

GENERAL TERMS & CONDITIONS FOR LICENSING OUT OF VARIOUS PREMISES IN AGRIBAZAR AT CURTI, PONDA- GOA.

Applications for open auction are invited for licensing out of various Premises (office space, shops, stalls and Market Space) in the Agribazar, at Curti, Ponda- Goa. The **Applications shall reach latest by 12.12.2022 at 10.30 a.m. in the office of the Market Supervisor, Ponda Sub Yard, Curti, Ponda-Goa. The Open auction will be started from 10.30 a.m. onwards. The interested bidder should remain present for the open auction bidding.**

- A. The interested bidder should fill the details in the application neatly. Over-writing and erasing shall make the proposal liable to be rejected. Every changes/alternation should be initialed by the Applicant.
- B. Before participating in the tendering process each intending bidder shall affix signature on the copy of the condition for Rent of shops/ Spaces, as a token of acceptance of the condition of Rent of Office space/Shop/stall/ Market Space contained hereinafter and shall furnish full name & address of the individual, company, firm on whose behalf the participant is interested to bid. The name of persons, company and full postal address should be furnished. All correspondence made by the Bidder to this furnished address shall be considered as correctly delivered notwithstanding any change in postal address. Any changes in address shall have to be intimated to the Secretary, The Goa Agricultural Produce and Livestock Marketing Board.
- C. Person intending to participate in the Bid shall have to pay the specified EMD. The Goa Agricultural Produce and Livestock Marketing Board, Secretary or any other officer duly authorized by him shall have the right to withdraw any office space /shop /stalls or office space /shops/stalls from being licensed out. He may accept or reject any bid/ offer or may stop any bidder at any stage from bidding without assigning any reason thereof. No appeal against above action by the board shall be entertained. The Shop Allotment Committee shall conduct the Bid of any office space/shops/stalls in the following manner:-
 - A. The EMD & Security Deposit of unsuccessful bidder will be

returned. No bidder shall be permitted to retract the bid. In the event of dispute between the bidders, the dispute shall be decided by Secretary, The Goa Agricultural Produce and Livestock Marketing Board. His decision in this respect shall be final and binding on all persons offering bids at the auction. The bids offered in any other manner except hereto before mentioned shall not be considered.

The office space /shops /stalls and Market Space shall be allotted through Bid only and to the highest offer for rent by bidder only.

1. Participant of bid may offer his highest monthly rent for particular office space /shop/ stall, he/she willing to keep on rent. Participant can apply for any number of shops. The detailed "Shop Allotment Rules and Guidelines 2021" is attached as Annexure-1 to this tender.

2. The successful bidder shall pay License fee as decided by the **The Goa Agricultural Produce and Livestock Marketing Board, Arlem, Margao Goa** and it may be revised from time to time. The detailed rules and guidelines are available in Shop Allotment Rules and Guidelines 2021 at **Annexure-1**.

3. The minimum rent per month of each shop, the corresponding area of the offered shops is given below. **Any price bidded below the minimum monthly rent, the Bid shall be rejected.**

4. The service charge or any other charges/taxes (if any) as applicable from time to time shall have to be paid by the Licensee/s separately. Such Service Charges /taxes shall be collected by **The Goa Agricultural Produce and Livestock Marketing Board, Arlem, Margao- Goa** from the Licensee/s along with the rent and in turn shall pay to the concern authority. The period of allotment of shop/premises will be as per **Shop Allotment Rules and Guidelines 2021 at Annexure-1**.

5. The cost for application for the bid is Rs. 1000/- (Non Refundable) for each shop. The details of the various spaces, presently offered for BID in **The Goa Agricultural Produce and Livestock Marketing Board, Arlem, Margao- Goa** are given

