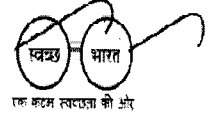




DAMAN MUNICIPAL COUNCIL, DAMAN.
OFFICE OF THE CHIEF OFFICER, FORT AREA,
MOTI DAMAN, 396220
Ph 0260 2230879 , 2230666



email : codmc-daman-dd@nic.in

codmc.daman@gmail.com

No सं. 2/10-7/DMC/2025-26/136

Dated : 17-04-2025

AUCTION NOTICE

The public in general is hereby notified that the Auction to Implement, Operate, Manage and maintain Electric Scooter, E-bike services, Segaways at Namo Path, Ram Setu and Night Market admeasuring area within the city limit at Moti Daman and Nani Daman will be held on 25/04/2025. The interested bidders have to register by paying Rs. 1000/- (non refundable) as auction fees and shall have to deposit amount as EMD in FDR form at DMC Office before 24th April 2025.

The details terms and conditions will be available in the on the website www.daman.nic.in and <https://dmcdaman.in>.

(Dr. Sanjam Singh)

Chief Officer
Daman Municipal Council
Daman.

Copy submitted for kind information to :-

(1) The President, DMC, Daman.

Copy to :-

(1) The Director (IT), Daman, for wide publicity on web site ddd.gov.in and dmcdaman.in

(2) The Field Publicity Officer, Daman, for wide publicity.

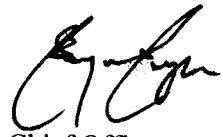
Copy to be affixed at all the Notice boards for wide publicity.

TERMS AND CONDITIONS FOR THE AUCTION FOR CONCEPTUALIZE, IMPLEMENT, OPERATE, MANAGE AND MAINTAIN ELECTRIC SCOOTER, E-BIKE SERVICES, SEGAWAYS ON RAM SETU, NAMO PATH AND NIGHT MARKET WITHIN THE CITY LIMIT AT MOTI DAMAN AND NANI DAMAN. IN TERMS OF PROVISIONS OF SECTION 90 OF THE DADRA AND NAGAR HAVELI AND DAMAN AND DIU MUNICIPAL COUNCIL REGULATION 2004,

1. The Contract period refers to the period of 1 year from the date of signing of the contract.
2. The interested party has to deposit an amount of **Rs. 10,000/- (Rupees Ten Thousand only)** to the Municipal Treasury, Daman Municipal Council, Daman as an Earnest Money Deposit for taking part in the auction which will be refunded to unsuccessful bidder except to the first highest and the second highest bidder.
3. In addition to the Earnest Money Deposit referred above the interested person has to deposit an amount of **Rs.1000.00 (Rupees One thousand only)** to the Municipal Treasury for taking part in the auction proceedings which would be non-refundable.
4. The final bid will be accepted only in the name of the person who has paid Earnest Money Deposit and in no case bid should be transferred to any other person.
5. The person on whose name the Earnest Money is Deposited will have to be present in the auction and final bid will be accepted under his signature only.
6. If more than one persons in the form of a Company / Partner is taking part in auction, they have to produce partnership deed duly executed before the competent authority and an authority letter in favour of any one of the partners to offer the bid in auction and to accept the highest bid which will be binding to other co-partners/ Directors.
7. The Earnest Money Deposit of second highest bidder will be refunded after finalization of contract / agreement of first highest bidder.
8. Electric point to be provided by the agency and the bill for electricity will be paid by the agency.
9. The Agency shall ensure safe and responsible operation of the E-bike, Electric kick Scooter etc.
10. The Agency shall provide necessary safety gear and instruction to users.
11. The Agency shall comply with all applicable laws and regulation.
12. The successful bidder has to deposit an amount of **two month rent** of highest bid as a **Security deposit** in cheque /DD in the Municipal Treasury, Daman Municipal Council, Daman, which will be refunded on expiry of the contract after having ascertained the fulfillment of all the terms and conditions of the contract. No interest will be paid on said security deposit.
13. The security deposit should be paid to the Municipal Treasury, Daman Municipal Council, Daman within **10 (ten)** days from the date of receipt of intimation of acceptance of the final bid failing which the second highest bidder will be offered the contract and the Earnest Money Deposit of the first highest bidder will be forfeited in favour of Daman Municipal Council.
14. The second highest bidder has to accept the contract in the event first highest bidder fails to do so failing which his Earnest Money Deposit also will be forfeited.
15. On acceptance of the bid the Contractor will have to execute a contract / an agreement with the Daman Municipal Council in terms of provisions of Section 90 of Dadra and Nagar Haveli and Daman and Diu Municipal Regulation,2004.
16. The Agency shall have to pay the finalized highest bid in equal installments as under :-
 - The installment must be paid at the completion of every Thirty days..

