AUCTION NOTICE

Sealed applications are invited from the general public upto 03/06/2024 till 5.00 P.M along with refundable earnest money of Rs. 10,000/- in cash, for leasing out the canteen and 2 (two) shops at Judicial Courts Complex, Nakodar, for the period from 01.07.2024 to 31.03.2025 as per following schedule:-

Sr. No.	Name of the Judicial Courts Complex	Detail of Utility	Date of Auction	Venue (Court Complex)
1	Nakodar	1.Canteen2.Two shops	04.06.2024	Jalandhar

The date of auctions, complete terms & conditions can be viewed on the website http://districts.ecourts.gov.in/jalandhar till 04/06/2024.

AUCTION NOTICE

It is, hereby, informed to the general public that an open auction will be held on 04/06/2024 at 2.00 PM, at Judicial Court Complex, Jalandhar, for leasing out the Canteen at Judicial Court Complex, Nakodar, for the period from 01.07.2024 to 31.03.2025, the applications for which are invited from general public upto 03/06/2024 till 5:00 PM with following terms and conditions:

- 1. Minimum reserve price for the auction is fixed for Rs.37,500/- (Thirty seven thousand and five hundred only) for Canteen at Judicial Court Complex, Nakodar. The reserve price of the canteen has been drop down after taking approval of the same from the Ld. District and Sessions Judge, Jalandhar, vide Endst no. 8394 G/B2 dated 20/05/24.
- 2. Every contractor while furnishing application shall deposit the earnest money to the extent of Rs. 10,000/- in cash, which is refundable. However in case of successful bidder/contractor, the said amount shall be held as security deposit.
- 3. That the highest bidder shall be declared as successful contractor.
- 4. The 25% of the auction price will have to be deposited at the spot by the highest bidder. The remaining amount shall be paid within one month.
- 5. The contractor will be responsible to maintain cleanliness in and around the canteen and will make his own arrangement for disposal of the waste. Any member of the Auction Committee can inspect the canteen premises and in case of violation of rules, the committee shall have the right to cancel the lease/contract and forfeit the entire security deposits.
- 6. The contractor shall have no right to claim ownership of the area of canteen, so provided. In case of any loss/damage etc. he/she shall be liable to deposit the amount, as fixed by the Committee of the canteen.
- 7. The contractor shall operate the canteen during court working hours.
- 8. The contractor will not change the basic structure of canteen and will not sublet the canteen.
- 9. Contractor will not cause any damage to furniture and fixtures and take charge after signing the inventory of furniture/ fixtures. The furniture will be arranged by the Canteen holder and if any breakage happens, the same will be accounted for by the Canteen holder.
- 10. Contractor will not sell any intoxicants in the canteen nor will he/she 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.

- 11. Contractor will install his own electric connection and pay the bill to PSEB (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. Heaters/Air-conditioners should not be used in the Canteen.
- 12. 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 Prevention of Food Adulteration Act etc.
- 13. Contractor will be responsible for providing canteen services from 01.07.2024 to 31.03.2025. If he stops providing service mid-way then his amount shall stand forfeited and will not be refunded in any eventuality.
- 14. The contractor selected for canteen services will be required to maintain highest level of cleanliness both in and around canteen premises and standard of hygiene with regard to the persons under his employment and utensils for serving the food. Big dustbin of good plastic will be kept on each floor. Carriers will be kept for disposal of wastage as per rules. Fly killer should be kept. Canteen will be cleaned daily. The items must be properly covered to maintain cleanliness.
- 15. The contractor will be responsible for providing proper sitting arrangement (within the canteen premises only), for the users of the canteen.
- 16. Contractor shall be permitted to sell only those articles which are mentioned in the list given below. 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.
- 17. The contractor shall bear all expenses and will be wholly and solely responsible for any dispute on account of non compliance with rules/instructions.
- 18. The contractor shall not employ any persons below the age of 18 years. No minor/bonded labor should be hired and the pay should be given under the "Wages Act."
- 19. The contractor must enter into an agreement as per the prescribed performa.
- 20. 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.
- 21. In case of any dispute arises between the contractor and the management committee, it shall be referred to the Civil Judge (Sr. Division), Jalandhar, who shall be the sole arbitrator and his award shall be final and binding between the parties.
- 22. The Ld. District & Sessions Judge reserves right to reject the offer of any person / organizations/agencies without assigning any reason.
- 23. Cold water purifier will be installed by him.