below, the bidder may make their choice for small or big shops:-

Property Detail	Area in Sqm	Category	Minimum License Fee per Month in Rs.	EMD in Rs. (Refundable) or Cash	Security Deposit in Rs. (Refundable)
Block B (First Floor)					
B-23	38.45	General	Rs.13500	Rs. 10000/-	
B-26	269.20	General	Rs.43072	Rs. 10000/-	
Block C (First Floor)					
C-8	38.45	General	Rs. 13500	Rs. 10000/-	
C-12	379.88	General	Rs. 60780	Rs. 10000/-	
C-19	38.45	General	Rs. 6152	Rs. 10000/-	
Block E Second Floor					
Off 1	36.62	General	Rs.9155	Rs. 10000/-	
Off 2	36.64	General	Rs.9160	Rs. 10000/-	
Off 3	36.65	General	Rs.9163	Rs. 10000/-	
Off 4	36.65	General	Rs.9165	Rs. 10000/-	
Off 5	37.42	General	Rs.9355	Rs. 10000/-	
Off 12	76.05	General	Rs.19013	Rs. 10000/-	
Off 14	54.75	General	Rs.13688	Rs. 10000/-	
Off 15	54.75	General	Rs.13688	Rs. 10000/-	

Off 16	66.95	General	Rs.16738	Rs. 10000/-	
RIPENING CHAMBER RC 4	10 TONS	General	Rs.15099	Rs. 10000/-	
COLD STORAGE CS 1	10 TONS	General	Rs.15099	Rs. 10000/-	
COLD STORAGE CS 2	20 TONS	General	Rs.30199	Rs. 10000/-	
Seminar Hall 1	180.36	General	Rs. 70000	Rs. 21000/-	126 pax
Seminar Hall 2	150.3	General	Rs. 55000	Rs. 16500/-	99 pax

Note: Security Deposit shall be equivalent to 3 months rent of the bid amount payable along with offer for allotment of premises/shops/office.

6. The shop holder/allottee shall not utilize any additional common space other than the allotted area of shop. The encroachment in service passage, staircase area and other open space shall not be allowed and will attract penalty, in terms of Shop Allotment Rules and Guidelines 2021 at Annexure-1.

7. The leave & license period will be for the period of **Eleven months** from the date of allotment unless terminated earlier by the Board for violation of any of the terms and conditions of the leave & license /Agreement. The lease period is likely to be extended further as per the terms and conditions stipulated in Shop Allotment Rules and Guidelines 2021, at Annexure-1.

8. The ownership of the shop and its legal possession will remain with The Goa Agricultural Produce and Livestock Marketing Board Arlem,

Margao-Goa. The allottee will have the right to use the shop during the license period for the approved purpose only.

9. If the shop remains closed for more than 60 days without proper permission, it will be presumed to have been closed down. As such, the fresh proposals will be invited for the shop and the loss will be recovered from the first Licensee till that is taken over by the second Licensee.

10. During the period of license, if the shop is required by the Board, the license can be cancelled and the allottee shall have to vacate the shop within the time specified in the Shop Allotment Rules and Guidelines 2021, at Annexure-1. In case of such an eventuality, no License Fee except proportionate lease amount for the unexpired period of lease shall be returned.

11. The allottee shall not transfer or sublet the shop or any part of the premises leased out to him/her. In case the Licensee is found to sublet the shop his/her lease will be cancelled immediately.

12. The allottee shall arrange his/ her own furniture, partition, installations, shelves, etc. inside the Shop or otherwise specified.

13. The board shall be entitled to recover any outstanding dues including penalty/ fine, installment and other due from security deposit of the Licensee.

14. The Shop will be on Non-Exclusive basis and more than one shop of the same kind can be opened by allottee in the same premises or in other premises of the Board initially or subsequently. The allottee shall not be entitled to raise any objection or claim for any deduction in license period, license fee and security money in case some other shop is constructed in the Yard Premises or in case there comes in existence any authorized shop. The Licensee shall equip the shop for running the business to the satisfaction of the Board authority and shall display the articles in present able manner.

15. The sale, storage deposit of Narcotics, tobacco, alcohol and other contra band & dangerous goods/ materials in any for is strictly prohibited in the shop/premises. Further, smoking and consumption of alcohol/intoxicants in the premises is strictly prohibited.

15(a) The allottee/shop owner/premises holder shall maintain the premises in good

condition and keep it clean and tidy always.

16. The waste must be disposed of and 100% cleared before closing of each business day and cleared at sufficient intervals during the day. The allottee shall maintain neat and cleanliness of the –premises at all times. In case of any loss or damage to the Customers due to him/her employees negligence, the Licensee shall be responsible to make good the loss to the customer.

