shall be English only.

17 JURISDICTION.

Any dispute or difference or claim etc, shall be subject to the exclusive jurisdiction of the courts situated at Chandigarh only. No other court shall have the jurisdiction to entertain or try any matter concerning this tender.

ANNEXURE-A

Sr. No.	Shop No.	Trade of Shop	Reserve Price P.M excluding taxes (in Rs)	Earnest Money Deposit (EMD) (Rs.)
1	Shop No. 7	Chemist Shop	19,118/-	27,600/-

ANNEXURE-B

UNDERTAKING BY THE BIDDER ON NON JUDICIAL STAMP PAPER OF Rs. 15/- DULY ATTESTED FROM THE EXECUTIVE MAGISTRATE 1ST CLASS/NOTARY PUBLIC.

1. I, Sh. _____ S/o Sh. _____ Working as _____of the firm namely M/s._____are duly authorized to apply for this Tender.

2. I, the undersigned, have read and understood the detailed terms and conditions of the Auction Notice and undertake to abide by them.

3. I undertake that I/my firm/bank/company/firm have not been blacklisted/ debarred/ prosecuted by the Central/UT/State Government/ undertaking/ Board/ Corporation/ Authority/Court of Law.

4. I hereby undertake and declare that no criminal proceeding is pending against the undersigned/tenderer/firm/company anywhere in India and no dues are outstanding in respect of any of the Central/UT/State Government/Organization/Boards /Corporation against the tenderer/deponent/firm/company at the time of applying this Auction Notice.

Signature of the Tenderer
Name of the Tenderer _____
(In Capital Letter)
Address _____
_____
Tel/Mob No. _____
Email Address._____
PAN/TAN No. _____
GSTIN _____

Annexure-C

INDEMNITY BOND (Proforma)

This Indemnity Bond is made on _____ day of _____(year) by Sh. _____ licensee of Shop No.(name of premises) _____, ISBT-____, Chandigarh.

And whereas I have allotted contract/license of Shop No. ___, ISBT, Sector ___, Chandigarh for the period from _____ to _____. The said contract has expired on _____.

And whereas, I have deposited all the dues up to date and nothing is due against me on account of rent/GST/TCS/other taxes.

That I hereby declare and undertake that I will deposit any dues if found outstanding against me at any later stage on account of rent/service tax/GST TCS etc., of Shop No. _____, ISBT, Sector _____, Chandigarh as I am liable to deposit for the same.

Signature of the licensee
Name: _____.
_____,
_____,
_____.

Witness:

1._____

2._____