



DAMAN MUNICIPAL COUNCIL

DOCUMENT FOR AUCTION OF
PASSENGER SHED ON RENT OF
DAMAN MUNICIPAL COUNCIL
Year 2024-2025

Scheduled of Auction of Passenger shed for purpose of Opening of restaurant/cafeteria.

1	Name	Auction of passenger shed in Nani Daman Jetty for operating a restaurant/cafeteria.
2	Minimum rent limit	As per Point No. 20
3	Start date of registration for participating in auction	03/12/2024
4	End date of registration for participating in auction	11/12/ 2024 12:00 a.m.
5	Earnest Money Deposit.	Rs. 20,000/-
6	Last date for submission of mandatory documents with EMD & auction fee in form of DD.	11/12/2024 5:00 p.m.
7	List of mandatory documents	The bidder is required to attach the identity proof and address proof, EMD.
8	Cost of offer documents	Free of cost

TERMS AND CONDITIONS OF AUCTION FOR PASSENGER SHED FOR PRRPOSE OF OPERATING OF RESTAURANT/CEFETERIA ON RENTAL BASIS.

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

2. Procedures for allotting Passenger Shed to the bidders:

The Chief Officer, Daman Municipal Council or the Administrative Officer, Daman Municipal Council shall have right to withdraw bidder 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. 20,000/- and auction fee Rs. 2,000/- on the DMC.

The EMD, identity proof, Bank Details, and all tender related documents shall be submitted in physical in DMC office in single sealed envelope.

Lease shall be applicable for 05 years extendable to a further of 05 years depending on the efficiency of the bidder and the cleanliness and working of restaurant.

3. That the Lessee shall on or before the execution of this deed deposit with the Council as Security Deposit corresponding to one month rent of said passenger shed 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 or premises in the vicinity.
5. Lessee shall use the as serving area and the Passenger shed be used as a restaurant. Lessee shall be allowed for constriction in the shed place according to existing rule, Moreover, lessee shall be allowed to place chairs & table in the Passenger shed area.
6. That the Lessee shall not:-
 - a) Sub-let, or transfer in any manner to said Passenger shed of DMC;
 - b) Cause or damage the any part of the Passenger shed;
7. That the Lessee shall;
 - a) Keep the said area and the passage adjoining thereto the surrounding places in clean and hygienic condition;
 - b) Permit the Chief Officer or any other officer or official or personnel authorized in writing by him/her to enter upon the said Passenger shed for the purpose of carrying out repairs thereto or to the said premises by giving the lessee Seven days advance notice;
 - c) Dump the sweeping, dirt, or any kind of solid waste materials in their own wet and dry covered clean dustbins placed at their Passenger shed;
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.
- 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 Passenger Shed to the Municipal Council.

10. Design and architectural plan of the premise shall be ratified by the chief officer after winning of the bid.
11. No kind of permanent construction shall be allowed without the approval of ASI and it is the responsibility of the bid winner to get all necessary approvals.
12. 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.
13. The Stamp and registration charges of this deed to be borne and paid by the lessee.
14. 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.
15. The Lessee shall accept the said Passenger shed on "as is where is basis" and return it after lease period in the same condition.
16. 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 Director of Municipal Administration and the decision of the D.M.A shall be final and binding on the parties.
17. 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.
18. 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.

19. These Passenger shed will be allotted initially for the period of five **(05)** years on rental basis extendable after to Ten years period the same Passenger shed will be allotted as decided by the Chief Officer. The cost of registration of the lease of Utilization of land shall be borne by the bidder.
20. The rent of Passenger shed will be increased by 05% every year for 2 years, after which it shall increase 10% for the third year and subsequently 5% each year after that:
21. 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.
22. The minimum rent of minimum Passenger Shed is mentioned below:

Municipal Passenger shed, Nani Daman		
Name	Area in Sq. Mtrs.	Rent/ Month in Rs.
Passenger shed, Nani Daman Jetty.	53.2	18,000:00


23. The successful bidder must deposit i.e. **Rs.20,000/-** 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 Passenger shed will be given through auction again.
24. The rent deed/agreement shall be executed only after the payment of deposit within stipulated period.
25. The allotment of Passenger shed 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. The 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.
27. Lessee shall be able to charge the interiors of the Passenger shed after approval of the design.

28. The holder/allottee/tenant shall have to pay himself any electrical bill, water bill, charges on account of fire safety and security of article within the Passenger Shed, 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.
29. The holder/allottee shall not utilize any additional common space other than the allotted area of Passenger shed. The encroachment in other open space shall not be allowed.
30. If the allottee, after handing over the possession of the Passenger shed, desires to surrender the Utilization of land in less than 12 months from the date of allotment, the rent of 1 year will be deducted from deposit paid by the allottee.
31. The allottee/ Passenger shed -holder/tenant under any circumstances shall not be allowed to indulge into any kind of criminal activities, gambling etc.

(a) To keep any animals or conveyance in or outside the Passenger shed premises.
32. Maintenance of the Passenger shed in the condition that it was handed over in shall be responsibility of lease, further responsibility of 24 hr. watchman shall also lie on lessee.
33. The Application form described with the type and nature of Passenger shed which is proposed to be established. If it is found that any time the nature of property is violating the conditions **No. (29)** above, and/or found to be reasonably objectionable which may harm and/or bring nuisance of any kind to the area, the Utilization of land 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.
34. The Chief Officer, Daman Municipal Council or its authorized agents reserve the right to inspect the Passenger shed at any time without giving due notice to the Agency.
35. The Daman Municipal Council shall have the right to alter any terms and conditions in future.
36. 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 ageing 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.

37. The allottee Passenger shed of DMC 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.
38. 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 Passenger Shed on rental basis"** Rs. 1,00,000/- penalty will be imposed and legal action will be initiated on the bidder.


It **Administrative Officer**
Daman Municipal Council,
Daman.