17. No child labour shall be employed by the licensee in any case. Full details of the employed person will be maintained by the allottee/shop holder and will be provided to competent authority as and when demanded.

18. The allottee/ shop owner will not appoint any employee without proper police identification /verification and shall supply the list of his workers deployed by him who shall be equally responsible to receive any orders /information issued from this office rather they shall be treated as like licensee in this regard.

19. The allottee/shop owner shall be fully responsible for good conduct and character of his/her employee(s) and employees shall be properly dressed and ensure that the dress is neat & clean at all times.

20. The allottee/shop-owner/premises holder shall be responsible for the repair of shop required, if any, during the lease period.

21. The allottee/shop owner shall not dump any empty packing, baskets or any material on the roof or in the open space outside the premises not allotted to him and shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the shop & the surrounding areas and disposal of garbage, in default a fine up to Rs. 1000/- can be imposed on the licensee by the Competent Authority.

22. On cancellation of lease, the shop shall be vacated by the allottee/ shop owner immediately from the date of issue of notice in writing by the Board. The Board shall take immediate possession of the shop and make alternative arrangements to run the same immediately. If any material or fitting belonging to him/her are not removed by him immediately as directed by the Board, these will become the property of the Board.

23. The allottee/shop owner shall be responsible to make all arrangements to ensure

with regard to the safe custody. The Board shall not be responsible for any damage, loss or theft in shop, if any.

24. The allottee/shop owner shall not raise any legal dispute in the court of law and if there is a dispute the matter will be referred to The Marketing Board Arlem, Raia, Salcete-Goa or the person appointed by the Board and his decision shall be final and binding.

25. The decision of The Secretary The Goa Agricultural Produce and Livestock Marketing Board Arlem, Margao-Goa, in regard to interpretation of the terms and conditions shall be final and binding and shall not be called in question in any proceedings before any court or forum.

26. All disputes arising out during the license period shall be subject to the jurisdiction of Goa only.

27. All other terms & conditions, rules and regulations are mentioned in Shop Allotment Rules and Guidelines 2021 at Annexure-1.

28. Additional specific condition may be imposed by the Board whenever considered necessary and appropriate. The same shall be intimated to the allottee in due course.

29. The allottee/ shop holder shall strictly observe and follow all the orders and instructions issued by the Board from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of Lease Agreement, the lease/allotment can be cancelled by the Board without assigning any reason and security amount will stand forfeited.

INSTRUCTIONS TO THE BIDDERS:

1. Interested bidders can visit the premises on any working day. In case of any further clarification, the bidders may contact Yard Supervisor, Agri bazar, Curti, Ponda, Pin-403401.

2. The blank application form will be available on payment Rs. **1,000/ (Non-refundable)** immediately after the publication of tender notice **but not later than 12/12/2022** at in the office of the Market Sub Yard, Curti, Ponda-Goa.

3. The duly filled application form should be submitted in the attached

format along with additional information, if any by 12/12/2022 at Ponda Sub yard alongwith Earnest Money Deposit Of Rs. 10000/-(Rupees ten thousand only) in cash to **The Goa Agricultural Produce and Livestock Marketing Board, Arlem, Raia, Salcete-Goa(Refundable)**.

4. Incomplete applications will be summarily rejected.
5. The application without EMD will not be honored and liable to be rejected. The E.M.D & Security Deposit will be refunded to the unsuccessful bidder.
6. The Goa Agricultural Produce and Livestock Marketing Board, Arlem, Margao-Goa. Reserves the right to cancel/ reject any or all offers without assigning any reason whatsoever.

SECRETARY

The Goa Agricultural Produce
And Livestock Marketing Board
Arlem, Margao- Goa.

Annexure-1

The Goa Agricultural Produce and Livestock Marketing Board Arlem,

Margao-Goa.

SHOP ALLOTMENT RULES AND GUIDELINES 2021

1. PROCEDURE FOR ALLOTMENT OF SHOPS/PREMISES

The Board may constitute a Shop Allotment Committee for the purpose of making recommendations regarding allotment of shops/premises.

