



Request for Proposal (RFP)

RFP Reference No BBOCWWB/Canteen/04/2026-27

Dated: -23 / 7 / 2026

**BBOCWW Board
invites**

Request for Proposal (RFP) for Selection of Service Providers for Establishment, Operation, and Management of Subsidized Canteens (Static and Mobile Modes) for Registered Construction Workers in Patna, Bihar.

Issued By: -

**OFFICE OF THE SECRETARY,
BIHAR BUILDING AND OTHER CONSTRUCTION WORKER WELFARE BOARD
C Wing, Fourth Floor, Niyojan Bhawan,
Near Income Tax Golamber, Patna - 800001
Email: bocw.bihar@gov.in**

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Table of Contents

SECTION-I	6
1.1. Disclaimer.....	6
SECTION-II.....	9
2.1. Introduction & Objectives.....	9
2.2 Modes of Distribution	10
2.3 Service Provider Responsibilities	10
2.4 Nutritional Quality, Portions, and Menu Design.....	10
2.5 Obligations of Agency:.....	11
2.6 DIGITAL GOVERNANCE & REAL-TIME MONITORING.....	12
Biometric & QR Verification System.....	12
2.7 Payment Milestone.....	12
➤ Milestone Period: One (01) Calendar Month of uninterrupted meal service.	13
2.7.1 Mandatory Supporting Documents for Bill Clearance.....	13
2.8 PENALTY STRUCTURING & VIOLATION MATRIX	13
INFRASTRUCTURE REQUIRED FOR CANTEEN KITCHEN.....	14
4.1. Pre-Qualification Criteria.....	17
4.2 Technical Evaluation Criteria.....	18
SECTION-V	20
a. Advice to the Bidders.....	20
b. RFP Document and RFP Fee	20
c. Earnest Money Deposit.....	20
d. Submission of Bid.....	21
e. Bid Submission Format.....	21
f. Late Submission of Bid	21
g. Cost of Bid	21
h. Erasures or Alterations and Signing of Bids	22
i. Pre-Bid Queries	22
j. Amendment of RFP Document	22
k. Bid Validity.....	22
l. Modification & Withdrawal of Bids	23
m. Clarification of Bids.....	23
n. RFP Opening.....	23
o. Technical Bids.....	23

r. Evaluation of Technical Bid (QBS)	24
s. Notification of Award.....	24
t. Signing of Contract.....	24
u. Confidentiality of the Document to be kept by bidder.....	24
v. RFP Related Conditions.....	24
w. Rejection Criteria.....	25
1. Terms and Conditions.....	26
1.1. Interpretation.....	26
1.2. Key Performance Measurements.....	26
1.3. Commencement & Progress	27
1.4. Successful Agency's Obligation.....	27
1.4.1. Scope of Work.....	27
1.4.2. Confidentiality	27
1.4.3. Ethics.....	28
1.4.4. Corrupt or Fraudulent Practices.....	28
1.4.5. Purchaser's Obligations	29
1.4.6. Events of Default by the Successful Agency	29
1.4.7. Consequences of Default.....	30
1.4.8. Terminate the Contract in Full or Part.....	30
1.4.9. Breach and Rectification.....	30
1.4.10. Protection and Liabilities.....	31
1.4.11. Third Party Claims.....	31
1.4.12. Limitation of Liability.....	32
1.4.13. Termination	33
1.4.13.1. Conditions for Termination	33
1.4.13.2. Consequences of Termination	34
1.4.14. Dispute Resolution.....	35
1.4.15. Notice and Timing	36
1.4.16. Access.....	37
1.4.17. Inspection Rights	37
1.4.18. Conditional offers by the Bidders.....	38
1.4.19. Address of Communication.....	38
1.4.20. Costs & Currency.....	38
1.5. Performance Bank Guarantee.....	38
1.6. Indemnity	38
1.7. Publicity	38

✓ 28

1.8. Right to Accept Any Bid and to Reject Any or All Bids	38
1.9. Risk Purchase Clause.....	39
1.10. Fall Clause.....	39
1.11. Other Conditions	39
1.12. General.....	40
1.13. Survival.....	40
1.14. Entire Contract.....	40
1.15. Governing Law.....	40
1.16. Jurisdiction of Courts.....	40
1.17. Force Majeure.....	40
1.18. Conditions Precedent	42
1.19. Non- Fulfilment of Conditions Precedent.....	42
1.20. Amendment to Agreement.....	42
SECTION-VII	43
Annexure I	43
Format for Technical Bid	43
Form 1: Covering Letter for Technical Bid	43
Form 2: Technical Bid Checklist (On Bidders Letterhead)	45
Form 3: General Profile of the bidder (On Bidders Letterhead).....	46
Form 4: Performance details.....	47
Form 5: Financial Capability	48
Form 6 : Declaration/Affidavit for not being under an ineligibility for corrupt or fraudulent practices or blacklisted	49
Form 7: Format for Performance Bank Guarantee	50
7 Annexure III: Draft Master Service Agreement	53

