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

AUCTION / PUBLIC NOTICE

Applications are invited from the general public on or before 21.03.2024 at 4.00 PM alongwith 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.1 (Juice Shop No. 2 (photostat service/computer service), Bar/Beverages), Canteen alongwith kitchen and cycle/scooter/motorcycle stand/ car parking in the premises of New Judicial Court Complex, Sector 76, SAS Nagar (Mohali) alongwith 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 27.03.2024 at 2:00 PM at Video Conferencing Room, First Floor, Block-C, in New Judicial Courts Complex, Sector 76, SAS Nagar (Mohali) for the period 01.04.2024 to 31.03.2025 (financial year 2024-2025). The complete details/terms & website conditions viewed from the can be https://districts.ecourts.gov.in/india/punjab/sas-nagar/tender.

> Sd/-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.1 (JUICE BAR/BEVERAGES) AT NEW JUDICIAL COURTS COMPLEX, SECTOR 76, SAS NAGAR (MOHALI).

LEASING PERIOD W.E.F. 01.04.2024 to 31.03.2025.

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.30,000/- (Rs. Thirty 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.33,000/- (Rs. Thirty Three Thousand only)** for **Shop No.1** (Juice Bar/Beverages) 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.

That allotment of booth/shop/space allotted is non transferable.

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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 to2 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 **01.04.2024 to 31.03.2025** 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 **01.04.2024**.
- 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.1 (Juice Bar/Beverages) for the period from 1.4.2024 to 31.3.2025 would be Rs.3,30,000/- (Rs. Three Lac Thirty Thousand only).

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DISTRICT & SESSIONS JUDGE SAS NAGAR (MOHALI)

TERMS AND CONDITIONS FOR PUBLIC UTILITY SERVICES I.E. SHOP NO.2 (PHOTOSTAT SERVICE/COMPUTER SERVICE) AT NEW JUDICIAL COURTS COMPLEX, SECTOR 76, SAS NAGAR (MOHALI).

LEASING PERIOD W.E.F. 01.04.2024 to 31.03.2025.

- 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.30,000/- (Rs. Thirty 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.52,000/- (Rs. Fifty Two Thousand only)** for **Shop No. 2 (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.
 - That allotment of booth/shop/space allotted is non transferable.

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- 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.
 - 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 **01.04.2024 to 31.03.2025** 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 2to 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 **01.04.2024**.
- 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 **1.4.2024 to 31.3.2025** would be **Rs.5,20,000/- (Rs. Five Lac Twenty Thousand only)**.

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DISTRICT & SESSIONS JUDGE SAS NAGAR (MOHALI)

TERMS AND CONDITIONS FOR CANTEEN AT NEW JUDICIAL COURTS COMPLEX, SECTOR 76, SAS NAGAR (MOHALI).

LEASING PERIOD W.E.F. 1.4.2024 to 31.3.2025.

It is, hereby informed to the general public that an open auction is being held on **27.03.2024** at 2:00 P.M for leasing out the Canteen at New Judicial Courts Complex, SAS Nagar (Mohali), for the period from **1.4.2024** to **31.3.2025** on the following terms and conditions:-

- 1. Minimum reserve price for the auction is fixed at **Rs. 5.5 Lac** (**Rs Five Lac Fifty Thousand only**) for afore-said period for Canteen at New Judicial Courts Complex, Sector 76, SAS Nagar (Mohali).
 - 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. After depositing the 25% of the total amount, only thereafter, the vacant possession of the premises will be handed over to the successful lessee. However, the remaining entire amount of the bid i.e 75% of the bid amount shall be paid within one month. Application money for participation in the auction to the tune of **Rs.55,000/- (Rs. Fifty Five Thousand only)** for canteen 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. The contractor shall operate the canteen during court working days.

The contractor will not change the basic structure of Canteen and will not sublet the same.

- The contractor will keep his own furniture.
- Contractor will not sell any intoxicants in the Canteen nor he will allow any body to misuse the premises of the Canteen. Narcotic/Intoxicants or liquor service is strictly prohibited. There will be no smoking in the Canteen.