2. SHOP ALLOTMENT COMMITTEE

Functions:

The Shop Allotment Committee shall;

- (1) Scrutinize the "price quotations/ bids" for various types/ classes of shops/premises and conduct the open auction bid of each premises put for bidding.
- (2) Make recommendations regarding allotment of vacancies in the various types/classes of shops in different pools for the approval of the Secretary.
- (3) Consider any other matters relevant to the allotment of shops which may be referred to it, and make appropriate recommendations thereon for the consideration of the Secretary.

3. RULES AND REGULATIONS FOR ALLOTMENT OF SHOPS AGRIBAZAR CURTI, PONDA-GOA

- 1) All shops /offices/stalls in Agri bazar, Curti- Ponda are to be allotted on license fee basis through open auction bid. The highest bidder in the open bid will be allotted the shops initially for a period of **11 months**.
- 2) The contract of shops can also be extended to the same allottee beyond 11 months, for two more terms, of a period of 11 months each. All the allotments pertaining to shops will be made subject to an annual increase in the license fee @ **10%** every year, on the license fee charged in the preceding year. The allotment of the shops to the same allottee can be renewed **maximum upto 10** years subject to fulfillment of other prescribed terms and conditions of the contract and the tenure of license. However, the same allottee can participate in Open Auction after completion of ten years for further

allotment.

3) Persons who are defaulter in respect of rent of shops and other structure or land belonging to the board will not be allowed to take part in the Auction/Tender.

4) All offers of allotment of shops shall be made by the Secretary, The Goa Agricultural Produce and Livestock Marketing Board Arlem, Margao- Goa.

5) All allotments shall be made only on leave and license basis. After the allotment and before the occupation of the shops the allottee, shall have to:-

(i) To pay the license fee of the demised premises shall be paid to the licensor on or before **10th day of every succeeding month**. In case the license fee is not paid within the stipulated time then the licensor shall be entitled to recover from the licensee the interest @ **15%p.a.** for the period of such delay and the same shall be recovered. If the allottee fails to deposit balance license fee in the beginning of next consecutive years, the contract may be cancelled and security deposit will be forfeited.

(ii) Security deposit as prescribed in rules will have to be deposited in advance before occupation.

(iii) Security deposit will be refunded on successful completion of the tenure of contract and it shall not be adjusted to the Rent.

(iv) Execute a leave and license deed in the prescribed Performa on stamped paper worth Rs. 1000/-.

All formalities in respect of allotment of shop like signing inventory of fixtures (electrical and civil), etc. shall be completed by the allottee within 30 working days of allotment.

6. All allottees have to arrange Trade license (if required) on its own, to run the requisite shops and also to comply with the provisions of Child Labor

(Prohibition and Regulation) Act, Shops and Establishment Act, Food Safety and Standards Act and any other statutory regulations as notified by Govt. from time to time.

7. Sale of narcotics is strictly prohibited in the shops/offices/stalls.

8. Any breach in the terms and conditions of the contract between the Board and allottee will provide an opportunity to the Board to cancel the contract without assigning any reason whatsoever and forfeiting full or part of the EMD/Security as penalty.

4. ALLOTMENT ORDERS AND EXECUTION OF LICENCE DEED

The Secretary shall, after the recommendations of the Shop Allotment Committee, to issue orders regarding allotment, also mentioning the specific conditions, if any, stipulated in each case and execute/ sign license deed for the allotted shops.

5. LICENSE FEE AND OTHERCHARGES:

a. Every allottee of shops shall, in addition to payment of the prescribed license fee, will also be liable to pay Sanitation charges, charges for consumption of electricity at actual to the Goa Electricity Department {GED) and water charges Garbage and any other service provided to the allottee for the office/shop/ stalls and spaces allotted to him or her for the buildings of which the allotted office/ shop/ stalls forms a part, and any other Board may, charge from time to time.

b. Revision of minimum license fees: The Goa Agricultural Produce and Livestock Marketing Board Arlem, Margao-Goa. may revise the minimum license fees for all the shops/offices/stalls and spaces periodically.

6. ACCEPTANCE OF ALLOTMENT

The allottee shall accept the said licensed premises on “AS IS WHERE ISBASIS”.

