

DELHI DEVELOPMENT AUTHORITY



TENDER DOCUMENT FOR E-AUCTION

of

Temporary Bazaar

AT BAANSERA,

BHAGWAN BIRSA MUNDA CHOWK

ON LICENSE FEE BASIS

(Complete offer document is available on e-auction [website https://ddahort.etender.sbi](https://ddahort.etender.sbi) and DDA website www.dda.gov.in. Corrigendum, if any, shall only be available on above websites.)

TABLE OF CONTENTS

PARTICULARS	PAGE NO
<i>SCHEDULE OF BIDDING PROCESS</i>	
<i>DISCLAIMER</i>	
1. Introduction 2. Site of Temporary Bazaar 3. Purpose and Scope 4. Project Details 5. Key Deliverables 6. Roles and Responsibilities of the Agency 7. Roles and Responsibilities of DDA 8. Bazaar Operating Hours 9. Period of License and Payment of License Fee 10. Eligibility Criteria 11. Disqualification 12. General Instructions to Prospective Bidders 13. Bidding Process 14. Financial Model, Agreement and Related Issues 15. Renewal of License 16. General Terms and Conditions 17. Contract Termination Annexures <i>Annexure 1: Declaration Cum Undertaking Form</i> <i>Annexure 2: Technical Proposal</i> <i>Annexure 3: Affidavit / Undertaking</i> <i>Annexure 4: Draft Agreement</i> <i>Annexure 5: Checklist of Documents to be Submitted</i> <i>Annexure 6: Site Plan</i>	

SCHEDULE OF BIDDING PROCESS

E-AUCTION OF TEMPORARY BAZAAR AT BAANSERA, BHAGWAN BIRSA MUNDA CHOWK ON LICENSE FEE BASIS

1.	Issue of Notice for e-auction	29.05.2025
2.	Registration Starts	30.05.2025
3.	Help Desk (Online only) operational for information on e-auction	30.05.2025
4.	Last date of Online Registration for participating in e-auction on https://forwardauction.gem.gov.in/	26.06.2025
5.	Last Date of submission of Technical Proposal and online EMD	26.06.2025
6.	Date of online bidding (only among technical qualified bidders)	30.06.2025

(Any changes in above schedule will be notified only on DDA website **www.dda.gov.in** and e-auction website <https://ddahort.etender.sbi>)

DISCLAIMER

The information contained in this e-auction document or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Delhi Development Authority (DDA in short) or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this e-auction document and such other terms and conditions subject to which such information is provided.

This e-auction document is not an agreement and is neither an offer nor invitation by DDA to the prospective Applicants or any other person. The purpose of this e-auction document is to provide interested parties with information that may be useful to them in the formulation of their application for expressing their interest pursuant to this e-auction (the "Application"). This e-auction document includes statements, which reflect various assumptions and assessments arrived at by DDA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This e-auction document may not be appropriate for all persons, and it is not possible for DDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-auction document. The assumptions, assessments, statements and information contained in this e-auction document may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-auction document and obtain independent advice from appropriate sources.

Information provided in this e-auction document to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution for unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-auction document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-auction document and any assessment, assumption, statement or information contained therein or deemed to form part of this e-auction document.

DDA also accepts no liability of any nature whether resulting from negligence or otherwise arising from reliance of any Applicant upon the statements contained in this e-auction document. DDA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-auction document.

1. INTRODUCTION

The Delhi Development Authority is implementing Restoration and Rejuvenation of Flood Plains of River Yamuna in the 22 km. urban stretch of Yamuna in Delhi spanning from Wazirabad Barrage to Okhla Barrage (both Eastern & Western Bank). These have been divided into eleven projects having an area of more than 1700 hectares. In one such project, named Kalindi Aviral, a portion which has been restored as a theme-based Bamboo Park named 'Baansera' at Bhagwan Birsa Munda Chowk.

Spanning 40 hectares, 'Baansera' stands as a vibrant, eco-friendly public space that not only enhances the ecological integrity of the floodplains but also actively promotes community engagement and well-being. As Delhi's first multi-use public area enveloped in a lush bamboo canopy, it features extensive bamboo plantations in groves, bambusetums, and a variety of bamboo-based public amenities. Apart from riverine plantations of nature base ecology, Baansera is designed to accommodate diverse recreational activities, Baansera offers a tranquil setting for relaxation, nature observation, and both active and leisurely pursuits.

Baansera features an expansive 25,000 square meter congregation area, an eco-friendly Bazaar, a dedicated children's play zone, and a captivating musical fountain. In addition, visitors can enjoy artful sculptures, serene water bodies, designated selfie spots, a blooming flower terrace, and thoughtfully designed multi-level landscaping. The park also offers scenic views of Humayun's Tomb alongside the vast expanse of the River Yamuna.

2. SITE OF TEMPORARY BAZAAR

The mid-level terrace of Baansera features a bustling 100-seater Café that attracts a steady stream of visitors. Adjacent to the Café lies an 840 square meter linear open space, earmarked for hosting temporary bazaars and themed events using impermanent structures. Approximately 15 temporary structures—crafted from designated materials—can be arranged either in a linear street format or in the style of open courts, capturing the vibrant essence of a traditional bazaar.

3. PURPOSE AND SCOPE

The Agency will be required to design, build, operate and maintain a temporary bazaar that serves as a showcase of culture, offering an array of handicrafts, culinary delights and performances. The bazaar will feature an open-air market, a food plaza and a dedicated craft zone. The bazaar is to be made using impermanent materials, ensuring flexibility, sustainability and ease of dismantling. The space is intended to host theme-based events throughout the year, creating a vibrant and engaging environment that provides a rewarding experience for both vendors and visitors.

