

File No. 2/9-7/2023-24



DAMAN MUNICIPAL COUNCIL

TENDER DOCUMENT FOR AUCTION OF
STALL ON RENT OF DAMAN MUNICIPAL COUNCIL
Year 2023-24

Scheduled of Auction of (phase III) Stalls of Daman Municipal Council.

1	Name of tender	Auction of (phase III) stalls of Daman Municipal Council.
2	Minimum rent limit	As per Point No. 20
3	Start date of registration for participating in auction on https://daman.nic.in	Date : 12/10/2023
4	End date of registration for participating in auction on https://daman.nic.in .	Date : 16/10/2023
5	Earnest Money Deposit.	Rs. 10000:00 in F.D.R.
6	Last date for submission of mandatory documents with EMD & auction fee in form of DD.	Date : 19/10/2023 6:00 P.M.
7	List of mandatory documents	The bidder is required to attach the identity proof and address proof, EMD, Passport & Declaration.
8	Cost of offer documents	Free of cost
10	Auction of Stalls:-	<p><u>Phase III Stalls at Municipal Market, Char Rasta, Nani Daman., Daman:-</u></p> <p>Counter Type - A Stall no. 13,22,29,30,31,32,33,34,35 & 48</p> <p>Counter Type - B Stall no. 1,2,3,4,5,8,9,10,11,12,13,16,17,18,19,20,21,22,24,25 & 26</p> <p>Counter Type - C Stall no. 2,9,10 & 13</p>

TERMS AND CONDITIONS OF AUCTION FOR ALL TO MENT OF STALLS ON RENTAL BASIS.

1. To participate in this auction, the bidder shall register himself on the DMC by give all the required details and paying registration fee if any after agreeing upon various terms and conditions.

2. **Procedures for allotting stalls to the bidders:**
 The Chief Officer, Daman Municipal Council or the Administrative Officer, Daman Municipal Council shall have right to withdraw any stalls from the auction. He may accept or reject any bid/offer or may stop any bidder at any stage of auction from bidding without assigning any reason thereof. No appeal against above action by the Department shall be entertained. Person intending to participate in auction lope shall have to pay EMD in FDR form for the **amount Rs. 10000/-** and auction fee **Rs.5000/-**(Rs. Five Thousand only) on the DMC.
 The EMD, identity proof, Address proof, Election Card, Indian Passport, Driving Licence, Bank Details, and all tender related documents shall be submitted in physical in DMC office in single sealed envelope.
 The rent shall increase by 5% every year i.e. in the second and the third year, with the lease being applicable for the period of 3 year only. Thereafter only a fresh auction/lease may be entered into.

3. That the Lessee shall on or before the execution of this deed deposit with the Council as Security Deposit corresponding to three month's rent of said Stall for the due performance and fulfillments of the Terms & Conditions of this deed. The Municipal Council shall return the Security Deposit to the Lessee, after adjusting amount of rents if any found due and payable by the Lessee to the Municipal Council under this Deed, on the expiry of the Lease period. The said amount of Security Deposit shall not carry any interest.

4. That the Lessee shall not be permitted to do anything in the leased premises which may be a nuisance, annoyance, or disturbance to the Lessor or occupiers of other neighboring shop/stall or premises in the vicinity, nor he/she can use the same as a godown.

5. That the Lessee shall not :-

- a) Sub-let, or transfer in any manner to said stall;
- b) Carry out any structural alteration, addition or do any changes to the said stall;
- c) Display or fix any board on walls of the said building;
- d) Keep the said shop/stall closed without business activities for a continuous period of ninety days without the previous consent in writing of the Municipal Council;
- e) Cause or damage the said stall or any part of the building;
- f) Stock or store any explosives or corrosive goods or materials in the said stall;
- g) Keep, exhibits display or expose goods or materials or put any obstructions on or occupy the passage, side-wall or footpath of the said building;
- h) Display or fix almirah or show case or hang any selling product in the footpath or passage or on walls of the said building;

6. That the Lessee shall;

- a) Keep the said _____ and the passage adjoining thereto the surrounding places in clean and hygienic condition;
- b) Obtain all the necessary licences from the competent authorities, before carrying out any business activity in the said stall, including the Shop and Commercial Establishment licence issued by the Daman Municipal Council
- c) Display the licence and other documents issued by DMC, and also all other authorities if so required as per the nature of the business, prominently visible place in the said stall
- d) Bear and pay to the concerned authorities, the installation charges of electricity and water connection;