Contractor will install his own electric connection and pay the bill to PSPCL or will install sub-meter without interference within the basic electricity configuration of the complex. The charges of electricity meter and separate bill will be paid by the Canteen holder. The security will only be released upon giving undertaking in the shape of affidavit that nothing is due in respect of water/electricity charges etc and he will be responsible to pay the same in case anything is found outstanding at any rates stage.

Contractor should ensure proper quality of eatables and there will be quality checks from time to time and his contract shall be liable to be canceled if he is found selling substandard products. The contractor will be liable under all laws particularly under the Food Safety & Standard Act, 2006 etc. Contractor will be responsible for providing Canteen service from **1.4.2024 to 31.3.2025**. If he stops providing service mid-way then his security amount shall stand forfeited and will not be refunded in any eventuality.

The Contractor selected for Canteen service will be required to maintain highest level of Cleanliness at his own levels, both in and around canteen premises and standard of hygiene with regard to the

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persons under his employment and utensils for serving the food. Big dustbins (Red and Green) of good plastic will kept. Carriers will be kept for disposal of wastage as per rules. Fly killer will be kept. Canteen will be cleaned daily. The items must be properly covered to maintain cleanliness and hygiene.

- 10. The contractor will be responsible for providing proper sitting arrangement (within the canteen premises only), for the users of the Canteen.
- 11. Contractor shall be permitted to sell only those articles which are mentioned in the list given below (Annexure A). The approved list shall be revised from time to time making suitable additions and alterations. No unapproved articles shall be kept for sale. The rates of the articles as approved by the District & Sessions Judge will be displayed by the Contractor at the prominent place in the Canteen.
- 12. The Contractor shall bear all expenses and the Contractor shall be wholly and solely responsible for any dispute on account of non compliance with rules/instructions.
- 13. The contractor shall not employ any person below the age of 14 years. No minor/bonded labour will be hired and the pay will be given under the Minimum Wages Act.
- 14. The Contractor will have to enter into the agreement as per prescribed proforma.
- 15. This contract shall be liable to be canceled at any moment if the contractor is found doing illegal activities or providing services which are not in concurrence with the above mentioned terms and conditions and the deposited amount shall stand forfeited and will not be refunded in any eventuality.
- 16. In case any dispute arises between the contractor and the management committee, it shall be referred to the Ld. Civil Judge(Sr. Division), SAS Nagar (Mohali), who shall be the sole arbitrator and his award shall be final and binding between the parties.
- 17. The District & Sessions Judge reserves right to reject the offer of any person without assigning any reason.
- 18. Cold water Purifier will be installed by the contractor at his own cost.
- 19. Only Dry Canteen(cooking outside) will be permitted based on self service. Food will only be provided in canteen.
- 20. Only 02 filled Gas Cylinders can be kept in the Canteen.
- 21. Uniform of the staff will be with gloves and head covered.
- 22. In case of violation, license 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(SD), SAS Nagar (Mohali), within the given time.
- 23. The vacant possession of the canteen will be handed over on **1.4.2024**.
- 24. The working time of the Canteen will be from 8:00 AM to 6:30 PM on the working days.
- 25. The Canteen will remain closed on Sunday/Gazetted Holidays.
- 26. All the bylaws and M.C. Rules will remain in force.
- 27. The list of employees of the Canteen will be depicted and it should be printed list.
- 28. The Necessary Banners/Boards will be installed.
- 29. Good books may be kept in the Canteen only after approval from the Committee.

- 30. Small stationary items as approved by the Committee may also be kept in the Canteen.
- 31. Refundable security to the tune of **Rs. 1,00,000/- (Rs. One Lac only)** will have to be deposited by bidder whose auction is accepted within one month, refundable after expiry of lease period without interest.

32. The Canteen eatable/drinking items shall be finalized/approved by the committee consisting of Additional District & Sessions Judge – I and Civil Judge (Senior Division), SAS Nagar (Mohali), in the presence of applicants or their authorized representative.

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The minimum auction reserve price for aforesaid period for canteen would be **Rs. 5.5 lac (Rs. Five Lac Fifty Thousand only).**

SC/-DIS TRICT & SESSIONS JUDGE, SAS NAGAR (MOHALI)

TERMS AND CONDITIONS FOR CYCLE/ SCOOTER/MOTORCYCLE STAND AND CAR PARKING AT NEW JUDICIAL COURTS COMPLEX, SECTOR 76, SAS NAGAR (MOHALI).