4. PROJECT DETAILS:

Delhi Development Authority (DDA) will provide space on “As is where is” basis, on annual License fee, for design, build, operate and maintain Temporary Bazaar at Baansera, Bhagwan Birsa Munda Chowk. The details are as under:

5. KEY DELIVERABLES

- a) The Agency will design, build, operate and maintain a temporary bazaar that showcases the culture, handicrafts, culinary delights and performances as per this document.
- b) The Agency will source, provide and fix the stalls as per the approved design and layout plan.
- c) The Agency will arrange for the vendors in the specified fields to operate in the Bazaar.

Name of Facility/Location	Temporary Bazaar at Baansera, Bhagwan Birsa Munda Chowk
Total Open Area (sqm)	1500 sqm
Total Built-up allowed through temporary installation of stalls	300 sqm
Minimum Annual Reserve Price (For e-auction) (In ₹)	25,48,800

- d) The Agency will curate and manage a comprehensive year-long calendar featuring various cultural activities to attract visitors and create a vibrant atmosphere.
- e) The strategic marketing of the periodical year wise events will be done by the Agency.

6. ROLE AND RESPONSIBILITIES OF THE AGENCY:

- a) The Agency will submit its design and layout plan for approval of the DDA's Competent Authority which will include the physical arrangement of the stall units, the open area arrangement of the temporary bazaar and other semi-permanent structures and installations, if any.
- b) The Agency shall use semi-permanent structures in steel or any other material as stalls to provide for stalls for display and selling of goods. The stalls shall be flexible, sustainable and easily dismantled.
- c) The Agency will submit a calendar wise list of vendors to DDA as prior information. No vendor will operate from the same stall for more than 15 days, until unless approved in advance by DDA.
- d) The Agency will submit a yearly event calendar to DDA as prior information. Amendments in the calendar will be considered as per mutual consent.
- e) The Agency will set up collective and individual branding and signage to adequately promote the Bazaar events. Individual vendors will be allowed to display branding specific to their product and brand in a designated space and theme.

- f) Adequate number of dustbins for waste disposal, especially for food-related items, will be kept at the bazaar and be cleaned periodically by the Agency to keep the Bazaar clean. The garbage will be disposed off by the Agency to the designated location within Baansera. Construction waste, if any, will be disposed off outside of Baansera by the Agency itself.
- g) Apart from the security systems available in Baansera, the Agency if so requires can set up its own surveillance systems. Any assistance required in terms of electrical setup to support the system proposed and the locations of installation shall be mutually agreed.
- h) Visitors to the Bazaar may use the DDA Parking near the main gate of Baansera. If the agency so wishes, it may provide its own battery-operated transportation for visits to commute between the parking and the Bazaar, subject to prior approvals from DDA.
- i) Loading / unloading of the Agency's or vendors' goods will be allowed between 11pm to 6am so as not to disturb the other users of the park. The Agency to ensure the confinement of the service vehicles and the loading / unloading activities to within the allocated space.
- j) The Agency shall arrange for temporary lighting setups for evening bazaars or night events, ensuring the area is well-lit for safety and visibility.
- k) The Agency will pay the electric bill as per actuals through the provided sub meter, directly to the electricity provider. If required, generator of requisite capacity will be arranged by the Agency as electrical backup, which will be placed at a mutually agreed location. However, use of alternative energy is encouraged.
- l) Advertisement and promotional activities of the upcoming and ongoing events at the Bazaar will be the responsibility of the Agency. The Agency will design and implement collective and/or individual branding, wayfinding signage and any promotional materials through all medium. All promotional content must be in line with DDA's standards and prior approved.
- m) Any approval or NoCs if required for setting up or operation of the Bazaar will be the responsibility of the Agency.
- n) The Agency shall agree to adhere to all applicable legal, regulatory and environmental guidelines, including the guidelines set by the National Green Tribunal (NGT), ensuring compliance with all standards.
- o) The operating hours of the Bazaar will be 6am to 11pm.
- p) The Agency will confine all its operations and activities (like storage of raw materials/ beverages etc., food preparation/ serving/ seating/ dining etc.) only in the area allocated by DDA.
- q) The Agency shall be responsible for maintenance and repair works of the area allocated by DDA as in original condition to the date of allotment.
- r) Day to day cleaning of the Bazaar area alone will be the responsibility of the Agency.
- s) The Agency shall not alter the general landscape features of the park, until unless taken prior written approval from DDA.
- t) Maintenance, smooth running and wet waste disposal of any kitchen within the

Bazaar area, if any will be the responsibility of the Agency.

- u) The Agency shall comply with all the directions/ guidelines/ circulars issued by the Government and its regulatory bodies from time to time. It shall be solely responsible for any misconduct of its employees /staff/ customers and independently blinded by the court of Law.
- v) The Agency shall adhere to environmental regulations and sustainability standards. Use of biodegradable and eco-friendly items should be encouraged in the day to day running of the Bazaar.
- w) The Agency to ensure on the regulations regarding noise levels and measures to control potential disturbances to other visitors of the park.
- x) The Agency will arrange for all required machinery and equipment so required for smooth planning, execution, functioning as per scope of work of this document.

7. ROLE AND RESPONSIBILITIES OF DDA

- a) The DDA will approve of the design and layout plan submitted by the Agency within 15 days of formal submission.
- b) The disposal of the garbage deposited by the Agency at a designated space within Baansera will be the responsibility of the DDA.
- c) A quantum of 20 car park spaces will be allowed at the DDA parking near the Baansera main gate as free car park for the organizers and vendors of the Bazaar.
- d) DDA will facilitate and provide for a separate electric connection with meter for the Bazaar. Based on the Agency's load calculations, DDA will arrange for the necessary power supply on a chargeable basis for the operation of the bazaar.
- e) DDA will utilize its social media handles for the purpose of notifications, promotions and updates of the upcoming and ongoing events at the Bazaar.
- f) DDA will facilitate and provide for a separate water connection with meter for the Bazaar which will be paid by the agency as per actuals.
- g) Day to day care of the horticulture works of the Bazaar area will be the responsibility of the DDA.
- h) DDA will ensure that arrangement of wet kitchen disposal arrangement. If required.
- i) DDA reserves the right to conduct any inspection to the premise without any prior notice.
- j) DDA will provide the space under reference on "As is where is" basis, free from all encumbrances to the Agency on annual License fee as per agreement.

