## OFFICE OF THE DISTRICT & SESSIONS JUDGE, SAS NAGAR (MOHALI)

## **AUCTION / PUBLIC NOTICE**

Applications are invited from the general public on or before 29.7.2022 at 4.00 PM along with refundable bid participation money in the shape of demand draft in favour of Civil Judge (Senior Division), SAS Nagar (Mohali) for providing Public Utility Services i.e. Shop No.3 (photostat service/computer service) in the premises of New Judicial Court Complex, Sector 76, SAS Nagar (Mohali) along with undertaking in the shape of affidavit that they will accept all the terms and conditions as specified by this office. The auction shall be conducted on 30.7.2022 at 12:00 noon at Conference Room, ADR Centre, C-Block, Ground Floor, New Judicial Courts Complex, Sector 76, SAS Nagar (Mohali) for the period 01.08.2022 to 31.03.2023 (financial year 2022-2023). The complete details/terms & conditions can be viewed from the website https://districts.ecourts.gov.in/india/punjab/sas-nagar/tender.

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Note:- The lease period can be extended with prior approval of Hon'ble Punjab & Haryana High Court for one year on existing conditions in case of satisfactory service.

TERMS AND CONDITIONS FOR PUBLIC UTILITY SERVICES I.E. SHOP NO.3 (PHOTOSTAT SERVICE/COMPUTER SERVICE) AT NEW JUDICIAL COURTS COMPLEX, SECTOR 76, SAS NAGAR (MOHALI).

## LEASING PERIOD W.E.F. 01.08.2022 to 31.03.2023.

- 1. The 25% of the entire Auction price will have to be deposited at spot by the highest bidder. In case of closure of Banking hours or office while completion of Auction process, the successful bidder is at liberty to deposit the amount on next working day. However, the remaining entire amount of the bid i.e 75% of the bid amount shall be paid within one month.
- 2. That the amount of Rs.20,000/- (Rs. Twenty Thousand only) is required to be deposited as security for the service which is refundable at the end of financial year without interest, subject to clearance of all the dues. Application money for participation in the auction to the tune of Rs.17,000/- each (Rs. Seventeen Thousand only) for Shop No. 3 (photostat service/computer service) will have to be deposited by way of Demand Draft by each applicant along with his application. The said amount will be adjusted against the successful bid, whereas other applicants will get their Demand Drafts back on the day of auction.
- 3. In case any allottee fails to deposit the rent as stated for consecutive two months his allotment shall stand canceled and he will have to vacate premises.
- 4. That allotment of booth/shop/space allotted is non transferable.
- 5. That allottee is not allowed to carry on any illegal activity in the booth/shop/space allotted.
- 6. That the design and shape of temporary structure will be approved by the competent authority and the said structure will not be changed without taking approval from the competent authority.
- 7. The allottee will not sell any intoxicants in the booth/shop/space allotted nor he will allow any body to misuse the booth/shop/area. Narcotic/Intoxicants or liquor service is strictly prohibited. There will be no smoking in the booth/shop/space allotted.
- 8. The allottee will install his own electricity connection and pay the bill to PSPCL or will install sub-meter without interference with the basic electricity configuration of the complex. The charges of electricity meter and separate bill will be paid by the allottee of his own. The security will only be released upon giving undertaking in the shape of affidavits that nothing is due in respect of water/electricity charges etc. and he will be responsible to pay the same in case any thing is found outstanding at any stage.
- 9. That allotee will be responsible for providing service from **01.08.2022 to 31.03.2023** and if he stops providing service mid-way then his security shall stand forfeited and security will not be refunded in any eventuality.
- 10. The alloteee shall bear all expenses and the allottee shall be wholly and solely responsible for any dispute on account of non compliance with rules/instructions.

- 11. The allottee will have to enter into agreement as per prescribed proforma.
- 12. This contract shall liable to be canceled at any moment if the allottee is found carrying out illegal activities or any other activity beyond the scope of allotment or providing services, which are not in concurrence or consonance with the above mentioned terms and conditions, then the deposited amount shall stand forfeited and will not be refunded in any eventuality.
- 13. In case any dispute arises between the allottee and the management committee, it shall be referred to the Civil Judge (Sr. Divn.), SAS Nagar who shall be the sole arbitrator and his award shall be final and binding between the parties.
- 14. The allottee shall remove his temporary structure to facilitate the switch over after a decision is taken to provide permanent structure by the competent authority.
- 15. The District & Sessions Judge, SAS Nagar (Mohali) reserves right to reject the offer of any person without assigning any reason.
- 16. In case of violation, license/allotment can be canceled and a fine of Rs.500/- to Rs.1000/- per day can be imposed, which shall have to be deposited with the Civil Judge (Sr.Divn.), SAS Nagar (Mohali), within the given time.
- 17. The vacant possession of the booth/shop/space will be handed over on **01.08.2022**.
- 18. That working/opening time of the booth/shop/space allotted will be from 8:00 AM to 6:30 PM.
- 19. That booth/shop/space allotted will remain closed on Sunday/Gazetted holidays.
- 20. All the bylaws and M.C. Rules will remain in force.
- 21. The list of employees of the booth/shop/space allotted will be prepared and displayed outside the alloted space.
- 22. Small stationery items as approved by the Committee may also be kept in the booth/shop/space allotted.
- 23. The allottee/licencee shall put his own locks on the booths/shops/space allotted to him and he himself will be responsible for the safety of the articles lying therein and the department would not be responsible in any manner.
- 24. The District & Sessions Judge, SAS Nagar (Mohali) reserves the right to make addition, alteration/change in any term and condition at any time and to cancel the auction or allotment, at any time, without spelling any reason.
- 25. The minimum auction reserve price for Shop No. 3 (photostat service/computer service) for the period from 1.8.2022 to 31.3.2023 would be Rs.1,70,000/- (Rs. One Lac Seventy Thousand only).

DISTRICT & SESSIONS JUDGE SAS NAGAR (MOHALI)

## OFFICE OF THE CIVIL JUDGE (SD) SAS NAGAR (MOHALI). AUCTION FORM

<ul><li>6.</li><li>7.</li></ul>	Detail of amount deposited as Bank Draft NoDated_Present Address	-		-
8.	Permanent Address	:		
9.	Experience			
have a	nowledge and nothing is conce	ealed t	oned above are true and best of herein. It is also verified that in and undertakes that I shall follow	I
Place			(Signature of the Applicant)	)