

GENERAL TERMS & CONDITIONS FOR LICENSING OUT OF PREMISES IN PONDA SUB-YARD, PONDA-GOA.

Applications for open auction are invited for licensing out of Premises/hall/Cold storage in Ponda Market Sub Yard, Ponda -Goa. The **Applications shall reach latest by 06.03.2024 at 3.00 p.m. in the office of the Market Supervisor, Ponda Sub Yard, Ponda-Goa. The Open auction bid will be started from 3.30 p.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 Premises, as a token of acceptance of the condition of Rent of Premises/hall/Cold storage 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 not withstanding 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 Premises/hall/Cold storage or Premises/hall/Cold storage 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 Premises Allotment Committee shall conduct the Bid of any Premises/hall/Cold storage in the following manner:-
 - A. The EMD 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 Premises/hall/Cold storage 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 Premises/hall/Cold storage, he/she willing to keep on rent. The detailed " Premises Allotment Rules and Guidelines 2023" is attached as Annexure-1 to this tender.

2. The successful bidder shall pay License fee as decided by **The Goa Agricultural Produce and Livestock Marketing Board, Arlem, Raia, Salcete-Goa** and it may be revised from time to time. The detailed rules and guidelines are available in Premises/hall/Cold storage Allotment Rules and Guidelines 2023 at **Annexure-1**.

3. The minimum rent per month of each Premises/hall/Cold storage, the corresponding area of the offered Premises/hall/Cold storage is given below. **Any price bided below the minimum monthly rent; the Bid shall be rejected.**

4. The service charge or any other charges/taxes/Income tax/House tax/Trade tax/GST /Garbage tax (if any) as applicable from time to time shall have to be paid by the Licensee/s separately. Such Service Charges/taxes/Income tax/House tax/Trade tax/GST/Garbage tax shall be collected by **The Goa Agricultural Produce and Livestock Marketing Board, Arlem, Raia, Salcete-Goa** from the Licensee/s along with the rent and in turn shall pay to the concern authority. The period of allotment of Premises/hall/Cold storage will be as per Premises/hall/Cold storage **Allotment Rules and Guidelines 2023 at Annexure-1**.

5. **The cost for application for the bid is Rs. 1000/- (Non-Refundable) for each Premises/hall/Cold storage.** The details of the Premises/hall, presently offered for BID in **The Goa Agricultural Produce and Livestock Marketing Board, Arlem, Raia, Salcete-Goa** are given below, **changes to be made:-**

PROPERTY NAME	AREA IN SQ. MTRS	MINIMUM LICENCE FEE PER MONTH IN RS.	EMD (REFUNDABLE)
Multipurpose Hall	348.62	Rs. 70,000/-	Rs. 10,000/-
CS-1	10 tons	Rs. 10,570/-	Rs. 10,000/-
CS-3	10 tons	Rs. 10,570/-	Rs. 10,000/-

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

6. The premises holder/allottee shall not utilize any additional common space other than the allotted area of premises. The encroachment in service passage, staircase area and other open space shall not be allowed and will attract penalty, in terms of Premises/hall/Cold storage Allotment Rules and Guidelines 2023 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.

8. The ownership of the Premises/hall/Cold storage and its legal possession will remain with The Goa Agricultural Produce and Livestock Marketing Board Arlem, Raia, Salcete-Goa. The allottee will have the right to use the premises during the license period for the approved purpose only.

9. If the Premises/hall/Cold storage remains closed for more than 90 days without proper permission, it will be presumed to have been closed down. As such, the fresh proposals will be invited for the premises 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 Premises/hall/Cold storage is required by the Board, the license can be cancelled and the allottee shall have to vacate the premises within the time specified in the shop Allotment Rules and Guidelines 2023, 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 Premises/hall/Cold storage or any part of the premises leased out to him/her. In case the Licensee is found to sublet the premises his/her lease will be cancelled immediately.

12. The allottee shall arrange his/ her own furniture, partition, installations, shelves, etc. inside the premises 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 Premises/hall/Cold storage will be on Non-Exclusive basis and more than one premises 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 Premises/hall/Cold storage is constructed in the Yard Premises or in case there comes in existence any authorized Premises/hall/Cold storage. The Licensee shall equip the premises 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 Premises/hall/Cold storage. Further, smoking and consumption of alcohol/intoxicants in the premises is strictly prohibited.

15(a) The allottee/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/premises holder and will be provided to competent authority as and when demanded.

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

21. The allottee/premises 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 premises & 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 premises shall be vacated by the allottee/ premises owner immediately from the date of issue of notice in writing by the Board. The Board shall take immediate possession of the Premises/hall/Cold storage 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/ premises 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 premises, if any.
24. The allottee/ premises 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, Raia, Salcete-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 Premises/hall/Cold storage Allotment Rules and Guidelines 2023 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/ premises 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.
30. Defaulter of the Marketing Board will not be allowed to participate in the Bid.