- e) Permit the Chief Officer or any other officer of the Daman Municipal Council authorized in writing by him /her to inspect the said stall;
 - f) Permit the Chief Officer or any other officer or official or personnel authorized in writing by him/her to enter upon the said stall for the purpose of carrying out repairs thereto or to the said premises by giving the lessee Seven days advance notice;
 - g) Dump the sweeping, dirt, or any kind of solid waste materials in their own wet and dry covered clean dustbins placed at their stall;
7. That the lessee not be permitted to do anything in the Leased premises which may be a nuisance, annoyance or disturbance to the Lessor or occupiers of the other neighboring stalls or premises in the said market building or in the nearby area.
8. That during the continuance of the present Lease, the Lessee will keep the premises leased out fully Insured in the Joint names of the Lessor and the Lessee against any damage by fire, earthquake, natural or manmade disaster. In its full market value with the Life Insurance Corporation of India or any other authorized agency, and will produce the Policy and Receipts of payment to the Lessor on demand, or in the event of any building or part thereof be destroyed during any natural or manmade disaster, all the money received against the respective claim from the Insurance Corporation shall be spent in rebuilding and / or repairing the premises.
- 9 (a). If the Lessee commits default or breach of any of the terms and conditions of this lease the Municipal Council shall be entitled to determine the lease by giving to the lessee 30 days notice in writing.
- (b).The Lease so determined by lessor, the lessee shall hand over, quit, vacate and give peaceful possession of the said stall to the Municipal Council as per the provision contained in clause 12 herein.

10. That If the lease is determined prematurely on account of default or breach of any terms and conditions of this deed by the lessee or in the event of premature determination of the lease, the Municipal Council shall be entitled to forfeit the Security Deposit. The Lessee shall be liable to pay to the Council up to date rent of the premises and shall not claim any adjustment of the rent towards the amount of the Security Deposit.
11. The Stamp and registration charges of this deed to be borne and paid by the lessee.
12. That all amount payable under this Deed by the said Lessee to the Municipal Council may without prejudice to any other mode of recovery be recovered by the Council from the Lessee in the manner provided in the Daman and Diu Municipalities (Amendment) Regulation, 2004 and the rules and bye-laws and made there under.
13. The Lessee shall accept the said stall on "as is where is" basis.
14. That In case of any dispute or difference arising between the Municipal Council and the Lessee as regards Interpretation of Implementation of this agreement, the same shall be referred to the Arbitrator as laid down in the Arbitration Act, 1940 and the decision of the Arbitrator shall be final and binding on the parties.
15. That the lessee at the expiration of the lease or soon after determination of the lease will quietly deliver unto the lessor the leased premises provided that the lessee shall be at liberty if he/ she will have paid all the rent due and all Municipal and other taxes and assessments then due shall have performed and observe the covenants and conditions herein continued prior to the expiration of the said term to vacate the premises in good order to the satisfaction of the lessor.

16. That in the event of Death or dissolution of the lessee, the person to whom title shall be transferred as legal heir or successor or otherwise, shall cause notice to be given to the lesser within three months from the date of occurrence failing which the Municipal Council shall auction the stall afresh and no transfer shall be permissible.
17. That whenever the rent hereby reserved shall be in arrears for three months whether the same shall have legally demanded or not, the lesser shall have the right to terminate the lease without any compensation, provided that the Lesser shall have given to the Lessee a notice in writing of its intention to do so and of specific breach or breaches on covenants.
18. These stalls will be allotted initially for the period of three (3) years on rental basis. However after three years period the same stalls will be allotted as decided by the Council. The cost of registration of the lease of stalls shall be borne by the bidder.
19. The rent of stalls will be increased by 5% every year.
20. The minimum rent of each stall is mentioned below:

Municipal Market, Nani Daman		
Stall Numbers	Area in Sq. Mtrs.	Rent/ Month in Rs.
Stall No. A-13	2.467	3000.00
Stall No. A-22	2.467	3000.00
Stall No. A-29	2.467	3000.00
Stall No. A-30	2.467	3000.00
Stall No. A-31	2.467	3000.00
Stall No. A-32	2.467	3000.00
Stall No. A-33	2.467	3000.00
Stall No. A-34	2.467	3000.00
Stall No. A-35	2.467	3000.00
Stall No. A-48	2.467	3000.00
Stall No. B-1	1.875	2500.00
Stall No. B-2	1.875	2500.00
Stall No. B-3	1.875	2500.00
Stall No. B-4	1.875	2500.00

