

**OFFICE OF THE DISTRICT & SESSIONS JUDGE
NEW DELHI DISTRICT: PATIALA HOUSE COURTS: NEW DELHI**

No. 10121 /Gen.Br./KIOSK COMMITTEE/NDD/2016

Dated: 22/7/16

To


The Administrative Officer (Judl.)
Website Committee, Tis Hazari, Delhi

Subject : Regarding uploading of Tender Notice on District Courts Website

Sir,

I am directed by the Ld. Chairperson, Kiosks Committee, New Delhi District to request your goodself to direct the quarter concerned to upload the enclosed tender notice in respect of tendering of Kiosk No. 01 at SDM Gallery, Patiala House Courts Complex, New Delhi District on the official website of Delhi District Courts at the earliest.

Thanking you,


(Ramesh Bhateja)
Administrative Officer (Judl.)
New Delhi District,
Patiala House Courts, New Delhi

Encl. : As above

“Annexure-C”

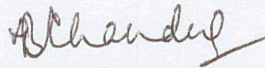
OFFICE OF THE DISTRICT & SESSIONS JUDGE, NEW DELHI DISTRICT, PATIALA HOUSE COURTS, NEW DELHI

TENDER NOTICE

Tenders (in sealed covers) are invited from differently abled persons who are suffering from different kinds of disability as per section 2(i) of The Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation), Act, 1995 for the allotment of Kiosk No.01 for the purpose of stationery / photocopy machine / PCO / STD booth only at SDM Gallery, Patiala House Courts Complex, New Delhi District on license basis. The size of the Kiosk is 2.30 meter length and 1.83 meter width.

Cost of Tender Form	:	Rs.200/- (only by demand draft)
EMD	:	Rs.9000/-
Security Money	:	Three time of bid amount.
Period of allotment	:	11 Months which can be extended by another two years subject to terms conditions as may be decided by the Office of Ld. District & Sessions Judge, New Delhi.
Minimum Licence Fee	:	Rs.3000/- per month
Date for obtaining of Application/bid form	:	25.07.2016 to 06.08.2016 till 1:30 pm
Date for submission of Application/bid form	:	26.07.2016 to 10.08.2016 till 3:00 pm
Place for submitting the Tender Form	:	Office of the A.O. (Judl.), General Branch, Facilitation Centre, New Delhi District, Patiala House Court
Place for obtaining tender form	:	Office of the A.O. (Judl.), General Branch, Facilitation Centre, New Delhi District, Patiala House Court
Date, timing & place for opening Tender	:	10.08.2016 at 04.00 pm (Wednesday) Judges' Lounge, Patiala House Courts, ND

The participants can obtain tender form alongwith other relevant details from A.O. (Judl.) / Branch Incharge, General Branch, New Delhi District from 25.07.2016 to 06.08.2016 till 01.30 pm (working days) by making payment of Rs.200/- (Rupees Two Hundred only), non refundable, by demand draft in the favour of "District & Sessions Judge, New Delhi District, Patiala House Courts, New Delhi.


(Anju Bajaj Chandna)
Chairperson
 KIOSKS COMMITTEE
 New Delhi District, PHC

Note : The applicant may also visit the Kiosk to be allotted before submitting the bid. Caretaker, Patiala House Courts may be contacted in this regard.

“Annexure-B”

**OFFICE OF THE DISTRICT & SESSIONS JUDGE, NEW DELHI DISTRICT, PATIALA
HOUSE COURTS, NEW DELHI**

Tender application form for the allotment of Kiosk No.01 at SDM Gallery,
New Delhi District, Patiala House Courts.

Cost of tender form : **Rs.200**
(Only by demand draft)

Date for obtaining the tender Form (working days) : **25.07.16 to 06.08.16 till 1:30 pm**

Date for submitting the Tender form : **26.07.16 to 10.08.16 till 3:00 pm**

Date, timing & place for Opening of tender form : **10.08.2016 at 04.00 pm, Judges' Lounge, PHC, ND.**

Place of Tender Box : **General Branch, Facilitation Centre, New Delhi District.**

Affix here your recent passport size photograph

(The Minimum Licence Fee of Kiosk No.01 has been fixed as Rs.3,000/-. The basic terms & conditions are attached herewith)

Note : Application form should be filled in Capital Letters only)

Bid Amount : _____

Name of the applicant : _____

Father's Name/Husband's Name : _____

Date of Birth : _____

Permanent Address : _____

Correspondence address (Proof to be attached) : _____

Mobile Number : _____

PAN No. : _____

Nature of disability : _____

Date of issuance of disability Certificate (Please attach a copy of certificate) : _____

Has the applicant ever been blacklisted by any Govt. Department, If yes, give details : _____

Is any criminal case pending Against the applicant in any Court of law if, so give details : _____

(Signature of applicant)