An allottee shall communicate the acceptance of the allotment made to him or her within 7 working days from the receipt of order of allotment. On acceptance, he/she shall occupy the premises after depositing the Security deposit & license fee etc. **within fifteen days** from the date of acceptance unless the premises are certified to be uninhabitable by the Board. The Secretary may, on receipt of a request from the allottee, suitably extend the period stipulated for occupation of the allotment and provided further that if premises allotted is not occupied within the prescribed or extended time limit, the allotment shall be deemed to have been cancelled on the expiry of the said time limit and the allottee shall not be eligible for another allotment for one year from the date of such cancellation.

At the time of occupation of the shops allotted to him/her, the allottee shall be required to sign an agreement and inventory of fixtures and other fittings provided in the shops. The allottee shall also furnish an undertaking in estate office agreeing to abide by the terms and conditions of allotment and deduction of license fee and recovery of any unpaid dues from his/her security amount, if necessary.

7. COMMENCEMENT OF ALLOTMENT

For the purposes of liability for payment of license fee and other charges, an allotment made under these rules shall, unless otherwise provided in the terms of allotment in a particular case, take effect from the date as mentioned in the allotment letter.

8. SUBSISTENCE OF ALLOTMENT

The allotment made under these Rules, shall subsist until: -

- (i) It is surrendered according to the provisions of these rules or
- (ii) it is replaced by another allotment or
- (iii) it is vacated by the allottee or
- (iv) It is cancelled or deemed to have been cancelled under the orders of the Secretary. If the allotment is cancelled for any reason(s), the security deposit will also be forfeited.
- (v) If an allottee is found to be unable to run the shop or he/she leaves in between, then also the license fees, security deposit will be forfeited.

9. SUB-LETTING AND SHARING:

No allottee shall sublet / share the whole or any part of the allotted shop. In case of subletting, the allottee shall render himself/herself liable to the payment of license fee up to four times the "standard license fee" of the shop in addition to the cancellation of the allotment.

10. MAINTENANCE OF SHOPS:

i) The allottee, shall maintain the shop to the satisfaction of the Board or any other official nominated by Secretary to ensure proper maintenance of the shop.

ii) The allottee shall allow the maintenance staff authorized by Board

iii) To have access to the premises at all reasonable hours for inspection.

iv) An allottee or his/ her staff should not grow any trees, shrubs or plants contrary to instructions issued by the Board nor cut or lop off any existing trees or shrubs growing in any garden, courtyard or compound attached to the shops except with the prior written permission of the Marketing Board.

v) An allottee shall ensure that he/she and his/her staff do not Cause any inconvenience to their neighbors by their conduct.

vi) The allottee shall not undertake any structural change or Alternation without written permission from the appropriate authority of the Board.

11. RESTRICTED MATERIALS:

No inflammable material shall be stored in the shops.

12. DAMAGES / THEFTS:

An allottee shall be personally responsible for any damage beyond normal wear and tear of the fixtures, civil fittings, electrical installations, fencing etc., provided in the shops or theft of any of these items during the period of his/her occupation of the shops. The allottees have to furnish complete present and permanent residential addresses of his/her staff with their photographs to The Goa Agricultural Produce and Livestock Marketing Board Arlem, Margao- Goa along with the Police Verification Certificate.

13. LIABILITY OF LICENEFEE:

a. Where an allotment has been accepted, the liability for payment of license fee and other charges will be with effect from the date as mentioned in the allotment letter.

b. Subject to the provisions of these rules an allottee, if fails to take possession of the allotted shop within the prescribed time limit, will lead to forfeiture of the EMD and Security deposit.

14. OVERSTAY IN SHOPS/ OFICES/ STALLSAFTER CANCELLATION OF ALLTOMENT:

Where an allotment has been cancelled or is deemed to have been canceled under the provisions of these Rules and the allottee concerned has not vacated it within the prescribed timelimit, licensees/ licensee shall render himself/herself/themselves liable for action for eviction and recovery of damages under Public Premises (Eviction of Unauthorized Occupants) Act,1971. He/she shall be liable, in addition to any other action, to pay damages for un-authorized occupation and use of the premises, which may amount up to **Rs.500/-**per day, alongwith forfeiture of the Security Deposit. If necessary, the Board may evict the defaulter with the help of the appropriate local authority. Such allottees will be debarred from any further allotment process.