8. BAZAAR OPERATING HOURS

The operating hours of the Bazaar will be from 6 am to 11 pm on all days. The Bazaar service timing will be from 11pm to 6am.

9. PERIOD OF LICENSE & PAYMENT OF LICENSE FEE:

a.	Tenure of License	The initial License term would be for a period of 3 years extendable, up to a maximum of 9 years. The tenure of license would, after the expiry of the first term of three years, be extendable for a further period of 3 years (1st extension) at the option of the licensee provided that there has been no violation of the terms and conditions of the License as provided in the tender document, the license deed and any statutory provision. After completion of the 6th year, the tenure of license will be extendable for another period of 3 years (2nd and final extension) by the mutual consent of licensee and licensor and not at the sole option of the licensee. There shall be no further extension after a total period of 09 years.																																		
b.	License Free Period	<p>The License period will start from 100 days after the date of the physical possession of the site. The Agency is expected to complete all its design, provision and installation on site as well as arranging for the vendors within this period, ready to operate the Bazaar.</p> <p>No commercial activity will take during this period. In case the agency wishes to start the commercial venture before the 100 days, the moratorium period will end, and the Licence period will be initiated.</p>																																		
c.	Payment of License Fee	<table><tr><th>Term</th><th>Year</th><th>License fee * (in Rs.)</th><th>Enhancement</th></tr><tr><td rowspan="3">Term 1</td><td>1st</td><td>100.00/-</td><td></td></tr><tr><td>2nd</td><td>105.001-</td><td>5%</td></tr><tr><td>3rd</td><td>110.25/-</td><td>5%</td></tr><tr><td rowspan="3">Term 2</td><td>4th</td><td>121.28/-</td><td>10%</td></tr><tr><td>5th</td><td>127.34/-</td><td>5%</td></tr><tr><td>6th</td><td>133.71/-</td><td>5%</td></tr><tr><td rowspan="3">Term 3</td><td>7th</td><td>147.10/-</td><td>10%</td></tr><tr><td>8th</td><td>154.43/-</td><td>5%</td></tr><tr><td>9th</td><td>162.15/-</td><td>5%</td></tr></table> <p>The payment shall be made quarterly by the Licensee on or before the 10th of first month of the quarter in advance after possession of the site. Further, the rental enhancement will be @ 5% annually and @10% at the</p>	Term	Year	License fee * (in Rs.)	Enhancement	Term 1	1 st	100.00/-		2 nd	105.001-	5%	3 rd	110.25/-	5%	Term 2	4 th	121.28/-	10%	5 th	127.34/-	5%	6 th	133.71/-	5%	Term 3	7 th	147.10/-	10%	8 th	154.43/-	5%	9 th	162.15/-	5%
Term	Year	License fee * (in Rs.)	Enhancement																																	
Term 1	1 st	100.00/-																																		
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	9 th	162.15/-	5%																																	

		<p>completion of every 3 years of license term, as reflected in the table below:</p> <p><i>* The amount mentioned under this column is hypothetical and indicative for the purpose of calculations. The actual amount will be calculated on the basis of the bid of the licensee accepted by the Competent Authority</i></p>
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10. ELIGIBILITY CRITERIA

Firm(s) / Individual(s) / Agency(ies) who have the experience of running a business concerning art, food, craft and/or tourism that serves as a showcase of culture, offering an array of handicrafts, culinary delights and performances shall be eligible to participate in the bid process. The bidders should also have valid registration with Sales Tax/VAT/GST & Income Tax authorities. The interested participants have to submit a Technical Proposal (**Annexure-2**) through email only on eehcd9dda@gmail.com. The Technical Proposal will be judged by a Committee to arrive at a unique design proposal. No physical proposal will be entertained by DDA. The eligible bidders will be informed through email only.

11. DISQUALIFICATIONS:

Firm/Individual/Agency which has been blacklisted in the past (hereinafter referred to as defaulting firm), including any firm/agency in which any of defaulting firm's/agency's Partner/Proprietor/ Director/Member is a promoter shall not be eligible for participating in the e-auction. If the defaulting firm subsequently changes the character / style / nomenclature / composition of the firm, even then, it will not be eligible. The bidder shall be required to furnish an undertaking to this effect along with the technical proposal (**Annexure-1**).

A party who is liable to be disqualified or ineligible to participate in the e-auction according to the aforesaid conditions shall not be expected to offer the bid in the name of its associate concern/ subsidiaries/principals/ front. The Competent Authority may declare such bid disqualified on this ground, if he is of the opinion that the said bidder is acting in collusion with and for the benefit of any other party who would have been disqualified to participate in bid on its own.

Any Firm/Individual/Agency having pending dues of DDA will not be eligible for allotment of Temporary bazaar. The bidder shall be required to furnish an undertaking to this effect along with the technical proposal (**Annexure-2**).

12. GENERAL INSTRUCTIONS TO PROSPECTIVE BIDDERS

- Only registered bidders, who are eligible and have paid Earnest Money Deposit (EMD) online, will be able to participate in the e-auction.