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LEASING PERIOD W.E.F. 01.04.2024 to 31.03.2025

It is, hereby informed to the general public that an open auction is being held on **27.03.2024 at 2:00 P.M** for leasing out cycle/ scooter/motorcycle stand and car parking area abutting at main public entry near Block-B of the Judicial Courts Complex (**except basement**) at New Judicial Courts Complex, SAS Nagar (Mohali), for the period from **01.04.2024 to 31.03.2025** on the following terms and conditions:-

- 1. Minimum reserve price for the auction is fixed at **Rs.11,00,000/-**(**Rupees Eleven Lac only**) for one year period for cycle/ scooter/motorcycle stand and car parking at New Judicial Courts Complex, Sector 76, SAS Nagar (Mohali).
- 2. 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. After depositing the 25% of the total amount, only thereafter, the vacant possession of the premises will be handed over to the successful lessee. However, the remaining entire amount of the bid i.e 75% of the bid amount shall be paid within one month. Application money for participation in the auction to the tune of **Rs.1,10,000/-** (**Rs. One Lac Ten Thousand only)** for parking area 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. The contractor shall operate the cycle/ scooter/motorcycle stand and car parking during court working days.
- 4. The contractor will not change the basic structure of parking and will not sublet the same.
- 5. The contractor will keep his own furniture.

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Contractor will install his own electric connection and pay the bill to PSPCL or will install sub-meter without interference within the basic electricity configuration of the complex. The charges of electricity meter and separate bill will be paid by the contractor. The security will only be released upon giving undertaking in the shape of affidavit that nothing is due in respect of water/electricity charges etc and he will be responsible to pay the same in case anything is found outstanding at any rates stage.

- 7. Contractor will be responsible for providing parking service from **01.04.2024 to 31.03.2025**. If he stops providing service mid-way then his security amount shall stand forfeited and will not be refunded in any eventuality.
- 8. The Contractor selected for parking service will be required to maintain highest level of Cleanliness at his own levels both in and around parking area.
- 9. The Contractor shall bear all expenses and the Contractor shall be wholly and solely responsible for any dispute on account of non compliance with rules/instructions.
- 10. The contractor shall not employ any person below the age of 14 years.

No minor/bonded labour will be hired and the pay will be given under the Minimum wages Act.

- 11. The safety and security of the parked vehicle shall be sole responsibility of contractor against any kind of claims.
- 12. The Contractor will have to enter into the agreement as per prescribed proforma.
- 13. This contract shall be liable to be cancelled at any moment if the contractor is found doing illegal activities or providing services which are not in concurrence with the above mentioned terms and conditions and the deposited amount shall stand forfeited and will not be refunded in any eventuality.
- 14. In case any dispute, it shall be referred to the Ld. Civil Judge(Sr. Division), SAS Nagar (Mohali), who shall be the sole arbitrator and his award shall be final and binding between the parties.
- 15. The District & Sessions Judge reserves right to reject the offer of any person without assigning any reason.
- 16. In case of violation, license can be cancelled and a fine of Rs. 500/- to Rs.1000/- per day can be imposed, which shall have to be deposited with the Civil Judge(SD), SAS Nagar (Mohali), within the given time.
- 17. The vacant possession of the parking area will be handed over on **01.04.2024.**
- 18. The working time of the parking will be from 8:00 AM to 6:30 PM on the working days.
- 19. The parking 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 contractor will be depicted and it should be printed list.
- 22. The Necessary Banners/Boards will be installed.
- 23. Refundable security to the tune of **Rs.1,00,000/- (Rs. One Lac Only)** will have to be deposited by bidder whose auction is accepted within one month, which will be refundable after expiry of lease period without interest.
- 24. The parking rates shall be finalized/approved by the committee so constituted by this office. The list of parking rates is attached as Annexure-A.

SC/-DISTRICT & SESSIONS JUDGE, SAS NAGAR (MOHALI)

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

AUCTION FORM

APPLICATION FOR THE AUCTION				
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 No Dated_			participation money' Name of the 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 27.03.2024 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.