



सिलवासा नगर पालिका परिषद
SILVASSA MUNICIPAL COUNCIL
दादरा एवंनगर हवेली, /DADRA & NAGAR HAVELI,
सिलवासा /SILVASSA



No.SMC/Shop/Plot-135/Rep/2010/II/578

Date: 20/03/2018

AUCTION NOTICE

Auction for renting of shops through envelope at Municipal Shopping Complex situated at land bearing plot No. 135 (Shop No. 02 to 28), Opp. Balbhavan at Silvassa will be held on dated: - 04/04/2018 at 11:00 a.m. in the Town Hall, Silvassa. Interested bidders shall have to deposit Rs. 10,000.00 (Rupees Ten Thousand Only) EMD in FDR form, Rs. 1000/- (non-refundable in DD form) participation fees in the name of Chief Officer, Silvassa Municipal Council along with application form and signed copy of Terms and Conditions on 04/04/2018 up to 01.00 p.m. The bidder shall give two envelopes from which first envelope shall contain signed copy of Terms & Conditions, application form, EMD & Fees and second envelope will contain the bid for rent. The envelope of bid will be stand valid only when the first envelope will have the above-mentioned documents in it. Details can be seen on the website www.dnh.nic.in and www.smcdnh.nic.in the location can be visited from 11:00 a.m. to 18:00 p.m. before 29/03/2018.

sd/-

Chief Officer
Silvassa Municipal Council
Silvassa.



સિલવાસા નગર પાલિકા પરિષદ
SILVASSA MUNICIPAL COUNCIL
દાદરા એવંનગર હવેલી, /DADRA & NAGAR HAVELI,
સિલવાસા /SILVASSA



No.SMC/Shop/Plot-135/Rep/2010/II/578

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હરાજી નોટીસ

સેલવાસ નગર પાલિકા જમીનના પ્લોટ નં. ૧૩૫ પર આવેલ મ્યુનિસિપલ શોપિંગ કોમ્પ્લેક્સમાં દુકાનો (દુકાન નં. ૦૨ થી ૨૮), બાલભવનની સામે, સેલવાસ, જે ભાડે રાખવા માટે કવર દ્વારા હરાજી સેલવાસના ટાઉન હોલમાં તારીખ- ૦૪/૦૪/૨૦૧૮ ના રોજ સવારે ૧૧.૦૦ વાગ્યેથી યોજવામાં આવશે. રસ ધરાવતા બોલી (Bid) આપનાર અરજી પત્રક સાથે રૂ.૧૦,૦૦૦/- (દસ હજાર માત્ર) એફડીઆર ફોર્મમાં ઈએમડી, રૂ.૧૦૦૦ / - (ડીડી ફોર્મમાં બિન-રિફંડપાત્ર) ભાગીદારી ફી, સેલવાસ નગર પાલિકાના મુખ્ય અધિકારીના નામે તા. ૦૪/૦૪/૨૦૧૮ ના રોજ બપોરે ૧.૦૦ વાગ્યા સુધી નિયમો અને શરતોની હસ્તાક્ષર ની નકલ સાથે જમા કરાવવાની રહેશે. બોલી આપનારને બે કવર આપવાના રહેશે જેમાંથી પ્રથમમાં નિયમો અને શરતોની હસ્તાક્ષર સાથેની નકલ, અરજી ફોર્મ, ઈએમડી અને ફીની નકલ અને બીજા કવરમાં ભાડુ નક્કી કરવા માટે બોલી (બીડ)ની રકમ ધરાવતી નકલ રહેશે. બોલી(Bid) નું કવર ત્યારેજ માન્ય ગણાશે જ્યારે પ્રથમ કવરમાં ઉપર જણાવેલા તમામ દસ્તાવેજો યોગ્ય રીતે આપેલા હશે. તમામ વિગતો વેબસાઈટ www.dnh.nic.in અને www.smcdnh.nic.in પર જોઈ શકાશે અને સ્થળ ની મુલાકાત આપેલ તારીખ ૨૮/૦૩/૨૦૧૮ ના પહેલા સવારે ૧૧.૦૦ વાગ્યેથી સાંજે ૧૮.૦૦ વાગ્યા સુધીમાં લઈ શકાશે.