- b) **Format and Signing of Proposal:** Bidders would provide all the information as per this E-Auction Document and in the specified formats. Bidders participating through a company are required to disclose their Promoter-ship or Directorship in any other company, if any.
- c) **Proposal Preparation Cost:** The Bidder shall be responsible for all the costs associated with the preparation of his proposal and participation in the bidding process. DDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.
- d) **Language and Currency:** The Proposal and all related correspondence and documents shall be written in the English language. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).
- e) **E-Auction related Documents:** The bidders may download e-Auction Documents from DDA website www.dda.gov.in or e-auction website <https://ddahort.etender.sbi> free of cost. Corrigendum, if any, may also be downloaded from the same.
- f) **Validity of Proposal:** The Proposal shall remain valid for a period of 180 days from the date of e-bidding. Prior to expiry of the original Proposal Validity Period, DDA may request the Bidders to extend the period of validity for a specified additional period. The Bidder may refuse the request without forfeiting its Bid Security. The Bidder who agrees to such a request will not be allowed to modify its Proposal, but would be required to extend the validity of its EMD for the period of extension. Successful Bidder shall extend the Proposal Validity Period till the date of execution of the Service Agreement.
- g) **Clarifications:** To assist in the process of evaluation of Proposals, DDA may, at its sole discretion, ask any Bidder for clarification on his/her Proposal. The request for clarification and the response shall be in writing or by E-mail. No change in the substance of the Proposal would be permitted by way of such clarifications.
- h) **Amendment of E-Auction Document:** At any time prior to the proposed Due Date, DDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the E-Auction Document. Any modification thus issued will be informed to all the prospective bidders as Corrigendum by notifying on DDA website as well as e-auction website. Such modification will be binding upon all bidders participating in the E-Auction process. It shall be the sole responsibility of the bidder to regularly visit both the websites mentioned in the tender document for information regarding modifications/corrigendum.
- i) **Confidentiality:** Information relating to the e-auction process shall not be

disclosed to any person not officially concerned with the process. DDA will treat all information submitted as part of Proposal in confidence and will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

- j) **DDA's Right to Accept or Reject Proposal:** DDA reserves the right to accept or reject any or all of the Proposals/e-bids without assigning any reason whatsoever and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without any liability or obligation for such acceptance, rejection or annulment.
- k) **Force Majeure:** The bidders shall not be responsible for failure or delay in performing their obligations due to force majeure, which shall include natural calamities including epidemic, lightning, earthquake, flood, storm, or other unusual or extreme adverse weather or environmental conditions. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party i.e. DDA. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the affected party's performance of its obligations and the measures which the affected party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the affected party shall be suspended to the extent they are affected by the Force Majeure, subject to concurrence of the competent authority.
- l) **Disputes:** In case of any dispute, only Local Courts in Delhi shall have jurisdiction.

13. BIDDING PROCESS

- a) Prospective bidders shall ensure the following before participating in e-auction:
 - i. Participants have to get themselves registered on the e-auction portal i.e. <https://ddahort.etender.sbi> by making online payment for Rs. 20,000 + GST (18%). Help is provided to the prospective bidders for registration Support Desk: 022-22811110 / 07968136848 / 07968136849 / 0736806, Email id - etender.support@sbi.co.in.
 - ii. Participants shall possess a valid Class III Digital Signature Certificate (DSC) signed by any of the certifying authorities. Assistance is available to potential bidders for obtaining digital signatures at the help desks specified in Clause 1 above.
 - iii. Participants shall safely keep their User ID and password, which will be issued by the online service provider upon registration, and which is necessary for e-bidding.
 - iv. Bidders shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.

- v. Bidders are advised to promptly change the password upon receiving it from e-auctioning portal.
- b) **First Stage EMD:** In order to participate in the Bidding Process, eligible bidders are required to make an online payment amounting to 5% of the Reserve Price as mentioned in Para 5, as the First Stage Earnest Money Deposit (EMD). This payment should be made through the e-payment gateway of the e-auction portal.
- c) **Online bids:**
 - i. Bidders are required to quote for the yearly license fee over and above the reserve price mentioned in the Para 5.
 - ii. E-auction will start and end as per schedule mentioned in the tender document. The bid for e-auction shall start with a minimum one increment above the Reserve Annual License Fee. Increment of rate in e-auction shall be Rs. 1,000/- (minimum increment value) or multiple thereof, with a maximum increment of Rs. 5,000/-.
 - iii. Once the e-bid is placed, the bidder cannot reduce or withdraw it for whatsoever reason.
 - iv. Bidder shall be solely responsible for all consequences arising out of the bid submitted by him / her (including any wrongful bidding) and no complaint / representation will be entertained in this regard by the DDA / Service provider. Hence bidders are cautioned to be careful to check the bid amount, and alter / rectify their bid if required, before confirming the bid submitted.
- d) **Time Extension:** If any market leading bid (bid higher than the highest at the point in time) is received within the last 10 minutes of closing time, the time of auction will get automatically extended by another 10 minutes and subsequently, if no further bid higher than the last quoted highest bid is received within the said extended 10 minutes, the auction will be automatically closed at the expiry of the extended 10 minutes and the highest bidder will become H1 bidder.
- e) **Assistance Booth for the prospective Bidders:** For facilitation of the prospective bidders, a Helpdesk has been set up at Nagrik Suvidha Kendra, DDA Office, D-Block, Vikas Sadan, INA, New Delhi-23. Prospective bidders can get the required information for the e-auctioning process during working hours.
- f) **Note of caution for the Bidders:**
 - i. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system / power failure at the Bidders' end. To avoid losing out on bidding because of above-mentioned reasons, it is advised to have reliable internet connection and ICT equipment and not to wait for the last moment for submitting your bid.
 - ii. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the E-Auction. Failure to furnish all the necessary information as required or submission of a

proposal not substantially responsive to all the requirements of the E-Auction shall be at Bidder's own risk and may be liable for rejection.

