

**TERMS AND CONDITIONS**

**1. INSTRUCTION TO TENDER**

- 1.1 The Premises put up for bidding at Ponda Market Sub Yard, Ponda -Goa shall be given on leave and licence for initial period of 11 months. The leave & license shall not confer or create any tenancy right in favour of the licensee.
- 1.2 The Premises will be allotted to the successful bidder on 'As is where is basis'. The intending bidder should inspect the premises before bidding and the rate should be bided accordingly. The required maintenance/Civil/Electrical works, if any, has to carried out by the successful bidder at his own cost after submitting the drawing and obtaining the approval of the Secretary.
- 1.3 The bidder must go through the Term and Conditions of the license thoroughly and understand the meaning and contents thereof, prior to participating in the bidding.
- 1.4 The EMD of unsuccessful bidder will be refunded.
- 1.5 There will not be any extra time given for renovation or establishment of the premises. The rent will be applicable immediately on taking possession of the premises. If the highest bidder failed to take possession within the time stipulated in the allotment letter, the same shall be awarded to the second highest bidder EMD will be forfeited in favour of "Marketing Board" of the highest bidder.
- 1.6 The successful bidder shall make arrangement to avail electrical connection to the allotted premises. The connection shall be in the name of the Goa Agricultural Produce and Livestock Marketing Board; the electricity charges shall be paid by the licensee. The required forms for release of connection are to be submitted to the Secretary which would be duly signed and returned.

- 1.7 The premises without water connection facility shall not be provided permission for water connection, hence the type of business to be decided accordingly.
- 1.8 The agreement to be executed between the licensee and the licensor shall not confer or create any tenancy right or obligation of like nature in favour of the licensee and the licensee shall all the time be considered to be in the said premises by the permission granted on leave & license of the licensor.
- 1.9 The Premises is made available on leave & license to run Multipurpose Hall.
- 2. Last date for submission and date of bidding is 25.07.2025 till 11:30 a.m.**
- 3. EARNEST MONEY DEPOSIT (EMD)**
- 3.1 Each bid must be accompanied by a deposit of Rs. 10000/- (Rupees Ten Thousand only) as earnest money in the form of demand draft in favour of The Secretary, The Goa Agricultural Produce & Livestock Marketing Board, Arlem, Raia.
- 3.2 The EMD of the successful bidder shall be retained by the Marketing Board for a period of 90 days. The EMD of unsuccessful bidders will be returned with due acknowledgement.
- 3.3 Application of AUCTION BID without EMD will be rejected.
- 3.4 In case of successful bidder, the amount of EMD shall be adjusted against part Security deposit, if desired the balance of security deposit needs to be paid by the respective allottee.
- 4. LICENSE FEE**
- 4.1 The license fee/rent shall be paid to the licensor on or before **10<sup>th</sup> 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. The licensee is liable to pay the G.S.T. at the prevailing rate Notified by the Government. The present rate of G.S.T. is 18%.

- 4.2 Licensee is authorizing to put up signed board of size 1.90 x 0.60 mtrs. and no other signed boards to be put up without the permission in writing from the Secretary, The Goa Agricultural Produce & Livestock Marketing Board.
- 4.3 The licensee has to pay an amount as fixed by the Marketing Board for illuminated sign board and for non-illuminated sign board.
- 4.4 The licensee shall pay all the taxes (including house tax) or any other tax, Garbage Tax for carrying on his business in the said premises and obtain all relevant incenses from the competent authority related to the functioning of his/her business.
- 4.5 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 condition as licensor may deem fit by increasing the rent as deem fit.
- 4.6 The licensee should apply two months in advance that he/she desires to continue the leave and license.
- 4.7 In case the licensee fails to apply two months in advance it will be presumed that he is not interested in renewal and the Leave and License agreement shall stand terminated due to flux of time.
- 4.8 The renewal of the license shall be at the discretion of the Secretary of Goa Agricultural Produce and Livestock Marketing Board who may or may not renew the license even if the licensee agrees to pay increased license fee.

**5. SECURITY DEPOSIT**

- 5.1. The licensee will have to deposit six months license fees as security deposit and maintain the security deposit till the validity period of leave and license.
- 5.2. Licensor is entitled to adjust the aforesaid deposit towards any dues that may become payable to the licensor by the licensee and in respect of which the liability is on the licensor due to the licensee.
- 5.3. The Security Deposit has to be paid within seven days from receipt of the allotment letter, failure to pay the security deposit in stipulated time may result in rejection of the Bid Application with forfeiture of EMD and the Allotment will be done to second highest Bidder without any further notice.
- 5.4. The possession of the premises on “As is where is basis” will be handed over to the licensee on payment of the security deposit.
- 5.5. If the licensee fails to pay the license fee continuously for two months, the Leave and License Agreement shall be terminated and the security deposit paid by the licensee shall stand forfeited to the Marketing Board.

**6. GENERAL CONDITIONS**

- 6.1. The licensee shall not carry out any alteration or addition/ or any structural changes in the premises. Any changes required will be made in writing to the Secretary of the Marketing Board for consideration and his decision will be final.
- 6.2. The licensee shall not sublet or transfer the premises to any other person.
- 6.3. The licensee shall not keep or store any explosive or dangerous goods materials or substance inside the premises.
- 6.4. The Licensee shall use and occupy the premises for all purposes of carrying on the allotted business in the said premises.

- 6.5. The Licensee shall always keep the premises and its surroundings in clean and hygienic conditions. In case of any unhygienic conditions, the Marketing Board shall recover the cost of cleaning the place, subject to maximum amount of Rs. 2000/- per day.
- 6.6. The bidder should not be a defaulter of Marketing Board. The bidder who is found to be a defaulter of Marketing Board shall not be considered for issue of fresh tender or tender and shall be rejected by the Secretary of Goa Agricultural Produce and Livestock Marketing Board, if submitted.
- 6.7. The Licensee shall permit the Secretary or any other Officers/person of Marketing Board duly authorized by the Secretary to inspect the premises and also, if necessary, to carryout repairs/maintenance.
- 6.8. The Licensee shall duly observe and comply with all the instruction given by the Secretary of Goa Agricultural Produce and Livestock Marketing Board.
- 6.9. The successful bidder will have to pay ESI/PF contribution at the prevailing rates and comply with the provisions of labour laws in force in the State of Goa, if applicable.
- 6.10. The Goa Agricultural Produce and Livestock Marketing Board, shall not be bound to accept the highest or any other bid& reserves the right to accept or reject any or all the bids, without assigning any reason thereof.
- 6.11. The Licensee shall handover the premises to the Secretary of the Marketing Board on expiry of the license period or its sooner determination, as the case may be.
- 6.12. The allotment of premises on leave and license will be governed under the Goa Public Premises (Eviction of unauthorised occupant) Act 1988.