Name : _____
Mobile/Phone No. _____

TERMS AND CONDITIONS FOR CONTRACT OF KIOSK NO.1 AT SDM GALLERY, PATIALA HOUSE COURTS COMPLEX, NEW DELHI DISTRICT

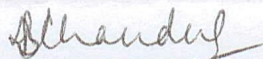
1. The tender form complete in all respects be put only in tender box placed in Office of A.O. (Judl.), General Branch, Facilitation Centre, Patiala House Courts Complex, New Delhi District before 26.07.2016 to 10.08.2016 till 3.00 pm, which will be opened on 10.08.2016 (Wednesday) at 04.00 pm in Judges' Lounge, Patiala House Courts Complex, New Delhi District by the Committee.
2. The allotment of Kiosk No. 1 at SDM Gallery, Patiala House Courts Complex, New Delhi District for the purpose to run stationery / photocopy machine / PCO / STD booth.
3. The allotment of above said kiosk is only for differently abled persons under the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995 in compliance of the order dated 26.05.2016 passed by Hon'ble High Court of Delhi in WP (C) No. 1354/2016 & CM No. 5875/2016 & CM No.5875/2016 titled as Lalit Nautiyal Vs. District & Session Judge, & Ors.
4. The tender form shall not be accepted by other means like Courier, Post, speed post etc.
5. The tender forms received after due date and time, shall not be accepted by the General Branch, Patiala House Courts Complex, New Delhi District in any case.
6. The allotment shall be initially for a period of 11 months on license basis, from the date of allotment and can be extended for a further period of two years subject to appropriate enhancement in licence fee on such extension.
7. That the license is renewable after the expiry of 11 months or for further next two years and license fees shall be increased after every 11 months at the rate of 10%.
8. That the tender form should be accompanied by demand draft for an amount of Rs.9,000 (Rupees Nine Thousand only) as EMD in favour of "**District & Sessions Judge, New Delhi District, Patiala House Courts.**" This amount will be adjusted towards the security deposit of the successful applicant and the EMD of unsuccessful bidders shall be returned after completion of tender proceedings.
9. That the successful applicant will be required to deposit interest free security money three times of the bid amount by way of Bank Draft in favour "**District & Sessions Judge, New Delhi District, Patiala House Courts.**" which shall be refundable at the time of settlement of all accounts at the expiry of license agreement or in case of termination of license as the case may be.
10. The Minimum Licence Fee of Kiosk No.01 has been fixed as Rs.3,000/- per month and if the licence fee and other charges payable are not paid continuously for a period of three months, the licence shall stand automatically cancelled/revoked and the

possession of the kiosk shall be taken back from the allottee without any prior notice. This will be without prejudice to the right of authorities concerned to recover the outstanding dues in accordance with law.

- 11. The allottee will pay the license fee in advance by 5th of every calendar month. If last day happens to be a holiday than on the following working day.
- 12. In case of default in payment of license fee, the licensor will be charged interest @ 18% per annum.
- 13. In case, the allottee is desirous to terminate the contract within a period of two months after the allotment of above said Kiosk, New Delhi District, Patiala House Courts, New Delhi, the security money deposited by the licence shall be forfeited by the office of Ld. District & Sessions Judge, Patiala House Courts, New Delhi.
- 14. The allottee shall keep the said Kiosk neat and clean and will not damage it or allow any thing to be done therein which may endanger shops/kiosk by damage or fire or otherwise.
- 15. That the allotment of the said Kiosk in favour of the applicant is purely on temporary basis which can be revoked at any time without assigning any reason, and in the event of revocation of the license on account of breach of any of the terms and conditions of the license, the applicant shall be bound to vacate the place/premises within one week of the notice of the revocation of the license by the competent authority and shall not claim any compensation.
- 16. The allottee will obtain electricity connection directly from the concerned authorities and will be responsible of the payment of bills directly to the concerned authorities under intimation to the Ld. District & Sessions Judge, New Delhi District, Patiala House Courts. In case of default, the licence shall be liable to be cancelled and arrears shall be recoverable as per law and / or from the security amount.
- 17. The allottee will be required to vacate the said Kiosk, at New Delhi District, Patiala House Courts peacefully and hand over its possession in good condition to the Ld. District & Sessions Judge, New Delhi District, Patiala House Courts, New Delhi on expiry/termination of the licence deed.
- 18. That allottee will be required to serve two months advance notice after clearance of all dues in case of surrender of said Kiosk before expiry of the license agreement.
- 19. The allottee shall not sublet, assign or otherwise part with possession or transfer the use of the premises to anyone or to use it as residence or for any unlawful activity or otherwise than the purpose for which it has been permitted.
- 20. The District & Sessions Judge, New Delhi District, Patiala House Courts shall not be held responsible or liable for any loss or damage occurring to any goods, stores or articles, etc of the allottee for any reason whatsoever.
- 21. The dealings of the allottee and its staff with the customers shall be polite and courteous.
- 22. The allottee shall comply with the instructions issued from time to time by the District & Sessions Judge, New Delhi District, Patiala House Courts, New Delhi.

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23. The allottee will not make any additions or alterations in above said Kiosk at New Delhi District, Patiala House Courts, New Delhi and in case allottee is found violating the terms and conditions, he/she will be held liable to pay damages and restore the shop/kiosk to its original position and even the licence can be cancelled on this ground alone.
24. The arrears of licence fee and other charges, if any, will be treated and recovered as arrears of land revenue.
25. The above said Kiosk shall remain open during usual working hours. No unlawful activity will be done in the shop/kiosk.
26. The allottee shall not employ any child below the age of 14 years for the purpose of working in shop/kiosk as per the prevalent Labour Law.
27. The public premises (Eviction of unauthorized occupants) Act, 1971 with its amendments from time to time will normally be applicable to the premises in question for the purpose of ejection. In addition, in case of violation of any terms and conditions or misconduct, the District & Sessions Judge, New Delhi District, Patiala House Courts, New Delhi shall be entitled to use reasonable force for ejection of the licensee, without recourse to the Public Premises (Eviction of unauthorized occupants) Act, 1971, or any other law.
28. The Kiosks Committee in its discretion may reject or accept any or all the quotations/tenders at any time without assigning any reasons.
29. The allottee will not violate any municipal by laws and other laws of Govt.
30. The above said terms and conditions will be incorporated in the agreement to be executed on a Non-Judicial paper of Rs.100/- and the cost of the same will be borne by the successful allottee.
31. Any other condition may be imposed on the successful tenderer at the time of placing of order/contract.



(Anju Bajaj Chandna)
Chairperson

KIOSKS COMMITTEE
New Delhi District, PHC