- g) **Unconditional Bids:** Bidders may note that DDA will not entertain any deviations from the E-Auction Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the E-Auction Document with all its contents including the Draft Service Agreement (**Annexure-4**). Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- h) **Rejection of Bids:** DDA reserves the right to reject any / all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The DDA may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:
- i. Made misleading or false representations in the E-Auction reply or documents in support of mandatory criteria.
 - ii. Submitted a proposal online that is not accompanied by required documentation or is non-responsive. In the absence of any document as required, the concerned party shall be considered as not eligible and in that eventuality their participation in the e-Auction shall not be considered.
 - iii. Failed to provide clarifications related thereto, when sought.
 - iv. Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of their bid.
 - v. Any superfluous documents / document not related to the mandatory criteria, is purported to be related to mandatory criteria, may result in summary rejection of bid. All participating bidders are clearly instructed to attach only documents which are relevant to the mandatory criteria as specified in the E-Auction document and not any other work.
 - vi. Any bidder(s) found indulging in malicious campaign or disinformation campaign against the present scheme of e-auction including the properties being put to e-auction, either directly or through third parties shall be liable for rejection of bid and other legal actions as per law. Such bidder may also be blacklisted by the DDA.
 - vii. Any firm / Individual / Agency falling under the following category is not eligible participate in the e-auction:
 - a. Debarred / blacklisted by DDA or any other Department or Statutory or Autonomous Body of Govt. of India, State or Union Territory, including GNCTD.
 - b. Any Firm / Individual / Agency who or which has been ordered by a Court of Law to pay any outstanding dues of DDA but not made the payment.
 - c. If the entity participating is a Private or Public Limited Company, Partnership Firm or Sole Proprietor and any of the Directors / Partners

/ Sole Proprietor of such company or firm is also a Director of any other company or partner of a concern or a Sole Proprietor having business with DDA and has outstanding dues payable to the Authority.

- i) **Bidder's Responsibility:** The following due diligence / deliberation is the sole responsibility of the bidder:
- i. The Bidder may carry out field visits to assess the site offered on license at any time at its own cost.
 - ii. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of E-Auction Document will be at the Bidder's own risk.
 - iii. It would be deemed that prior to the bidding and submission of Proposal, the Bidder has:
 - a. Made a complete and careful examination of requirements, and other information set forth in this E-Auction Document.
 - b. Received all such relevant information as it has requested from DDA.
 - c. Made a complete and careful examination of the various aspects of the Project that might affect the Bidder's performance under the terms of this E-Auction Document.
 - d. Perused the Tender document as well as corrigendum, if any, carefully.
 - e. DDA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

14. FINANCIAL MODEL, AGREEMENT AND RELATED ISSUES

- a) **First Stage Earnest Money Deposit (1st Stage EMD):** Every bidder is required to make online payment equivalent to 5% of the Reserved Annual License i.e Rs 20119/- as First Stage Earnest Money Deposit through e-payment gateway of e-auction portal, to be eligible for participation in the e-Auction.
- b) **Security Deposit:** That the selected bidder shall deposit six months license fee as security deposit, i.e., half the amount of his H1 bid, minus the first stage EMD, within 15 days from the date of issuance of LOI. The security deposit paid by the bidder will be refunded after the time of completion of the license period subject to payment of all the dues by the bidder. **Consequence of Failure to deposit security deposit:** If the successful bidder fails to make the payment of security deposit within the time prescribed, his/her bid will be cancelled and 1st stage EMD shall be forfeited.
- c) **Payment of License Fee:** The payment of license fee shall be made quarterly by the licensee in advance, on or before the 10th of first month of the quarter after possession of the site. The Security deposit will not be adjusted against the license fee. GST as applicable shall be paid over and above the license fee by the licensee. In case of failure to deposit the license fee in time, interest @ 15% p.a. will be leviable. In case of delay up to 15 days in a calendar month, interest shall be payable for 15 days and for delay of more than 15 days in the month, interest shall be payable for the whole month. Further in case the license fee along with the interest due is not paid within 90 days of the due date, the security deposit will be encashed by the DDA to recover its dues, and license shall be liable to be cancelled.
- d) **Notifications:** DDA will inform the Successful Bidder online through e-mail as provided by the bidder through the service provider agency.
- e) **Mode of Payment**

After the completion of e-auction, which will be through e-auction portal, all further actions such as issuance of Letter of Intent, further payments of License fee, Security Deposit, Possession Letter, etc. will be through BHOOMI Portal (<https://eservices.dda.org.in/user>). User Manual of BHOOMI Portal is available on BHOOMI Portal. In order to access the BHOOMI portal, the H1 bidder shall register on the said portal separately. It is advised that the H1 bidder registers on the BHOOMI portal immediately upon conclusion of the e-auction. DDA shall not bear any liability in respect of any failure of the H1 bidder on account of not registering or not accessing GEM portal after conclusion of the e-auction.

- f) **Letter of Intent (LOI):** The LOI shall, upon its issuance, be uploaded on BHOOMI Portal only, after acceptance of the H1 bid by the Competent Authority. Further, it is clarified that no formal LOI shall be issued through either offline mode or through e-auction Portal i.e. <https://ddahort.etender.sbi> or through email. LOI shall be accessed by the H1 bidder on BHOOMI portal only. However, intimation of issuance of LOI will be communicated to the H1 bidder through system generated email dda-eauction@dda.gov.in whose bid has been accepted by the

Competent Authority. Therefore, the bidder shall check his registered email account to access the aforesaid intimation. Further, the bidder is also requested to check the spam folder of the registered email provided by him. DDA will not be responsible in any manner, in whatsoever, on account of any email not accessed by the H1 bidder.

g) **Acceptance Letter:** The acceptance letter will be issued by DDA after receipt of security deposit and verification of the same. Upon its issuance the acceptance letter shall be uploaded by DDA on BHOOMI Portal. No acceptance letter shall be issued through either offline mode or through e-auction Portal i.e. <https://ddahort.etender.sbi>, or through email. Acceptance letter shall be accessed by the H1 bidder on BHOOMI portal only. However, intimation of issuance of acceptance letter will be communicated to the H1 bidder through email. Therefore, the bidder shall check his registered email account to access the aforesaid intimation. Further, the bidder is also requested to check the spam folder of the registered email provided by him. DDA will not be responsible in any manner, in whatsoever, on account of any email not accessed by the H1 bidder. After issuance of the Acceptance Letter, the following documents are required to be submitted within 07 days on BHOOMI Portal for physical possession of Bazaar:

- i. The terms and conditions of e-auction and License Deed (form-D of Nazul Rules 1981) duly typed on a Non-Judicial stamp paper worth Rs. 100/- (each) signed by the successful Bidder and duly attested by Notary Public.
- ii. Specimen signature of successful Bidder if an individual, of all the partners if the successful Bidder is Partnership Firm or the person authorized by the Company through Resolution passed by the Board of Directors to enter into contract, and take physical possession, in case the successful bidder is a company, as the case may be, duly attested by Notary Public.
- iii. Passport size photograph duly attested by Notary Public.
- iv. Proof of identification issued by Government of India.
- v. Copy of Board of Resolution, in case of authorized signatory.
- vi. Certificate of incorporation and Memorandum of Association in case of firm / Company.
- vii. Copy of Partnership Deed, in case of a firm is a Partnership Firm.
- viii. Any other required document required through the GEM Portal.

h) **Physical Possession of the site:** The Site will be handed over for operationalization after receipt and verification of the EMD, signed proposal, Security Deposit, and all the required documents through BHOOMI Portal. A letter for handing over the physical possession will be issued through BHOOMI Portal.

i) **Possession Letter:** The letter for handing over the physical possession will be issued and upon its issuance, will be uploaded on BHOOMI Portal and shall not be issued through either offline mode or through e-auction Portal i.e. <https://ddaland.etender.sbi>, or through email. The letter for handing over the

physical possession shall be accessed by the H1 bidder on GEM portal only. However, intimation of its issuance will be communicated to the H1 bidder through email. Therefore, the bidder shall check his registered email account to access the aforesaid intimation. Further, the bidder is also requested to check the spam folder of the registered email provided by him. DDA will not be responsible in any manner, in whatsoever, on account of any email not accessed by the H1 bidder.

- j) The successful bidder will be required to take over the physical possession from concerned Engineering/Horticulture Division within 30 days from the date of issuance of letter of handing over the physical possession, failing which the license shall stand cancelled and the Earnest Money (EMD) deposited shall stand forfeited without any notice.
- k) For taking over the possession, the bidder is required to carry a copy of Possession Letter, a valid identity proof in original, their registered mobile number to the official of concerned Engineering/Horticulture Division for verification.
- l) After verification the concerned official of the Engineering/Horticulture division will hand over the physical possession of the site and provide a copy of Site Possession Slip and Site Plan to the H1 bidder. The H1 bidder is required to upload a scanned copy of the same on BHOOMI Portal.
- m) **Agreement:** A License agreement would be executed with the H1 bidder. In the event that any provision of the agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that shall be amended, if possible, so as to conform to law and if amendment is not possible, that part of the Agreement shall be deleted and the remainder of the provisions of the agreement shall remain in full force and effect. That this contract and the agreement shall endure irrespective of change of constitution of the implementing agency or any amendment to the act/rules/regulations/bye-laws hereafter made and shall have an arbitration clause in the agreement. The e-Auction document and outcomes of negotiations, if any, with the selected bidder shall form a part of the agreement.

15. RENEWAL OF LICENSE:

- a) The initial License term would be for a period of 3 years extendable, up to a maximum of 9 years. The tenure of license would, after the expiry of the first term of three years, be extendable for a further period of 3 years (1st extension) at the option of the licensee provided that there has been no violation of the terms and conditions of the License as provided in the tender document, the license deed and any statutory provision. After completion of the 6th year, the tenure of license will be extendable for another period of 3 years (2nd and final extension) by the mutual consent of licensee and licensor and not at the sole option of the licensee. There shall be no further extension after a total period of 09 years.

Extension of the term of license shall be subject to satisfactory performance of the licensee, of the terms & conditions provided in the license agreement

and the decision of the licensor shall be final and binding in this regard, upon the licensee.

- b) In case, the licensee is willing to seek an extension of the term of the license, he shall submit a written request to the Dy. Director (Horticulture), DDA at least 06 months before the expiry of the term of license.
- c) Upon approval of the request of the licensee for extension of the term of the license, by the Vice Chairman, DDA, the next term of the license shall commence on the first day of the next period of 05 years. Thus, the first extended term of the license will commence on the first day of the 6th year and the second extended term will commence on the first day of the 11th year.
- d) The extension of the term of the license shall also be subject to payment of the difference of the amount towards the security deposit calculated on the basis of enhanced annual license fee.
- e) In case a bidder does not seek renewal of the license for next term (another five years), he/she shall inform DDA in this regard in writing six months before the expiry of the term of license and upon the expiry of the license term, shall peacefully hand over the possession of the site.

16. GENERAL TERMS & CONDITIONS:

- a) Change in the constitution/shareholding of the firm/agency to which the License is granted, will not be allowed during the licence period without the approval of the licensor.
- b) Within 07 days from the date of submission of security deposit, the Licensee shall execute an agreement with DDA on stamp paper of requisite value and shall bear all the expenses in connection with execution thereof.
- c) The Licensee is liable to pay all Govt. Taxes applicable at the rates as levied by Govt. of India/GNCTD/ Local bodies, from time to time.
- d) The Licensee shall use the premises only for the purpose indicated in the Agreement and for no other purpose whatsoever.
- e) The Licensee shall not damage the license premises or any part thereof and in the event of any damage being caused by the Licensee or his employees or invitees or customers, the Authority shall be entitled to claim the damage and call upon the Licensee for replacement and reimbursement of cost thereof, which the Licensee shall undertake to pay forthwith, on demand. Further, the licensee is also liable for action including any prosecution under any relevant law or rules/regulations or court's judgments, as applicable.
- f) The Licensee shall comply with all prevailing labor laws/ Municipal laws & statutory requirements of other Central/ State Government organizations. In case of violations of any laws/ regulations of the statutory bodies, the Licensee will be solely responsible for the consequences arising out of such violations and shall indemnify the Delhi Development Authority on account of any liability in this regard.
- g) The Licensee shall take all precautions and safety measures for safety and

security of its personnel employed/engaged/hired by the licensee and DDA will not in any way be responsible for any disability, either permanent or temporary or any injury, whatsoever, caused to any personnel employed/engaged/hired by the licensee for any work/services in the premises. The licensee shall indemnify the Delhi Development Authority on account of any liability in this regard.