Stall No. B-5	1.875	2500.00
Stall No. B-8	1.875	2500.00
Stall No. B-9	1.875	2500.00
Stall No. B-10	1.875	2500.00
Stall No. B-11	1.875	2500.00
Stall No. B-12	1.875	2500.00
Stall No. B-13	1.875	2500.00
Stall No. B-16	1.875	2500.00
Stall No. B-17	1.875	2500.00
Stall No. B-18	1.875	2500.00
Stall No. B-19	1.875	2500.00
Stall No. B-20	1.875	2500.00
Stall No. B-21	1.875	2500.00
Stall No. B-22	1.875	2500.00
Stall No. B-24	1.875	2500.00
Stall No. B-25	1.875	2500.00
Stall No. B-26	1.875	2500.00
Stall No. C-2	2.527	3100.00
Stall No. C-9	2.527	3100.00
Stall No. C-10	2.527	3100.00
Stall No. C-13	2.527	3100.00

Minimum increase in bid shall be Rs. 200/-.

The service charge as applicable time to time shall have to be paid by the tenants separately. Such service charges shall be collected by the Council from the tenant's along with the rent and in turn shall pay to the concern authority.

21. The highest bidder must deposit **Rs.15,000/-** through D.D. or Online transfer in favour of Chief Officer, Daman Municipal Council, immediately otherwise his allotment will be cancelled and amount of earnest money deposited by him will be forfeited.
22. The successful bidder must deposit remaining amount i.e. **Rs.25,000/-** within 30 days of intimation of allotment to him otherwise his allotment will be stand cancelled and amount already deposited with Daman Municipal Council, will be forfeited and the same shop will be given through auction again.
23. The amount of **Rs.40,000/-** will be permanently deposited with Daman Municipal Council on account of any damage to the property of DMC or non-payment of rent. The Daman Municipal Council will

allot the common toilet to NGO for running it on "pay and use" basis, this common toilet shall be utilized by the tenants on "pay and use" basis. No separate toilet or urinal will be allowed in shop as well as in open space. In addition to rent **Rs.500** per month per stall shall be paid by each stall to NGO and this toilet shall be kept open for public use.

24. The rent deed/agreement shall be executed only after the payment of deposit within stipulated period.
25. The allotment of stall to the eligible and successful bidder shall be given by the Chief Officer on full payment of amount of deposit to the council and on execution of agreement/rent deed on proper stamp paper costing Rs.100/- (Rs. One hundred only) in prescribed format. The cost of stamp paper and other incidental charges shall have to be borne by the successful bidder/allottee.
26. Further, internal agreement between two stall keepers can be done. A stall keeper can merge two shops (can extend their stalls) with having mutual understanding between both and by having prior permission from Chief Officer, Daman Municipal Council, and may run the stall accordingly. The shopkeeper while leaving the stall must repair and make the stall as it was. If he is doesn't than the deposit amount will be forfeited. For this merging charges of Rs. **30,000/-** shall be paid to DMC.
27. Transfer of stall by the allottee/stall-holder/tenant is not allowed. The Lease is non Transferable. If any case of Subleasing/ Subletting is found the lease shall be terminated immediately. In the event of death of the allottee/tenant or dissolution of the firm, the title may be transferred on monthly rent to the legal heirs or successors, in such case the transfer fees and other incidental charges shall be recovered from legal heir/successors. The final decision shall be taken by the Chief Officer.

- 28.** The stall-holder/allottee/tenant or his/her servant can make changes in electrical wiring, fittings etc. carried out by the Municipal Council with prior permission of the Chief Officer, Daman Municipal Council, Daman. The stall-holder/allottee/tenant or his/her servant can extend the stall with permission of Chief Officer, Daman Municipal Council, Daman and with permission of the other stall-holder. If at any time it is found that due to structural changes made which directly or indirectly is effecting the stability of the building, the said deed shall be cancelled immediately and the stall-holder/allottee/tenant will be prosecuted and the stall impounded with risk and cost of the defaulter stall-holder/allottee concerned.
- 29.** The stall-holder/allottee/tenant shall have to pay himself any electrical bill, telephone bill, water bill, charges on account of fire safety and security of article within the shop, any other charges leviable by the Council and Government. The Daman Municipal Council will not be responsible for any kind of such payment in any circumstances. The tenants shall be solely responsible for discontinuation of any service due to nonpayment of bills etc.
- 30.** The stall-holder/allottee shall compulsory install fire safety equipment in the stall.
- 31.** The stall-holder/allottee shall not utilize any additional common space other than the allotted area of stall. The encroachment in service passage, staircase area and other open space shall not be allowed.
- 32.** The allottee shall compulsorily avail Commercial License from the Municipal Council. The allottee shall utilize the stall allotted to him/her only for the purpose mentioned by him/her in his/her online Commercial License application/allotment order for allotment of stall. If any time the allottee intends to change the use prior permission of the Chief Officer, Daman Municipal Council has to be obtained.