sd/-

મુખ્ય અધિકારી
સેલવાસ નગર પાલિકા
સેલવાસ



सिलवासा नगर पालिका परिषद
SILVASSA MUNICIPAL COUNCIL
दादरा एवंनगर हवेली, /DADRA & NAGAR HAVELI,
सिलवासा /SILVASSA



No.SMC/Shop/Plot-135/Rep/2010/II/578

Date: 20/03/2018

नीलामी नोटिस

सिलवासा नगर पालिका के प्लॉट नं १३५, म्यूनिसिपल शॉपिंग कॉम्प्लेक्स में दुकानें (दुकान नंबर ०२ से २८), बालभवन, सिलवासा के सामने, लिफाफे के माध्यम से दूकानें किराए पर देने के लिए नीलामी का आयोजन सिलवासा के टाउन हॉल में दिनांक - ०४/०४/२०१८ के दिन सुबह ११.०० बजे से आयोजन किया गया है। इच्छुक बोलीकर्ताओं को रु. १०,०००.०० (दस हजार रुपये) ईएमडी एफडीआर के रूप में, रु. १०००/- (डीडी रूप में गैर-वापसी योग्य) भागीदारी शुल्क, मुख्य अधिकारी, सिलवासा नगर पालिका के नाम पर दिनांक - ०४/०४/२०१८ को दोपहर १.०० बजे तक नियमों और शर्तों की हस्ताक्षर की प्रतिलिपि के साथ जमा करना होगा। बोलीदाताओं को दो लिफाफे दिये जाएंगे, जिनमें से पहला नियम और शर्तों, आवेदन फार्म, ईएमडी और शुल्क की प्रति और दूसरे लिफाफे में बोली (Bid) की प्रतिलिपि की एक प्रति होगी। बोली का लिफाफा केवल तभी मान्य होगा जब पहले लिफाफे में दिए गए उपर्युक्त सभी दस्तावेजों को ठीक से प्रदान किया जाएगा। सभी विवरण वेबसाइट www.dnh.nic.in और www.smcndh.nic.in देखे जा सकते हैं और इस जगह का दौरा दिनांक - २९/०३/२०१८ से पहले सुबह ११.०० बजे से १८.०० बजे तक किया जा सकता है।

sd/-

मुख्य अधिकारी
सिलवासा नगर पालिका
सिलवासा

**TERMS & CONDITIONS FOR ALLOTMENT OF SHOPS ON RENTAL BASIS
CONSTRUCTED BY THE SILVASSA MUNICIPAL COUNCIL ON LAND BEARING
PLOT NO. 135, OPP. TO BALBHAVAN OF VILLAGE, SILVASSA.**

(1) Before participating in an auction through envelope each intending bidder shall affix signature with date on a copy of the condition for Rent of shops, as a token of acceptance of the condition of Rent of Shop contained herein after. In case of rent of shops by Auction through envelope, the tenderer shall sign each copy of the condition of rent of shop and place in the sealed envelope. A person intending to bid on behalf of other company firm, shall have to produce a power of attorney in this regard. All correspondence made by this department to this furnished address shall be considered as correctly delivered notwithstanding any change in postal address, shall have to be intimated to the Chief Officer, Silvassa Municipal Council.

(2) **Procedures for allotting shops to the bidders:**

The Chief Officer, Silvassa Municipal Council or the Administrative Officer, Silvassa Municipal Council shall have right to withdraw any shop or shops from the auction. He may accept or reject any bid/offer or may stop any bidder at any stage of auction from bidding without assigning any reason thereof. No appeal against above action by the Department shall be entertained. Person intending to participate in auction through envelope shall have to pay EMD in FDR form for the amount of Rs. 10,000/- (Rs. Ten Thousand Only) for each shop as may be fixed, the EMD shall be submitted in a sealed envelope with Bids. The officers superintending the auction of rent of shops shall conduct the auction through envelope of any shop/shops in the following manner:

- a) The auction shall be conducted by taking bids in a sealed envelope, at the time & place duly advertised in the newspaper.
- b) The auction will be held within the minimum and maximum limit of rent set for each shop by the committee at para no.09.
- c) Intending particular shop which shall be recorded by the Officers superintending the auction of shops in a bid sheet.
- d) The bids shall be given by writing the bid rates within the minimum and maximum limit set for shops through a sealed envelope.
- e) The sealed envelopes of bid will be opened by the officers superintending the auction, along with the highest bidder and two other bidders as witness.
- f) The Bids envelope will be valid only when there are EMD and Fees available in it.
- g) The shops will be handed over to the highest bidder.
- h) If the bids by bidders for a particular shop is same, then both the bidders will be called together and a draw will be conducted through chits, each chit will have the bidders name along with Shop No. in it, thereafter whichever chit is opened with any of among their name, the shop will be given to him/her.

- (3) The EMD of any unsuccessful bidder will be returned at the close of the auction on production of a stamped receipt and EMD of the successful bidder shall be adjusted at the time of final payment made by the bidder. No bidder shall be permitted to retract the bid. In the event of dispute between the bidder, the dispute shall be decided by the officers superintending the auction. 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.
- (4) Participants has to inform type of business to be done in shop before taking part in auction through envelope and in case of change of his/her business he/she shall take permission of Silvassa Municipal Council before doing business.
- (5) The shops shall be allotted through procedures given at Para. 02.
- (6) Participant of auction through envelope may offer his highest monthly rent from minimum and maximum limit set on Para.09 for particular shop he is willing to keep on rent. Participant can apply for each shop.
- (7) These shops will be allotted initially for the period of three years on rental basis. However after three years period the same shops will be allotted as decided by the Council.
- (8) The rent of shops will be increased by CPI of every year.
- (9) The minimum and maximum rent of each shop is mentioned below:

Shop Numbers	Plinth area of each shop	Rent of each shop Per Month (Minimum and Maximum Limit)
02 to 20	12.283 Sq. mtrs.	Rs. 6,000/- to Rs. 20,000/-
21 to 28	10.631 Sq. mtrs.	Rs. 6,000/- to Rs. 20,000/-

Bids increased through Paise will not be counted (E.g. The (A) shopkeeper bids Rs.15000 and the other (B) shopkeeper bids Rs.15000.25, then the amount of both shopkeepers will be counted same i.e. Rs.15000/-).

The service charge as applicable time to time shall have to be paid by the tenants separately. Such service charges shall be collected by the Council from the tenant's along with the rent and in turn shall pay to the concern authority.

- (10) **Total 27 numbers** of shops available on ground floor, each shop have their numbers in front. The fees for applying for auction through envelope is Rs. 1000/- (Non-Refundable) for each shop, which shall be paid within the sealed envelope of bids.