- h) The Licensee shall remain solely and exclusively liable in respect of causes of action, claims, damages, compensation or cost, charges and shall indemnify the DDA in this regard. Expenses incurred by DDA arising out of any accident or injury or loss sustained by any workman or other person employed/engaged/hired by DDA while in the license premises, arising out of any act of omission, commission, default, negligence or error in judgment on the part of the Licensee or any personnel employed/engaged/hired, shall be reimbursed fully by the licensee.
- i) The Licensor shall be entitled to terminate the license agreement with three months' prior notice to the licensee and discharge the contract without prejudice to other rights and remedies available to the Authority, on account of non-performance of any of the conditions of the agreement. Likewise, the Licensee may terminate the agreement after giving three months' prior notice to the licensor.
- j) The licensee shall not display or exhibit pictures, posters, statues or other articles which are repugnant to the morale or are of indecent, immoral or improper character.
- k) The licensee will follow the guidelines of Disaster Management and obtain necessary clearances from concerned authorities.
- l) Proper cleanliness of the license premises including the toilets, all open areas shall be maintained by the licensee. Arrangement for solid and liquid waste disposal shall be made separately by the licensee. The licensee shall also abide by Swachh Bharat Mission guidelines as published from time to time along with the directions issued by various authorities in this regard.
- m) All statutory provisions, guidelines and directions of any court of law or of any authority pursuant thereto shall be followed by the licensee with regard to Sound/Air/Water Pollution.
- n) The licensee shall not permit any unlawful or illegal activity in the license premises and shall be solely responsible to the Law enforcement authorities.
- o) In the event of violation of any terms & conditions by the licensee during the license period, DDA shall have the right to cancel the agreement and forfeit the entire security amount deposited by the licensee.
- p) The licensee shall be responsible for all statutory taxes and payments to different agencies and indemnify DDA from the same (Annexure-3).
- q) The licensee shall follow all the guidelines/orders/directions issued from time to time by National Green Tribunal (NGT)/other courts established by law.
- r) Notwithstanding any other practice in existence, or any prior agreement or written negotiations having taken place, or any tender condition, or any other

clause or covenant in this agreement or any document referred to in this agreement, any provision in the GCC or CPWD Manual, or any circular, guideline, direction or any rule or regulation, it is hereby agreed that any dispute between the parties to this agreement shall be resolved by decision of the courts at Delhi and the dispute shall not be resolved by way of arbitration. or any other alternate dispute redressal mechanism.

17. CONTRACT TERMINATION ON ACCOUNT OF VIOLATION OF THE TERMS AND CONDITIONS:

DDA shall be at a liberty to revoke or terminate the license in case of violations of any of the conditions enumerated in the agreement, where after the land and the construction thereon shall stand resumed and the limited right of the license to operate Bazaar shall cease without any Demur.

In the event of default of any of the terms & conditions of the license agreement as well as the conditions mentioned hereinbefore by the licensee, the DDA shall reserve the right to terminate the license agreement after giving a Show Cause notice to the licensee and the decision of the licensor DDA shall be final and binding on the licensee.

UNDERTAKING:

I/we have gone through the e-Auction Documents and accepted all the terms and conditions of the E-Auction and bound by the conditions given in the document.

Seen and accepted.

Signature of the Authorized Signatory (With Office Rubber Stamp)

ANNEXURE- 1

Declaration cum Undertaking Form

(To be filled separately by every H1 bidder)

This Declaration is made at Delhi/New Delhi on(Day, DD/MM/YYYY)

for allotment of TEMPORARY BAANSERA BAZAAR At Baansera, Sarai Kale Khan

By, Mr./Mrs./M/s resident of

.....(here in
after called as

"ALLOTTEE", which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns)

I..... S/o or D/o

hereby declare/disclose that I or any of my family members am/are not in any Partnership Firm(s)/Company(ies).

Or

I or any of my family members am/are Partner / Proprietor / Director / Member in the following Firm(s)/Company(ies):

S.No.	Name	Relation with family member	Name of Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies)	Position in Company

AND

1. I hereby declare that I have no outstanding dues pending against me or any of my family members in individual capacity or against any Firm(s) / Company(ies)/ Registered Society(ies) / Registered Co-operative Society(ies) in which I or my family members am/are in position of Partner / Proprietor / Director / Member, in respect of any of the properties taken in the past by me or any of my family members through the E- Auction of DDA or otherwise.
2. I or any of my family members, who are/were Director/Promoters/ Partners of the Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies) have not been declared successful H1 bidder earlier in respect of any properties through E-auction held by DDA.

OR

I or any of my family members, who are/were Partner / Proprietor / Director / Member of the Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies), are/were declared successful H1 bidder of DDA's properties in the past. Details of which are as follows:

S.No.	Name of the licensee / Allottee	E-auction Phase	Property No.	Period for which the Property was allotted.

3. My or any of my family members, who are/were Partner / Proprietor / Director / Member of the Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies), contract for operating properties has not been cancelled in the past.
4. I or any of my family members, who are/were Partner / Proprietor / Director / Member of the Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies) have not been blacklisted for breach of terms and conditions of the agreement in the past.
5. I or any of my family members, who are/were Partner / Proprietor / Director / Member of the Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies) have not changed the character / style / nomenclature / composition of the said Blacklisted / Defaulted Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies).
6. Also, I/we undertake that in case of any outstanding dues pending against me or any of my family members against any of DDA's Kiosk / Bazaar / Unit, I/We have cleared all the outstanding dues pending against me or Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies) mentioned above.

If we fail to do so, it would be deemed that the bid has been defaulted, and we will be responsible for the forfeiture of the EMD.

Name and Signature

Witness:

1.

2.

TECHNICAL PROPOSAL

Introduction:

I/We, (Firm/Individual/Agency Name), hereby present our technical proposal for consideration in response to the eligibility criteria set forth by DDA for the allotment of Bazaar. Our proposal outlines our qualifications, experience, and compliance with the stipulated requirements.

