

OFFICE OF THE DISTRICT & SESSIONS JUDGE, AMRITSAR

PUBLIC AUCTION NOTICE

It is notified that in accordance with *Hon'ble High Court's Judicial Courts Premises and Compound Fund Rules, 2013*, a Public Auction shall be held in the Judicial Courts Complex, Amritsar, on **20.03.2024** at **2.00 P.M.**, for the public utility services that are mentioned below, for Judicial Courts Complex at Ajnala, for the lease period from **01.04.2024 to 31.03.2025**. The aspiring bidders are directed to move an application in the office of Civil Judge (Sr.Divn.), Amritsar to the effect that they are willing to participate in the auction process for the public utility services and also to deposit the amount of Rs.10,000/- as an earnest money on **20.03.2024 by 12.30 P.M.** positively, in the office of Civil Judge (Senior Division), Amritsar.

The earnest money of unsuccessful bidders shall be returned on the same day. The detailed terms and conditions can be viewed on the website of this Court at districts.ecourts.gov.in/india/punjab/amritsar/notification

SITES AT JUDICIAL COURTS COMPLEX, AJNALA

Sr. No.	Name of Public Utility Service	Base/Reserve Price for the period from 01.04.2024 to 31.03.2025
1.	Cycle/Scooter/Car Parking	Rs.2,00,000/-
2.	Canteen (Shop No.3 Ground Floor)	Rs.65,000/-
3.	Photostat Shop (Shop No.2 Ground Floor)	Rs.30,000/-

The aspiring bidders can inspect the Site Plan of the aforesaid Public Utility Services on any working day, from the Superintendent of the office of District & Sessions Judge, Amritsar, by paying a fee of Rs.100/- in the form of Court Fee Stamp.

The successful bidders shall have to sign and follow the terms and conditions as well as the agreement form.

sd/-
District & Sessions Judge,
Amritsar.

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OFFICE OF THE DISTRICT & SESSIONS JUDGE, AMRITSAR



TERMS AND CONDITIONS

1. That the highest bidder shall be declared as successful contractor.
2. The District & Sessions Judge, Amritsar reserves right to reject the offer of any person/organizations/agencies without assigning any reason.
3. Every contractor aspiring to take part in auction shall have to deposit an amount of Rs.10,000/- in the office of the Civil Judge (Sr.Divn.), Amritsar, as an earnest money which shall be returned to unsuccessful bidders on the same day.
4. The contractor who has any outstanding dues towards this department shall not be allowed to participate in the auction.
5. **The 25% of the auction price i.e. total auction price calculated for the period from 01.04.2024 to 31.03.2025** will have to be deposited at the spot by the highest bidder and if the contractor/allottee fails to do so his earnest money deposited by him shall be forfeited and the auction shall be held again.
6. The remaining amount shall be paid within the period mentioned in the form of agreement and if the contractor/allottee fails to do so, the earnest money/entire security deposited by him/her shall be forfeited. The successful bidder shall have to furnish his/her identify proof, resident proof as well as his/her two passport size photographs in the office of the Civil Judge (Sr.Divn.), Amritsar, for record.
7. The concerned contractors/allottees will be responsible to maintain cleanliness in and around the canteen/shop as well as in parking area and will make own arrangements for disposal of the waste. The Committee concerned can inspect the canteen premises, shop and parking area and in case of violation of rules, the Committee concerned, under approval of the District & Sessions Judge, Amritsar and the Hon'ble High Court of Punjab & Haryana, Chandigarh, shall have the right to cancel the contract and forfeit the entire security deposits.
8. The concerned contractors/allottees will operate the shops during office working hours.
9. The contractors/allottees will not change the basic structure of the shops and will not sublet the same.
10. The allotment of shop/space allotted is non-transferable.
11. Contractor/allottee will not sell any intoxicants in the canteen/shop/space allotted nor he/she will allow anybody to misuse the premises of the canteen/shop/space. Narcotic/intoxicants or liquor service is strictly prohibited. There will be no smoking in the canteen/shop/space.
12. Canteen 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 cancelled, if he/she is found selling substandard products. The contractor will be liable under all laws particularly under the Prevention of Food Adulteration Act etc.