INSTRUCTIONS TO THE BIDDERS:

1. Interested bidders can visit the Premises/hall/Cold storage on any working day. In case of any further clarification, the bidders may contact Yard Supervisor, Ponda Market Sub Yard, Ponda -Goa.
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 06.03.2024** upto at 3:30 p.m. in the office of the Ponda Market Sub Yard, Ponda -Goa.
3. The duly filled application form should be submitted in the attached format along with additional information, if any by **06.03.2024** at Ponda Market Sub yard along with Earnest Money Deposit of Rs.10,000/- (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 will be refunded to the unsuccessful bidder.
6. **Tender Notice:** To be published in Newspapers that is “The Navhind Times and Lokmat” on 28.02.2024.
7. The Goa Agricultural Produce and Livestock Marketing Board, Arlem, Raia, Salcete-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, Raia, Salcete-Goa.

Annexure-1

**The Goa Agricultural Produce and Livestock Marketing Board Arlem,
Raia, Salcete-Goa.**

PREMISES/HALL/COLD STORAGE ALLOTMENT RULES AND GUIDELINES 2023.

1. PROCEDURE FOR ALLOTMENT OF PREMISES

The Board may constitute a premises/hall Allotment Committee for the purpose of making recommendations regarding allotment of premises/hall/Cold storage.

2. PREMISES/HALL/COLD STORAGE ALLOTMENT COMMITTEE

- **Functions:**

The premises/hall/Cold storage Allotment Committee shall;

- (1) Scrutinize the "price quotations/bids" for various types/classes of premises/hall/Cold storage 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 premises/hall/Cold storage in different pools for the approval of the Secretary.
- (3) Consider any other matters relevant to the allotment of premises/hall/Cold storage which may be referred to it, and make appropriate recommendations thereon for the consideration of the Secretary.

3. RULES AND REGULATIONS FOR ALLOTMENT OF PREMISES, PONDA MARKET SUB YARD, PONDA-GOA.

- 1) All premises/hall/Cold storage in Ponda Market Sub Yard, Ponda -Goa are to be allotted on license fee basis through open auction bid. The highest bidder in the open bid will be allotted the premises/hall/Cold storage initially for a period of **11 months**.
- 2) The license may be granted afresh by the licensor after expiry of the aforesaid period at the option of the Licensor on such terms and conditions as licensor may deem fit by increasing the rent as deem fit.

- 3) Persons who are defaulter in respect of rent of premises 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 premises/hall/Cold storage shall be made by the Secretary, The Goa Agricultural Produce and Livestock Marketing Board Arlem, Raia, Salcete-Goa.
- 5) All allotments shall be made only on leave and license basis. After the allotment and before the occupation of the premises 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 be adjusted to the Rent.
 - (iv) Execute a leave and license agreement in the prescribed Performa on stamped paper worth Rs. 1000/-.

All formalities in respect of allotment of premises 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 premises 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 premises/hall/Cold storage.

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 AGREEMENT

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

5. LICENSE FEE AND OTHER CHARGES:

a. Every allottee of premises/hall/Cold storage 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 charges, Municipal tax, GST, Income tax and any other service provided to the allottee for the premises/hall/Cold storage and spaces allotted to him or her for the buildings of which the allotted premises/hall/Cold storage 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, Raia, Salcete-Goa. may revise the minimum license fees for all the premises/hall/Cold storage and spaces periodically.

6. ACCEPTANCE OF ALLOTMENT

The allottee shall accept the said licensed premises on "**AS IS WHERE IS BASIS**". 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 premises allotted to him/her, the allottee shall be required to sign an agreement and inventory of fixtures and other fittings provided in the premises. 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 premises or he/she leaves in between, then also the license fees, security deposit will be forfeited.

9. SUB-LETTING AND SHARING OF PREMISES:

No allottee shall sublet/share the whole or any part of the allotted premises. 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 premises in addition to the cancellation of the allotment.

10. MAINTENANCE OF PREMISES:

- (i) The allottee, shall maintain the premises/hall/Cold storage to the satisfaction of the Board or any other official nominated by Secretary to ensure proper maintenance of the premises/hall/Cold storage.
- (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 instruction issued by the Board nor cut or lop off any existing trees or shrubs growing in any garden, court/yard 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 premises/hall/Cold storage.

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 premises/hall/Cold storage or theft of any of these items during the period of his/her occupation of the premises/hall/Cold storage. 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, Raia, Salcete-Goa along with the Police Verification Certificate.

13. LIABILITY OF LICENE FEE:

- 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 PREMISES/HALL/COLD STORAGE AFTER 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 time limit, 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, along with 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 premises/hall/Cold storage may be regularized in the name of his/her 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/hall/Cold storage immediately before his/her death.

19. RESTRICTION OF TRADES:

When a premises/hall/Cold storage 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 premises/hall/Cold storage 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/STALLS ETC.:

If The Goa Agricultural Produce and Livestock Marketing Board Arlem, Raia, Salcete-Goa feels that for a particular premises there is no bid/ price quotation and premises/hall/Cold storage etc. remain vacant. The board can change the purpose of premises/hall 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 premises will be deemed to be sufficient.
- 3) Time to time the performance of premises 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, Raia, Salcete-Goa.
- b) "**Board**" means The Goa Agricultural Produce and Livestock Marketing Board, Arlem, Raia, Salcete-Goa.
- c) "**Allotment**" means the grant of License to a person to occupy premises in accordance with the provisions of premises/hall/Cold storage Allotment Rules.
- d) "**Family**" means the 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 premises/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.