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SECTION-I

1.1. Disclaimer

1. Bihar Building and Other Construction Workers Welfare Board, Bihar (hereinafter referred to as "BBOCWW") has issued this **Request for Proposal (RFP) for Selection of Service Providers for Establishment, Operation, and Management of Subsidized Canteens (Static and Mobile Modes) for Registered Construction Workers in Patna, Bihar** as per the terms and conditions as set out in this RFP document, including but not limited to the technical specifications set out in different sections of this RFP document.
2. This RFP has been prepared with an intention to invite prospective Bidders and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the bidder(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all people, and it is not possible for BBOCWW Board to consider the investment objectives, financial situation and particular needs of each bidder.
3. BBOCWW Board has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. Interested bidder (s) are required to make their own enquiries and respondents shall be required to confirm in writing that they have done so and they do not rely on the information contained in this RFP in submitting their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by BBOCWW Board in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require.
4. This RFP is not an agreement between BBOCWW board and the prospective bidders. The information contained in this RFP is provided on the basis that it is non-binding on BBOCWW board, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. BBOCWW board makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Bidder is advised to consider the RFP document as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before bid. Bidders are encouraged to take professional help from experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Bidders are also requested to go through the RFP document in detail and bring to notice of BBOCWW Board any kind of error, misprint, inaccuracies, or omission in the document. BBOCWW Board reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. BBOCWW Board also reserves the right to decline to discuss the Project further with any bidder submitting a proposal.
5. No reimbursement of cost of any type shall be paid to any bidder or prospective bidder submitting a Bid Proposal. The Bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BBOCWW Board or any other costs incurred in connection with or relating to its Bid.
6. This issue of this RFP does not imply that BBOCWW Board is bound to select and pre-qualify Bid at Bid Stage or to appoint the Successful Agency for the project and BBOCWW Board reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

7. BBOCWW Board 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 RFP.
8. BBOCWW Board, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Bidder for participation in the Bid Process) towards any Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
9. BBOCWW Board also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statement contained in this RFP.
10. Interested bidder, after careful review of all the clauses of this 'RFP', are encouraged to send their suggestions in writing to BBOCWW Board. Such suggestions, after review by BBOCWW Board, may be incorporated into this 'RFP' as a corrigendum which shall be uploaded onto the e-Tendering website: <https://eproc2.bihar.gov.in/>.



C Wing, Fourth Floor, Niyojan Bhawan,
Near Income Tax Golamber, Patna - 800001
Email ID: bocw.bihar@gov.in

Bihar Building and Other Construction Workers Welfare (BBOCWW) Board invites **Request for Proposal (RFP) for Selection of Service Providers for Establishment, Operation, and Management of Subsidized Canteens (Static and Mobile Modes) for Registered Construction Workers in Patna, Bihar** through e-tender and at the basis of Technical bid through Quality Based Selection from eligible and Large-scale catering agencies.

SN	Activity	Date/Time: Duration
1.	Online Sale/Download date of RFP document	From 29.07.2026 , 11:00 Hrs (https://www.eproc2.bihar.gov.in)
2.	Last Date of sending pre-bid queries by e-mail	Date- 05.08.2026 up to 18.00 Hrs. on bocw.bihar@gov.in
3	EMD, Tender Fee and Tender Processing Fee	1) EMD (Refundable): Rs 1000000/- (Rupees Ten lakh only) in online form/Bank Guarantee. 2) Tender Fee (Non-refundable): Rs 5900/- (Rupees Five Thousand Nine Hundred Only) through online mode only. 3) Tender Processing Fee (Non-refundable): Rs 1180/- or an amount reflecting on eproc2 portal through online mode only.
4.	Date, Time and Place of Pre-Bid Meeting	Pre-bid meeting will be held at Office of The Secretary, Bihar Building and Other Construction Workers Welfare Board C Wing, Fourth Floor, Niyojan Bhawan, Near Income Tax Golamber, Patna – 800001 on 06.08.2026 at 3 PM
5.	Publishing of Pre-Bid queries response	Will be published on best effort basis at e-Proc2 website/Deptt website.
6.	Last Date/Time for submission/ uploading of offer/Bid	Date- 26.08.2026 up to 15.00 Hrs. (https://www.eproc2.bihar.gov.in)
7.	Date & time for opening of Technical Bid	On or after 28.08.2026 post 16:00 Hrs. (https://www.eproc2.bihar.gov.in)
8.	Date and time for Technical Presentation and demonstration.	Date and time for Technical Presentation and demonstration shall be communicated later through email only.
9.	Method of Selection	QBS (Quality Based Selection)
10.	Bid Proposal Validity	180 days from the last date of proposal submission.
11.	Contact person/Nodal Officer for queries	Name: Sh Ghanshyam Rabidas, Assistant Labour Commissioner Email: bocw.bihar@gov.in , Contact no: 6287894969