- (11) The highest bidder must deposit Rs. 50,000/- through D.D. or Online transfer in favour of Chief Officer, Silvassa Municipal Council, immediately otherwise his allotment will be cancelled and amount of earnest money deposited by him will be forfeited.
- I. The successful bidder must deposit remaining amount i.e. Rs. 1,50,000/- in case of shop No. 2 to 8 and Rs. 1,00,000/- in case of shop No. 9 to 28, within 30 days of intimation of allotment to him otherwise his allotment will be stand cancelled and amount already deposited with Silvassa Municipal Council, will be forfeited and the same shop will be given through auction again.
 - II. The amount of Rs. 2.00 lacs in case of shop No. 2 to 8 and Rs. 1.50 Lac in case of Shop No. 9 to 28 will be permanently deposited with Silvassa Municipal Council on account of any damage to the property of SMC there will be non-payment of rent. The Silvassa Municipal Council will allot the common toilet to NGO for running it on “pay and use“ basis, this common toilet shall be utilized by the tenants on “pay and use” basis. No separate toilet or urinal will be allowed in shop as well as in open space. In addition to rent Rs.300 per shop shall be paid by each shop to NGO and this toilet shall be kept open for public use.
 - III. The rent deed/agreement shall be executed only after the payment of deposit within stipulated period.
- (12) The allotment of shop to the eligible and successful bidder shall be given by the Chief Officer on full payment of amount of deposit to the council and on execution of agreement/rent deed on proper stamp paper costing Rs. 100/- (Rupees One hundred only) in prescribed format. The cost of stamp paper and other incidental charges shall have to be borne by the successful bidder/allottee.
- (13) Further, internal agreement between two shopkeepers can be done. A shopkeeper can merge two shops (can extend their shops) with having mutual understanding between both and by having prior permission from Chief Officer, Silvassa Municipal Council, and may run the shop accordingly. The shopkeeper while leaving the shop must repair and make the shop as it was. If he is doesn't than the deposit amount will be forfeited.
- (14) Transfer of shop by the allottee/shop-holder/tenant shall be made with the prior permission of Chief Officer, Silvassa Municipal Council, Silvassa only. In such case new tenant must have domicile certificate of U.T of Dadra and Nagar Haveli. However, the transfer fees of shop shall be at the rate of Rs. 10,000/-per shop (Rs. Ten Thousand Only). The new tenant's in case of transfer of shop shall bear the cost of agreement and other incidental cost. In the event of death of the allottee/tenant or dissolution of the firm, the title shall be transferred on monthly rent to the legal heirs or successors, in such case the transfer fees and other incidental charges shall be recovered from legal heir/successor's.
- (15) The rate of transfer fees as mentioned in condition no. (14) above and enhancement in monthly rent may be reviewed by the Council if required by the Council. The rate of such

revision shall not be less than the rate in force/levyable at the time of revision and such revision shall be done by resolution passed with majority members of the General Body of the Council.

- (16) The shop-holder/allottee/tenant or his/her servant can make changes in electrical wiring, fittings etc. carried out by the Municipal Council with prior permission of the Chief Officer, Silvassa Municipal Council, Silvassa. The shop-holder/allottee/tenant or his/her servant can extend the shop with permission of Chief Officer, Silvassa Municipal Council, Silvassa and with permission of the other shop-holder. If at any time it is found that due to structural changes made which directly or indirectly is affecting the stability of the building, the said deed shall be cancelled immediately and the shop-holder/allottee/tenant will be prosecuted and the shop impounded with risk and cost of the defaulter shop-holder/allottee concerned.
- (17) The shop-holder/allottee/tenant shall have to pay himself any electrical bill, telephone bill, water bill, charges on account of fire safety and security of article within the shop, any other charges levyable by the Council and Government. The Silvassa Municipal Council will not be responsible for any kind of such payment in any circumstances. The tenants shall be solely responsible for discontinuation of any service due to nonpayment of bills etc.
- (18) 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.
- (19) The allottee shall utilize the shop allotted to him/her only for the purpose mentioned by him/her in his/her application/tender form/allotment order for allotment of shop. If any time the allottee intends to change the use prior permission of the Chief Officer, Silvassa Municipal Council has to be obtained. However, under no circumstances, the sale of articles that are objectionable, prohibited or injurious would be permitted.
- (20) The allottee/shop-holder/tenant under any circumstances shall not be allowed to indulge into any kind of criminal activities, gambling etc. in the allotted premises and shall not use the shop and its surrounding area for following works and sale:
 - I. Workshop or any business which required electrical motor more than 1 HP capacity.
 - II. Any kind of manufacturing unit.
 - III. Sale and storage of articles like meat, beef and fish and hotel purpose (only vegetables light refreshment purpose will be allowed).
 - IV. Any kind of explosive articles including crackers, cooking gas, etc.
 - V. Sale and storage of objectionable, prohibited and injurious articles.
 - VI. Sale and storage of explosive and injurious chemicals.
 - VII. Any articles generating bad odour and creating environmental pollution.
 - VIII. Any kind of automobile garage, cycle store or its maintenance, repairing etc.
 - IX. For the purpose of resident.

