

TERMS AND CONDITIONS FOR THE AUCTION FOR LEVY OF STALLAGE FEES FROM MARKETS IN TERMS OF PROVISIONS OF SECTION 90 READ WITH SECTION 255 OF THE DADRA AND NAGAR HAVELI AND DAMAN AND DIU MUNICIPAL COUNCIL REGULATION 2004, AS RESOLVED BY THE STANDING COMMITTEE MEETING IN THEIR MEETING HELD ON 03/02/2021.

1. The Contract period refers to the period of 1 year from the date of signing of the contract.
2. The initial bid will be ₹ 65,50,000/- (Rupees Seventy Five lakh Fifty Thousand only) per annum and increase of bid at each call should not be less than ₹ 5,000.00
3. The interested party has to deposit an amount of ₹ 50,000.00 (Rupees Fifty 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(a) In addition to the Earnest Money Deposit referred above the interested person has to deposit an amount of ₹ 5,000.00 (Rupees Five 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. The successful bidder has to deposit an amount to 25% 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.
9. The security deposit should be paid to the Municipal Treasury, Daman Municipal Council, Daman within 7 (seven) 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.
10. 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.
11. The Condition stipulated at para 8 & 9 above shall be applicable to the second highest bidder.
12. 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 read with Section 255 of Dadra and Nagar Haveli and Daman and Diu Municipal Regulation,2004 on stamp paper. The cost of the stamp paper is to be borne by the Contractor.

13. The Contractor shall have to pay the finalized highest bid in installments as under :-
- Every month's installment must be paid before last day of the month.
 - On the event of non payment of installment within the above referred stipulated time period, the contract / agreement will be terminated immediately.
 - No relief in payment of installment or part payment of installment shall be granted to the Contractor by the Municipal Council.
14. The Contract of levy of stallages 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.
15. The Contractor will have the right to collect the fees for sale of goods in market, melas, fare and festivals in terms of the rate prescribed below.
- a. Vendors occupying an area throughout the day in the market or market campus and who are not paying any rent to the Municipal Council should have to pay
₹ 50.00 per day per Stall of Municipal Vegetable Market.
₹ 20.00 per day for area upto 1.5 sq. mt. and for every additional area @ ₹ 20.00 per 1.5 Sq. mt. or part thereof. And ₹ 10.00 per day for area upto 1.00 sq. mt. only.
 - b. The pedlors (traveler vendors) selling the articles on mobile hand cart and operating their Business in the jurisdiction of Municipal Council have to pay Rs. 20.00 per day.
 - c. The traveling vendors selling article without using any handcart or conveyance (putting articles on head or cycle) should have to pay ₹ 10.00 per day.
 - d. The vendors selling the articles in station handcart in the market or market campus should have to pay ₹ 20.00 per day.
 - e. The vendors selling the goods / articles through mechanized vehicle (Truck, Truck Tempo) shall pay ₹ 100.00 per day.
 - f. The vendors selling the goods / articles through mechanized vehicle (Rickshaw Tempo) Car shall pay ₹ 50.00 per day.
 - g. The vendors selling the goods / articles through mechanized vehicle Motor Cycle/ Moped shall pay ₹ 25.00 per day.
 - h. The stallage contractor shall not collect any stallage from the person installing any stall / cabin with rent and licence issued by DMC.
 - i. The vendors / shopkeeper selling the article in the public space outside the licence premises not being a private place should have to pay the fees as per clause 15(a) or 15(b).
- 16 The contractor shall in no case collect fees from those occupying the shop/stand / stalls / space of the market for which they pay rent to the Municipal Council.

17. The Contractor shall in no case insist different rate of tax or fees other than those prescribed under article 14, failing which penal action will be taken against the Contractor as decided by the Daman Municipal Council.
18. The Contractor shall not permit Stalls/Carts in such manner which restricts smooth flow of traffic or causes public nuisance.
19. The contractor 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 installment on the ground that the vendors have not paid the required amount of tax / fees, whatsoever be the reason. The contractor is authorized (every contractor or agent appointed by it for the collection of any tax and every person employed by such contractor or agent for the collection of such tax shall be deemed to be a public servant within the meaning of section 21 of the Indian penal code) to evict such a person from the premises on their failure to pay the stallage charges.
20. The fines and indemnities referred to the previous conditions and clauses if not paid willingly by the contractor within stipulated time period, the same will be recovered as arrears of property tax.
21. All notices regarding non-compliance of any of the clause of the contract or regarding the collection of fines imposed will be issued in terms of the provisions of the Daman & Diu Municipalities (Amendment) Regulation, 2018 and Rules or Bye-laws made thereunder.
22. 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.
23. 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.
24. The contractor shall have to stop the work of collection of fees in case of notice issued in terms of clause 22 referred above. The contractor 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.
25. 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.
26. 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.
27. The Daman Municipal Council, Daman reserves the right to accept or reject any or all the bids without assigning any reasons thereof.

28. If any dispute arises regarding implementation or interpretation of the contract, the same shall be referred for arbitration to the Standing Committee of DMC, Daman whose decision shall be final binding. The provisions of the Arbitration Act shall apply.
29. The Contract shall be for the period of 1 year only which may be extended one year at a time, for a maximum total period of 3 years depending upon performance and term and condition defined of the Daman Municipal Council, Daman.


27/10/2021
I/c. Administrative Officer
Daman Municipal Council
Daman.

Seen


27/12/2021
President
Daman Municipal Council
Daman