However, under no circumstances, the sale of articles that are objectionable, prohibited or injurious would be permitted.

33. If the allottee, after handing over the possession of the stall, desires to surrender the stall in less than 12 months from the date of allotment, the rent of 1 year will be deducted from deposit paid by the allottee
34. The allottee/stall-holder/tenant under any circumstances shall not be allowed to indulge into any kind of criminal activities, gambling etc. in the allotted premises and shall not use the stall and its surrounding area for following works and sale:
- i. Workshop or any business which required electrical motor more than 1 HP capacity.
 - ii. Any kind of manufacturing unit.
 - iii. Sale and storage of articles like meat, beef and fish and hotel purpose (only vegetables light refreshment purpose will be allowed).
 - iv. Any kind of explosive articles including crackers, cooking gas, etc.
 - v. Sale and storage of objectionable, prohibited and injurious articles.
 - vi. Sale and storage of explosive and injurious chemicals.
 - vii. Any articles generating bad odour and creating environmental pollution.
 - viii. Any kind of automobile garage, cycle store or its maintenance, repairing etc.
 - ix. For Residential purpose.
 - x. To display or exhibit pictures, posters statues or other articles which are repugnant to the morale are of indecent, immoral or other improper character.
 - xi. To display or exhibit any advertisement or placard or put up a hoarding part of the interior or exterior other than those permitted expressly in writing by Daman Municipal Council, Daman.
 - xii. To keep any animals or conveyance in or outside the stall/premises.
 - xiii. The selling of Tobacco & Tobacco related product and intoxicated materials shall be prohibited.

35. The Application form described with the type and nature of business/stall which is proposed to be established. If it is found that any time the nature of business/stall is violating the conditions **No.(34)** above, and/or found to be reasonably objectionable which may harm and/or bring nuisance of any kind to the area, the stall will be closed/allotment will be cancelled forthwith after giving sufficient opportunity to be heard. The order of Chief Officer, DMC, Daman will be binding to all.
36. The Chief Officer, Daman Municipal Council or its authorized agents reserve the right to inspect the stall at any time without giving due notice to the allottee/stall-holder.
37. The Daman Municipal Council shall have the right to alter any terms and conditions in future.
38. In the event of any dispute or question arising as to the interpretation of any condition, words etc. appearing, herewith it shall be referred to the Chief Officer, DMC and his decision there on shall be final and binding to both the parties and no claim of any kind of such interpretation will be entertained. However, the appellant authority will be the Collector/Director (Muni. Admin.),Daman. By participating in this tender, the applicant is agreeing to the fact that the dispute shall be sent to an arbitrator appointed by Director (MA) and the decision of Arbitrator shall be final. The Civil Court shall have no objection for the same.
39. The allottee/stall-holder shall not be entitled to get its/their name entered in to the record of the Government and Municipality; the property will remain on the name of the Daman Municipal Council only. Successful tenants have to execute the agreement with the Council for regular payment of rent and for fulfillment of the all above conditions. The allottee shall have to pay the property tax, advertisement tax and all other taxes to the council.

40. At any time, if Council requires any or all stalls, in interest of general public or for providing better services to the citizens, the tenants shall be given prior notice of three months period for vacating the premise's and on expiry of such notice period the allottee/tenants shall without any further notice from the Council vacate the premises and handover the peaceful possession of the said stalls to Chief Officer in the same good condition as he/she received it from the Council, normal wear & tear being excepted, however, in such cases, the Council shall take all actions for rehabilitation of the affected tenants by allotting the stalls available at other places within the area of Council with new terms and conditions and in case if rehabilitation is not possible, the security deposit will be released to the allottee/tenants immediately after taking possession of the stalls without interest.
41. After closing of the bid or bidding evaluation and finalization process, If bidder revokes bid, refuse to agree with the bid quoted or try to disobey any clause of the "**Terms and conditions of Auction for allotment of stalls on rental basis**" Rs. 1,00,000/- penalty will be imposed and legal action will be initiated on the bidder.



(Dr. Sanjam Singh)
Chief Officer,
Daman Municipal Council,
Daman.