- X. To display or exhibit pictures, posters statues or other articles which are repugnant to the morale are of indecent, immoral or other improper character.
- XI. To display or exhibit any advertisement or placard or put up a hoarding part of the interior or exterior other than those permitted expressly in writing by Silvassa Municipal Council, Silvassa.
- XII. To keep any animals or conveyance in or outside the shop/premises.
- (21) The Application form scribed with the type and nature of business/shop which is proposed to be established. If it is found that any time the nature of business/shop is violating the conditions No. (20) above, and/or found to be reasonably objectionable which may harm and/or bring nuisance of any kind to the area, the shop will be closed/allotment will be cancelled forthwith after giving sufficient opportunity to be heard. The order of Chief Officer will be binding to all.
- (22) The shop-holder/allottee shall maintain the premise including open space in good condition and healthy environment.
- (23) The Chief Officer, Silvassa Municipal Council or its authorized agents reserve the right to inspect the shop at any time by giving due notice to the allottee/shop-holder.
- (24) The Silvassa Municipal Council shall have the right to alter any terms and conditions in future.
- (25) The allottee/shop-holder/tenant shall not carry out any illegal activities, anti-social activities, anti-national activities etc. in the premises.
- (26) The allottee/shop-holder shall be responsible to obtain necessary license, permit or permission required as per law to run the business of such nature and also to pay by himself/herself only any kind of Government/Municipal tax and other tax etc. applicable/levyable to run the business. The shop-holder/allottee shall have to obtain all require statutory and legal permission at his level and at own cost, if necessary to run the business. The Silvassa Municipal Council shall not be responsible for any such lapse on the part of the shop-holder/allottee.
- (27) The allottee/tenant shall pay the full amount of rent of (3months) quarterly in advance, as well as service charges applicable, by the 10th day of each January, April, July, Oct, and in case of default being made in payment on the due date, the Tenant shall be liable to pay interest @ 18% annum for the period the rent stands unpaid from the due date provided that if the default continues for a period of 2 quarters or more, the Chief Officer, Silvassa Municipal Council shall also be entitled to evict the tenant lawfully from the premises by terminating his tenancy.

- (28) The sealed cover containing the application form dully filled up in all respect shall be submitted in the office of the Chief Officer, Silvassa Municipal Council, Silvassa on or before dated and time (as decided by Competent Authority).
- (29) In the event of any dispute or question arising as to the interpretation of any condition, words etc. appearing, herewith it shall be referred to the General Body of the Municipal Council and its decision there on shall be final and binding to both the parties and no claim of any kind of such interpretation will be entertained. However, the appellat authority will be the Collector/Director (Muni. Admin.).
- (30) The allottee/shop-holder shall not be entitled to get its/their name entered in to the record of the Government and Municipality; the property will remain on the name of the Silvassa Municipal Council only. Successful tenants have to execute the agreement with the Council for regular payment of rent and for fulfillment of the all above conditions.
- (31) At any time, if Council requires any or all shops, in interest of general public or for providing better services to the citizens, the tenants shall be given prior notice of three months period for vacating the premise's and on expiry of such notice period the allottee/tenants shall without any further notice from the Council vacate the premises and handover the peaceful possession of the said shops to Chief Officer in the same good condition as he/she received it from the Council, normal wear & tear being excepted, however, in such cases, the council shall take all actions for rehabilitation of the affected tenants by allotting the shops available at other places within the area of Council with new terms and conditions and in case if rehabilitation is not possible, the security deposit will be released to the allottee/tenants immediately after taking possession of the shops without interest.

sd/-

Chief Officer
Silvassa Municipal Council
Silvassa

APPLICATION FORM

**ALLOTMENT OF SHOPS ON RENTAL BASIS CONSTRUCTED BY THE
SILVASSA MUNICIPAL COUNCIL ON LAND BEARING PLOT NO. 135,
OPP. TO BALBHAVAN OF VILLAGE, SILVASSA.**

Name of Company/Participant :
(in Block Letter)

Postal Address :

Mobile No :

Type of Business :

Demand Draft : YES / NO

Earnest Money Deposit (In FDR Form): YES / NO

Domicile Certificate : YES / NO

***It is Mandatory to enclose Signature copy of each paper of Terms & Condition which is available on official website of Dadra and Nagar Haveli or to the office of Silvassa Municipal Council.**

Yours Faithfully,

(Name of Company/Participant)