15. ISSUE OF INSTRUCTIONS:

The Secretary, may issue any instructions / orders, etc., in pursuance of these Rules, or may authorize the Administration Section to issue such instructions / orders and all such instructions / orders, shall be binding on the allottees.

16. LICENSE:

In every case, the allottee shall be deemed to be Licensee and not a Tenant.

17. INTERPRATATION AND RESIDUAL MATTERS:

On any question of interpretation of these Rules, the Secretary's decision shall

be final. The matters, or points in relation to which no specific provision exists in these rules, will be governed by the provisions of relevant Rules of Government of India.

18. TO A LEGAL HEIR:

On the death of an allottee the shop may be regularized in the name of his/hers legal heir, provided an affidavit is given by each of the remaining legal heirs he deceased allottee to the effect that they have no objection to such allotment/regularization. The regularization of allotment in the name of legal heir of the allottee will be made on the same license fee which the deceased allottee was actually paying or was liable to pay for the premises immediately before his/her death.

19. RESTRICTION OF TRADES:

When a shop is allotted for a specific trade viz such as notified and non notified the allottee will not ordinarily be allowed to change the trade. The allottee must not indulge in 'unfair trade practices' as per the existing rules of Government of India.

20. RELAXATION OF RULES:

The Secretary may, for reasons to be recorded in writing, relax all or any of the provisions of the rules/instructions governing the policy of allotment, regularization, restoration of shops etc., in the Board

21. ELECTRICITY AND WATERCHARGES:

The electricity charges will be payable on the actual basis. The allottee shall be responsible for payment of electricity charges as per energy bills raised by the Electricity Department as per rules. Water bills per month will be paid by the allottee as per the rate decided by the Board from time to time.

22. CHANGE OF PURPOSE OF SHOPS/OFFICES/STALLS ETC.:

If The Goa Agricultural Produce and Livestock Marketing Board Arlem,

Margao- Goa feels that for a particular shop there is no bid/ price quotation and shop/office/stalls etc. remain vacant. The board can change the purpose of shop /office/stalls etc. for the purpose of its allotment and call for fresh bids as per rules.

23 . MISCELANEUOS:

- 1) The Marketing Board reserves the right to inspect/check the premises, selling rates of all items. Any excess charging from customers and if the items being sold are found to be of poor quality or unhygienic and the cases falling within the definition of misconduct with customers will total amount to breach of contract agreement.
- 2) The Board shall be at liberty at any time to put an end to the contract by giving 30 days' notice as deemed proper and reasonable and any such notice delivered to the allottee or his/her staff or pasted at the shop will be deemed to be sufficient.
- 3) Time to time the performance of shops will be evaluated. The feedback reports will be taken from staff of the Board in terms of rate, quality, hygiene, cleanliness, and availability of items, conduct of allottee and its staff. The overall performance will be assessed by the Board.

DEFINITIONS:

- a) "**Secretary**" means the Secretary of The Goa Agricultural Produce and Livestock Marketing Board, Arlem, Margao-Goa..
- b) "**Board**" means The Goa Agricultural Produce and Livestock Marketing Board, Arlem, Margao-Goa..
- c) "**Allotment**" means the grant of License to a person to occupy shops in accordance with the provisions of Shop Allotment Rules.
- d) "**Family**" meansthe wife or husband, as the case may be, children, "step-children, legally adopted children, parents, and brothers and sisters who ordinarily reside with and are dependent on the allottee.
- e) "**License Fee**" means the sum of money payable in respect of a shop/commercial accommodation allotted in accordance with the provisions

made in these Rules.

f) **"Sub-letting,"** means, unauthorized letting out whole or part of the accommodation by an allottee to another person with or without payment of license fee by such other person.

g) **"Chairperson - Shop Allotment Committee"** means the Chairperson of the committee constituted by the Board, from time to time, to consider allotment of under these rules and other matters connected therewith.

Tender Notice: To be published in Newspapers that is "Lokmat" and "The Navhind Times" on 03/12/2022