Secretary,
Bihar Building & Other Construction Workers Welfare Board
Government of Bihar



Introduction & Background Information & Scope of work

2.1. Introduction & Objectives

The Bihar BOCW Welfare Board invites online proposals from eligible, competent, and registered groups—including NGOs, VOs, Corporate Houses, Proprietorships, and Cooperative Societies—for empanelment to establish and operate Subsidized Canteens in Patna. These canteens will operate via both **Static Distribution Centres** and **Dynamic Mobile Food Vans** to reach on-site construction labourers across Patna.

Objectives of the Scheme:

- (i) To strengthen the food security.
- (ii) To provide dignified access to affordable meals.
- (iii) To ensure transparency and accountability in food distribution.
- (iv) To replicate a sustainable model that integrates technology with welfare.
- (b) Proposed semi- automated centralized kitchens:

✓ **Key Project Indicators at a Glance**

- **Total Daily Target:** 600 meals per day per canteen (300 Breakfast, 300 lunches). The everyday number of meals can also be increased/decreased as per the demand and need of supply.
- **Subsidized Cost to Worker:** Agency will collect cost for each Breakfast and each Lunch @ ₹5/- per meal directly from the beneficiary.
- **Board Reimbursement:** Breakfast and Lunch each @ ₹25 per meal shall be paid to the operating agency. Hence the total cost per each Breakfast and each Lunch will be @ Rs 30/- per meal. In addition to above BOCW will provide a lumpsum amount of Rs. 20,000/ per month as Rental charges and Rs. 5,000/ per month as miscellaneous expenses covering electricity, water and others for kitchen operation.
- **Contract Duration:** Two (03) years, extendable by 01 year based on satisfactory performance.
- **Core Objectives:** Ensure nutritional security, programmatic transparency, and dignified food access for registered construction worker.
- **Initial Project:** Initially this canteen shall be launched in phased manner at 10 places in Patna. The possible places are named as hereunder: -
 1. **Patna junction Area:** Major entry transit node for daily incoming construction workforce
 2. **Patliputra Junction Area:** Major entry transit node for daily incoming construction workforce
 3. **Naubatpur/AIIMS/Fulwari Sarif:** Upcoming construction and IT Zone
 4. **Bihta Railway Station Area:** Major entry transit node for daily incoming construction workforce
 5. **Saguna More (Khagaul Road):** The densest gathering point for construction labourers in West Patna.
 6. **Malahi Pakdi Chowk (Kankarbagh):** A massive assembly hub connecting dense residential construction zones.
 7. **Digha Ghat Crossings / Ashiana More:** High concentration of construction workers coming from riverine (diara) and North Bihar regions.

8. **New Jaganpura / Bypass Road:** Key heavy-load zones featuring large clusters of brick, cement, and rebar transit yards.
 9. **Danapur Station Road / Gola Road:** Major entry transit node for daily incoming construction workforce.
 10. **Beldari Chak (Patna Outskirts):** Ideal boundary hub to cater to rural construction crews migrating daily into the urban core.
- **BOCW intends to set up initially total 10 Canteens in Patna. Both the Static and Dynamic mode canteens may be equal or unequal in numbers. However, BOCW may direct the agency to set up canteen modes of operation as per requirement and labour footfall at construction corridors.**
 - **The canteen operation in Patna shall work under phase-1. BOCW Board may plan for expansion of canteen operation in other major cities/districts of Bihar in phased manner.**

2.2 Modes of Distribution

1. **Static Canteen Centres:** Fixed distribution booths located near major labour registration hubs, nakas, or dense transit points in Patna (Please refer locations above).
2. **Dynamic Mobile Vans:** Outfitted mechanical food delivery vehicles to distribute freshly cooked meals directly to construction areas. (Please refer locations above).