Qualifications and Eligibility:

As per the prescribed eligibility criteria, we confirm that we possess a valid license from the concerned food department i.e..... for the preparation and

serving of food items. Our firm has maintained a minimum average turnover of 02 Crores INR for the last consecutive five financial years through Food and Beverages (F&B) service alone, showcasing our financial stability and consistency.

Experience:

I/We bring to your attention our extensive experience of over 05 years in the food industry. Our team's knowledge, skill, and proficiency in food preparation and service have contributed to successful collaborations and satisfied clients throughout this period.

Compliance:

I/We state that we are in compliance with all legal requirements. Our valid registration with the Sales Tax, VAT, GST, and Income Tax authorities demonstrates our commitment to adhering to fiscal and regulatory obligations. The particulars of the said Registration certificate are as follows:

Technical Approach

Our proposed technical approach encompasses a comprehensive strategy that ensures the highest standards of food quality, safety, and service. I/We emphasize innovation, hygiene, and customer satisfaction as pivotal components of our approach. This includes:

This Proposal to be submitted by will be unconditional and unqualified and I/We would be deemed to have accepted the terms and conditions of the E-Auction Document with all its contents including the Draft Service Agreement.

I/We thank you for considering our proposal and the opportunity to contribute our expertise to the allotment of the said Bazaar. We look forward to the potential collaboration.

Sincerely,

Signature: _____

Name: _____

Designation (if any): _____

Company/Organization: _____

PAN & Aadhar: _____

Address: _____

Contact Number: _____

Email: _____

AFFIDAVIT / UNDERTAKING

I, ,S/oPartner/
 Proprietor/Director/Member of having its registered office
 at..... do solemnly
 affirm and declare as follows:

I am fully aware that as a bidder participating in this E-auction of DDA, I am obligated to pay all applicable statutory taxes, fees, and payments to various government agencies as required by the prevailing laws and regulations.

I understand that failure to fulfill the aforementioned tax obligations and payments may result in legal actions and penalties imposed by the concerned authorities.

I hereby undertake and assure that I shall diligently and promptly discharge all my obligations related to statutory taxes and payments arising from my participation in the bidding process and subsequent activities related to the project.

I further undertake to indemnify and hold harmless the DDA herein, from any and all claims, liabilities, losses, and expenses incurred due to any failure on my part to meet the said tax obligations and payments.

This undertaking remains valid throughout the duration of my license term and any subsequent renewal.

I acknowledge that this undertaking is a material factor in the evaluation of my bid, and any misrepresentation or breach of the commitments made herein may lead to the rejection of my bid and forfeiture of EMD.

I WITNESS my hand and signature on this(Day,
 DD/MM/YYYY).

Signature: _____

Name: _____

Designation (if any): _____

Company/Organization: _____

PAN & Aadhar: _____ Address: _____

Contact Number: _____

Email: _____

DRAFT AGREEMENT

This AGREEMENT is made at Delhi/New Delhi on
 (Day, DD/MM/YYYY) for implementation of the work as mentioned under the
 head *"Scope of work in the E-Auction by and between DELHI DEVELOPMENT
 AUTHORITY having its office at Vikas Sadan, INA, New Delhi - 110023
 hereinafter called as "DDA ", (which expression, unless repugnant to the context
 or meaning thereof shall be deemed to include its successors and permitted
 assigns) of the FIRST PARTY.*

AND

M/s having office at

 (here in after called as "PRIVATE SERVICE PROVIDER
 OR SERVICE PROVIDER",

*which expression, unless repugnant to the context or meaning thereof shall be
 deemed to include its successors and permitted assigns) of the SECOND
 PARTY.*

Each of DDA and PRIVATE SERVICE PROVIDER being referred to individually
 as "PARTY", and jointly as "PARTIES".

WHEREAS

- a. In response to the E-Auction floated by the DDA vide E-Auction Phase no.

 dated, the SECOND PARTY has consented to
 implement the same vide acceptance letter no
 dated
- b. With this objective both the PARTIES are desirous of recording their
 understanding, agreed terms and conditions by way of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL
 PROMISES AND COVENANTS HEREINAFTER SET FORTH, **"DDA AND
 "PRIVATE SERVICE PROVIDER"** INTENDING TO BE LEGALLY BOUND
 HEREBY AGREE AS FOLLOWS:

**IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND
DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE
WRITTEN.**

SIGNED SEALED AND DELIVERED

For and on behalf of SECOND PARTY

Name/ Designation
(Signature with Seal)

Name/ Designation
(Signature with Seal)

Witness:

1.

2.

CHECKLIST OF DOCUMENTS TO BE SUBMITTED		
Sr. No.	DOCUMENT	
1.	Aadhar Card of Partner / Proprietor / Director / Member of the Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies)	
2.	PAN Card of Partner / Proprietor / Director / Member of the Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies)	
3.	Registration Certificate under Society Registration Act.	
3.	Proof of Date of incorporation.	
4.	12A and 10(23C) Certificate under IT Act (not required for RWAS).	
5.	In case of Societies receiving funding from foreign countries, valid FCRA License under Foreign Contribution (Regulation) Act 2010.	
6.	Audited Balance Sheet for the last 5 years.	
7.	Statement of Accounts.	
8.	List of Members of Society / Trust / Directors of Company. List of Members of the Governing Council (if applicable). In the case of a Company, List of Shareholders holding more than 10% of share capital.	
9.	Draft Service Agreement	
10.	Annexure 1 to 4	

This agreement ("Agreement") is entered into between the Delhi Development Authority (hereinafter referred to as "DDA") and the Agency (hereinafter referred to as "Agency"), collectively referred to as the "Parties," to establish the terms and conditions governing the design, construction, operation, and maintenance of a Temporary Bazaar at the Baansera area located within the Kalindi Aviral project, Bhagwan Birsa Munda Chowk, Delhi

Annexure: Site Plan of area for Baansera Bazaar

