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

#### **AUCTION / PUBLIC NOTICE**

Applications are invited from the general public on or before 24.3.2023 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 27.3.2023 at 02:00 P.M. at Video Conferencing Room, C-Block, First Floor, New Judicial Courts Complex, Sector 76, SAS Nagar (Mohali) for the period 01.04.2023 to 31.03.2024 (financial year 2023-2024). The complete conditions can be viewed from the details/terms & https://districts.ecourts.gov.in/india/punjab/sas-nagar/tender\_c

> DISTRICT & SESSIONS JUDGE SAS NAGAR (MOHALI)

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. 01.04.2023 to 31.03.2024.

- 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. 22,500/- each (Rs. Twenty Two Thousand Five Hundred 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 **01.04.2023 to 31.03.2024** 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.

The allottee will have to enter into agreement as per prescribed 11.

proforma.

This contract shall liable to be canceled at any moment if the allottee 12. 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.

In case any dispute arises between the allottee and the management 13. 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.

The allottee shall remove his temporary structure to facilitate the 14. switch over after a decision is taken to provide permanent structure by the competent authority.

The District & Sessions Judge, SAS Nagar (Mohali) reserves right to 15.

reject the offer of any person without assigning any reason.

In case of violation, license/allotment can be canceled and a fine of 16. 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.

The vacant possession of the booth/shop/space will be handed over on 17.

01.04.2023.

That working/opening time of the booth/shop/space allotted will be 18. from 8:00 AM to 6:30 PM.

That booth/shop/space allotted will remain closed on Sunday/Gazetted 19. holidays.

All the bylaws and M.C. Rules will remain in force. 20.

The list of employees of the booth/shop/space allotted will be 21. prepared and displayed outside the alloted space.

Small stationery items as approved by the Committee may also be 22.

kept in the booth/shop/space allotted.

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the locks on own allottee/licencee put his shall 23. 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.

The District & Sessions Judge, SAS Nagar (Mohali) reserves the right 24. 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.

The minimum auction reserve price for Shop No. 3 (photostat 25. service/computer service) for the period from 1.4.2023 to 31.3.2024 would be Rs.2,25,000/- (Rs. Two Lac Twenty Five Thousand only)

> DISTRICT & SESSIONS JUDGE SAS NAGAR (MOHALI)

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

### **AUCTION FORM**

APPL	ICATION FOR THE AUCT	ION		<u> </u>	
1.	Name of the Applicant	:			
2.	Father's Name	:			
3.	Name of the Firm and Address	:			
4.	Presenet Occupation	:			
5.	Telephone/Mobile No.	:			
6.	Detail of amount deposited as Bank Draft NoDated_	'bid pa	rticipation m Name of the	noney' Bank	
7.	Present Address	:			
8.	Permanent Address	:			
9.	Experience	:			
Verified that all the contents mentioned above are true and best of my knowledge and nothing is concealed therein. It is also verified that I have also read the terms and conditions and undertakes that I shall follow all the terms and conditions.					
Place Dated			(Signature	of the	Applicant)
Note: Application received after 24.3.2023 at 4.00 P.M. will not be entertained by this Office. It is also informed that incomplete application will be rejected summarily without giving any notice.					