2.3 Service Provider Responsibilities

- a) **Centralized Kitchen Setup:** Establish a centralized, semi-automated kitchen in Patna at within 30 days of receiving the Work Order.
- b) **Kitchen Space Allocation:** Minimum covered area of 1000 sqft for the cooking ecosystem + 500 sqft of dedicated godown storage floor space.
- c) **End-to-End Logistics:** Manage all raw material procurement, specialized steam-based cooking, secure food transit, distribution, and post-meal waste disposal.
- d) **Financial Cushioning:** Bidders must demonstrate the capability and legal commitment to run meal operations seamlessly out of their own financial resources for at least 90 days in the event of administrative billing delays.
- e) Agency will deploy one food safety Supervisor (FSS) at the canteen who will ensure quality of food. The FSS will test the prepared food sample everyday before distribution. The quality of every prepared food will also be subsequently counter checked by BOCW Board officer from time to time. The FSS shall also maintain a daily logbook of food quality testing for record and put up before the Board officials.

2.4 Nutritional Quality, Portions, and Menu Design

1. The operator must provide freshly cooked meals, suited to the regional palate, matching a total minimum target net weight of 600 grams each for B/F and lunch per serving for all 7 days a week. However operation on Sunday shall be communicated by BOCW later. The tentative menu of food is described as hereunder:
- 2.

Component Item	Minimum Component Weight	Required Operational Service Hours
BREAKFAST		
Litti Chokha/Aaloo Paratha or Poori with Sabji/Kachori with sabji.	600 grams	Breakfast Distribution Cycle: 7:00 AM to 10:30 AM
LUNCH		

Freshly Prepared Chapatti / Roti/	200 Grams	Lunch Distribution Cycle: 11:30 AM to 02:30 PM
Dal / Rajma / Chana / Mixed Lentils	100 Grams	
Seasonal Cooked Vegetable (Sabji)	100 Grams	
Fine Quality Steamed Rice	200 Grams	
Regional Spiced Pickle (Achar) as required		
TOTAL	600 Grams	

- The food menu can also be modified by BOCW Board later during the contract period as per requirement. However, the serving quantity shall remain unaltered.
- Thermal Guardrail: The time elapsed between meal preparation/cooking and its distribution on the field must never exceed four (04) hours.
- Ingredient Certification: All raw materials, spices, flours, and oils must feature verified FSSAI or AGMARK quality certifications. The storage of chemical grain preservatives within the food godown will lead to immediate contract termination.
- Personnel Wellness Protocols: Kitchen workers and distribution personnel must wear clean uniforms, protective headgear, face masks, and industrial sanitary gloves. The vendor must schedule and record medical examinations for all handling staff every six (06) months.

2.5 Obligations of Agency:

The selected agency shall be responsible for Operation of allotted labour Canteen distribution points in designated construction clusters/transportation hubs in Patna, Bihar

- Minimum area of Labour Canteen Kitchen: - Agency/Organization must have to establish the Labour Canteen Kitchen within 30 days of the award of work, having covered area of minimum 1000 sqft. + 500 sqft of godown for the established Kitchen.
- The agency shall be sole responsible for acquisition of rented place for static canteen. In case, under any circumstances, possession of the Distribution Centres by Agency/Organization is not acquired, the Organization shall commence the work of distribution of food, as per the RFP, from their dedicated vehicles/ public food vans, etc. in the assigned location of the said group. Monthly payment shall be made on submission of monthly Invoices after due distribution of meals on issued token basis as per the norms prescribed by BOCW.
- Managing digital meal distribution through tokenized systems to ensure transparency. Manual coupon shall not be allowed.
- The manpower along with Utensils, required Equipments at Labour Canteen Kitchen for preparation of meal, Transportation and Distribution including complete operation of Canteen Distribution points shall be the sole responsibility of Agency.
- The CCTV cameras and digital meal mechanism system established by the agency have to be maintained by the agency, and recurring expenditure i.e. Internet, watch & ward etc. shall be born by the agency. In case CCTV found to be nonworking, a penalty amounting to Rs. 1,000/- per incidence would be charged from the next bill of the agency. The CCTV cameras and established digital meal mechanism system

shall remain the sole property of the board. The agency shall ensure that there is sufficient power backup for running this system and also ensure that adequate internet facility is available for continuously and uninterrupted meals mechanism system. Real-time monitoring and reporting through digital platforms of BOCW shall be ensured. The agency shall ensure the availability of sufficient utensil, plates, glasses, spoons, drinking water and other related accessories for proper serving of the meal to the beneficiary at distribution points.