- On the event of non payment of installment within the above referred stipulated time period, the contract / agreement will be terminated immediately, and the security deposit will be forfeited.
 - No relief in payment of installment or part payment of installment shall be granted to the Contractor by the Municipal Council.
 - If the Contractor fails to deposit 4 consecutive installment (i.e. for 4 months) the contract would be terminated and the Security Deposit will be terminated and the proceeding to attach the property of the contractor would be initiated.
17. The Contract of levy of Permission fees is for the period prescribed at condition No. 1 but, if the Daman Municipal Council desires to extend it for further period until new contract comes into force, the Contractor has to pay the monthly installment as per previous month otherwise proceedings may be initiated for recovery of the Municipal dues, pro-rate basis for subsequent period.
 18. The Agency may file a suit / case at his own risk and cost against any person who refuses or denies to pay the respective amount of fees and Contractor is solely responsible for collection of such fees from the party concerned. The Contractor cannot take plea for non-payment of the Permission fees on the ground that the visitors have not paid the required amount of fees, whatsoever be the reason.
 19. All notices regarding non-compliance of any of the clause of the contract or regarding the fees will be issued in terms of the provisions of the Dadra and Nagar Haveli and Daman and Diu Municipal Council regulation 2004 and Rules or Bye-laws made there under.
 20. It is expressly prohibited for the contractor the transfer of right derived from the contract in favour of any other person without prior permission in writing given by the competent authority of the Daman Municipal Council who may give it in special circumstances as deemed fit.
 21. The Municipal Council, Daman reserves in its own interest the right to terminate the contract without assigning any reasons thereof. If such be the case, a notice of 30 days will be served on the Contractor and he / they will be entitled for the refund of his/ their security deposit if he/they fulfill all the terms and conditions of the contract but shall have no right for any compensation or indemnity.
 22. The Agency shall have to stop the work of collection of Permission fees in case of notice issued in terms of clause 19 referred above. The Agency shall have to pay to the Municipal Council the installment for the notice period at the same rate / monthly installment which he/ they had been paying prior to the notice.
 23. The person who desires to take part in auction should be an Indian Citizen or person held O.C.I. issued by Govt. of India.
 24. The Municipal Council, Daman reserves the right to accept or reject or delete any of the above condition. The decision of the Municipal Council shall be final and binding on the contractor.

25. The Daman Municipal Council, Daman reserves the right to accept or reject any or all the bids without assigning any reasons thereof.
26. If any dispute arises regarding implementation or interpretation of the contract, the same shall be referred for arbitration to the Council Committee of DMC, Daman whose decision shall be final binding. The provisions of the Arbitration Act shall apply.
27. The Contract shall be for the period of 1 year only which would be for another year extended the rent shall increased by 5% every year.
28. Only temporary structure shall be installed at location provided to the highest bidder.
29. Cleanliness should be maintained failing which fines shall be imposed.
30. The Daman Municipal Council resolves the right to vacant the premise with a prior notice of 2 (two) weeks.



Chief Officer
Daman Municipal Council
Daman