- 24. Only dry canteen (cooking outside) will be permitted based on self service. Food should only be provided in canteen.
- 25. Only two filled "Gas Cylinders" can be kept in the canteen.
- 26. Uniform of the staff should include gloves and head covered.
- 27. In case of violation, license may be canceled and fine of Rs. 500/- to 1000/- per day may be imposed.
- 28. The vacant possession of the canteen will be handed over on or before 05:00 p.m on dated 31.03.2025.
- 29. The working time of the canteen will be from 8:00 a.m. to 6:30 p.m.
- 30. The Canteen will remain closed on Sunday/Gazetted holidays.
- 31. All the bylaws and M.C. Rules will remain in force.
- 32. The list of employees of the canteen should be depicted and should be printed.
- 33. The Necessary Banners/Boards will be installed.
- 34. Good books may be kept in the canteen only after approval from the committee.
- 35. Small stationary items may also be kept in the canteen.
- 36. That packed food items will not be sold at a price more than MRP printed thereon.
- 37. In case of other items i.e self made/prepared food items, the same shall not be sold beyond the market/D.C. Rates, keeping in view the weight and quality of the items.
- 38. The canteen eatable/drinking items and parking rates shall be finalized/ approved by the committee so constituted by this office, before commencement of auction in the presence of applicants or their authorized representative. The list of eatables items for breakfast and lunch is attached as **Annexure-A**.
- 39. The Committee reserves its rights to alter or vary any term and conditions regarding leasing out the Canteen at Judicial Court Complex, Nakodar.
- 40. In case of any damage to furniture/articles or repair of articles, the contractor has to inform to the Auction Committee before commencement of lease period. In case, any damage is caused to articles/furniture of canteen later on, the contractor shall be fully responsible to bear the expenses of repair/replacement of the same.
- 41. The quality of food to be served in canteen should meet the standards of food safety and standards Act, 2006.
- 42. The schedule of payment should be strictly followed and in case of non payment of remaining amount of lease/contract i.e.75% within one month from the date of commencement of lease period and the lease/contract will be automatically stand canceled and the amount of 25% deposited earlier at the time of finalization of auction will be forfeited and a fresh auction will be held.
- 43. In case of excess charge of price other than displayed rate list, the lease/contract would be automatically stand canceled with no further leasing opportunity to such contractor in future.
- 44. The contractor shall also have to furnish an affidavit duly attested from the Executive Magistrate regarding acceptance of above terms and conditions.

45. The successful bidder(s)/Contractor(s) of Canteen and Parking Stand at Judicial Courts Complex, Jalandhar, Nakodar and Phillaur, for the financial year 2024-25 are bound to strictly follow the instructions of Covid-19, if any, issued by the office of Ld. District & Sessions Judge, Jalandhar/Hon'ble High Court/Government time to time in their respective premises.

Annexure-A

LIST OF EATABLES

BREAKFAST: - Prantha (allu, gobi etc.)

- -Dahi/Butter
- -Sandwich (Veg. And Grilled)
- -Petty
- -Rice-Rajmah/Kaddi
- -Laddu, Balushahi, Mathi,
- -Toffees, Chocolates
- -Mineral water
- -Packed-Bhujia, groundnut, Toffees
- Mineral water bottles
- Tea, Coffee, Cold drinks by machine
- -Fruit Juice-caned and fruit cake
- -Biscuits (Namkeen, Sweet)(Packed only)

LUNCH:-

- -Rice-Kadi/Rajmah
- -Packed lunch

(Preferred Sabji dry with roti)

- -Any other food item prepared by the contractor
- -Purhi-channa
- -Burfi, Ladoos
- -Samosa-Kachori-Channe
- -Cold drink-Juice-fresh readymade
- -Bread Pakora
- -Nestle-Tea/coffee will be in kettles with serving-trolley

AUCTION FOR VARIOUS PUBLIC UTILITY SERVICES LIKE PHOTOSTAT SERVICE/COMPUTER SERVICE, PETITION WRITERS, STAMP VENDORS, TYPISTS AND JUICE BARS AT JUDICIAL COURTS COMPLEX SUB DIVISION NAKODAR TO BE HELD ON 04/06/2024 AT 2.00 PM AT NEW JUDICIAL COURT COMPLEX, JALANDHAR.

TERMS AND CONDITIONS

LEASING PERIOD 01.07.2024 to 31.03.2025

- 1. That each allottee shall undertake to make the payment of rent by 7th of every month and in case of Sunday/gazetted holidays or consecutive holidays, the amount shall be deposited on working day prior to these holidays.
- 2. That the amount of Rs.2000/- is required to be deposited as security which is refundable at the end of financial year, subject to clearance of all the dues.
- 3. Minimum rent price for one shop is fixed Rs. 8000/- per month. In case any allottee fails to deposit the rent as stated for consecutive two months his allotment shall stand cancelled.
- 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 changed without taking approval from the competent authority.
- 7. The allottee will not sell any intoxicants in the booth/shop/space allotted nor will he 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 PSEB 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. No use of heater/A.C. is allowed in the booth/shop/space allotted. 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 01.07.2024 to 31.03.2025, if he stops providing service mid-way then his security shall stand forfeited and security will not be

- 10. The allotee 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 Performa.
- 12. This contract shall be liable to be cancelled at any moment if the allottee is found carrying 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.
- 13. In case any dispute arises between the allottee and the management committee, it shall be referred to the Addl. Civil Judge (Sr. Divn.), of respective Sub Division, 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, Jalandhar, reserves right to reject the offer of any person without assigning any reason.
- 16. In case of violation, license/allotment can be cancelled and a fine of Rs.500/- to 1000/- per day can be imposed, which shall have to be deposited with the Civil Judge (Sr.Divn.), Jalandhar, within the given time.
- 17. The vacant possession of the booth/shop/space will be handed over on or before 05:00 PM on dated 31.03.2025.
- 18. That working/opening time of the booth/shop/space allotted will be from 8:00 AM to 7:00 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 depicted and it should be printed.
- 22. Small stationery items as approved by the Committee may also be kept in the booth/shop/space allotted.
- 23. The allottee/licensee 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, Jalandhar, 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 assigning any reason.
- 25. The successful bidder(s)/Contractor(s) of Canteen and Parking Stand at Judicial Courts Complex, Jalandhar, Nakodar and Phillaur, for the financial year 2024-25 are strictly bound to follow the instructions of Covid-19, if any, issued by the office of Ld. District & Sessions Judge, Jalandhar/Hon'ble High Court/Government from time to time in their respective premises.