13. Contractor/allottee will be responsible for providing services from **01.04.2024 to 31.03.2025**. If he/she 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 service will be required to maintain highest level of cleanliness both in and around the 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 should be kept. Carriers should be kept for disposal of wastage as per rules. Fly killer should be kept. Canteen should be cleaned daily. The items must be properly covered to maintain cleanliness.
15. The contractor/allottee himself/herself will be responsible for the safety of the articles lying therein the shops/space allotted and the department will not be responsible in any manner.
16. The contractor/allottee shall not employ any person below the age of 14 years. No minor/bonded labour should be hired and the pay of employees will be given under the minimum wages Act.
17. The contractor/allottee will have to enter into the agreement as per prescribed proforma.
18. The canteen/shop will remain closed on Sunday/Court holidays.
19. All the bylaws and M.C. Rules will remain in force.
20. Small stationary items may also be kept in the canteen.
21. Boards showing the rate list of items being sold in the canteen as well as parking fee for vehicles shall be displayed.
22. That packed food items will not be sold at a price more than MRP printed thereon.
23. 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.
24. The Committee concerned, under approval of the District & Sessions Judge, Amritsar and the Hon'ble High Court of Punjab & Haryana, Chandigarh, reserves the rights to alter or vary any terms and conditions regarding leasing out the Canteen, Cycle/Scooter/Car parking and Photostat Shop at New Judicial Courts Complex, Ajnala.
25. The contractor/allottee shall be liable to pay any tax payable to Government on account of amount of auction or otherwise.
26. The contractor/allottee is not-allowed to carry on any illegal activity in the shop/space allotted.
27. The contract shall be liable to be cancelled at any moment, if the contractor/allottee 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 be forfeited and will not be refunded in any eventuality.
28. Contractor/allottee 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 & Photostat Shop holders. No use of heater/A.C. will be done in the Canteen/Shop.

29. Only two filled Gas Cylinders can be kept in the Canteen.
30. The contractor/allottee shall not be permitted to transfer the lease rights or part with possession of leased premises in favour of any third person.
31. Contractor/allottee shall bear all expenses and the contractor/allottee will be wholly and solely responsible for any dispute on account of non compliance with rules/instructions.
32. The vacant possession of the Canteen/Photostat Shop & Cycle/Scooter/Car Parking will be returned by the contractor on or before **12:00 P.M. on 31.03.2025.**
33. Cold water purifier will be installed by the Contractor of Canteen.
34. The contractor shall have to provide the facilities at parking stand for an amount of *Rs.5/- for bicycle; Rs.20/- for Scooter/Motor Cycle + Rs.10/- on re-parking (on the same day) at any number of times; Rs.30/- for Car/Jeep/Three Wheeler + Rs.20/- on re-parking (on the same day) at any number of times; and Rs.50/- for Commercial Vehicles.* Such list of rates shall have to be displayed by the lessee at some conspicuous place at the parking lot. In the event of the lessee being found charging over and above the said rates, he/she shall be liable to be fined for the first time to the tune of Rs.3000/-, for the second time to the tune of Rs.4000/- and for the third time to the tune of Rs.5000/-, thereafter the lessee being found indulging in over-charging, the lease of the parking premises shall be liable to be cancelled.
35. Necessary Banners/Boards will be installed.
36. Only two Photostat machines can be kept in the Photostat Shop.
37. Such other terms and conditions as may be announced at the spot at the time of auction.
38. The District & Sessions Judge, Amritsar reserves the right to make addition, alteration/change in any of the terms and conditions at any time and to cancel the auction or allotment, at any time, without assigning any reason.


District & Sessions Judge,
Amritsar. 

I agree with all the abovesaid terms and conditions.

(Signature of lessee)

FORM OF AGREEMENT

I _____ son of _____ aged _____ years
resident of _____ District _____ Tehsi
execute this deed of agreement in favour of the District Judge, Amritsar and in
respect of leasing _____ of _____ enclosures, in
Judicial Courts Premises, Ajnala, subject to the following terms and conditions,
which shall be strictly binding upon me:-

1. That I shall be the lessee of the above for a period from the 1st of April, 2024 to the 31st of March, 2025.
2. That I shall deposit immediately 1/4th of Rs. _____ the lease money, i.e. Rs. _____. The balance will be paid by 1st of May, 2024.
3. That I shall produce a surety who will execute a bond to the effect that he will be responsible to pay the lease money due to the District Judge in case I make default in paying the same.
4. That I shall keep no livestock in the Judicial Courts Complex.
5. That I shall make no additions or alterations of any sort to the enclosure leased to me.
6. That I shall afford ample protection for foodstuff and other eatables as approved by the Civil Judge (Sr.Divn.), Amritsar.
7. That in case of a breach of any of the above cited conditions on my part, the District Judge, Amritsar, may direct the said lease to be cancelled without further notice and that I shall not be entitled to claim a refund from the money deposited and that I shall compensate the District Judge, Amritsar for the loss suffered on account of releasing of the enclosure.
8. That on the expiry of the term of the lease, I shall vacate the enclosure leased to me and deliver possession thereof forthwith to the District Judge, Amritsar and no further notice of ejectment will be necessary.

In witness whereof, I _____ subscribe my name at _____
this _____ day of _____.

Witnesses:

1 _____

2 _____

(Signature of Lessee)