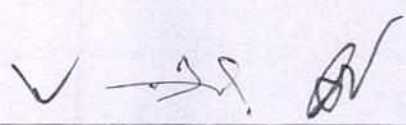
- Maintaining quality standards, hygiene, and proper waste disposal at the labour Canteen Kitchen and Canteen Distribution Point shall be responsibility of the agency.
- Samples of Cooked food, ingredients, and raw materials from the centralized kitchen/distribution points and during transportation shall be collected once in a fortnight on any working day by BOCW-authorized FSSAI and NABL-accredited laboratories empanelled or already empanelled by the other department of Bihar for laboratory testing. The cost of such laboratory tests shall be borne by the Agency. Fortnightly, one sample from each labour Canteen Kitchen and one sample from its connected labour canteen Distribution Point shall be lifted/collected by the authorized empanelled laboratory or third-party quality inspection agency.
- BOCW reserves the right to collect samples of edible items and raw materials from the kitchen or distribution center and during transportation at any time for the purpose of inspection and investigation to ensure compliance with the required quality standards. Such samples shall be drawn as per the procedure laid down in the Food Safety and Standards Act, 2006. The Food Safety Department, Bihar to conduct regular inspections for ensuring the quality and safety of food.
- Applicant Organization should be able to demonstrate availability of building structure as per specifications and should establish fully functional Labour canteen kitchen/setup with all equipment's, utensils etc. within a period of 30 days from the date of issue of work order.
- Applicant Organizations having their established Labour Canteen kitchens in Patna should have building structure in prescribed area of minimum 1000 sqft. And 500 sqft of godown in Patna and should be in a position to setup the kitchen within 30 days from the date of work order as per the prescribed guidelines of the competent authority.

2.6 DIGITAL GOVERNANCE & REAL-TIME MONITORING

Biometric & QR Verification System

1. App Integration: Every meal distribution transaction must be authenticated in real time using the tracking application or software ecosystem. Manual token collections or physical registers will not be accepted for subsidy clearance. If required, the bidder shall procure the software application for enabling this process. The authentication shall be done using Aadhar number/aadhar enabled biometric identity/BOCW Card
2. Hardware Ownership: The vendor must source, deploy, and maintain all field point-of-sale (POS) terminal devices, digital cameras, and thermal coupon printers at both static kiosks and mobile van points.
3. Live Video Surveillance: The vendor must install IP-enabled CCTV cameras covering all preparation, cooking, and packaging sections within the centralized kitchen. Continuous, live feeds from these cameras must be routed directly to the central dashboard at the BOCW Headquarters in Patna for remote auditing.

2.7 Payment Milestone



- Milestone Period: One (01) Calendar Month of uninterrupted meal service.
- Invoice Submission Window: The operator must submit the unified monthly consolidated invoice by the 7th day of the succeeding month as per Computer generated MIS against total meals consumed by beneficiary.
- Verification Window: The Board will verify the bills and process the submission between the 8th and 20th day of the month.
- Disbursal Target: Verified payments will be released directly into the operator's registered bank account via electronic transfer (NEFT/RTGS) on or before the 30th day of the succeeding month.
- BOCW Board will release the payment to agency @ ₹25 per head for each B/F and each Lunch. The revenue collection from the beneficiary labours shall be retained by the agency. This mechanism shall be software enabled.
- Taxation: All taxes for providing cooked meal shall be borne by the Organization. Statuary tax deductions shall be deducted from running account bills as per the prevailing guidelines/rules of Govt. of Bihar
- Security @ 2.5% shall be deducted from running account bills and shall be released after 01 year of completion of contract/agreement(s).

2.7.1 Mandatory Supporting Documents for Bill Clearance

- Real-Time Software Summary: A system-generated transaction report from the Board's official portal showing the exact number of authenticated biometric/QR tokens issued.
- Daily Logbook Abstracts: Field registers signed daily by the designated on-site Distribution In-Charge or site supervisor confirming delivery timings.
- Mobile Van GPS Trackers: Certified digital route maps tracking the dynamic mobile food vans to prove they stayed within active infrastructure zones.
- Monthly Quality Certification: A self-certified declaration confirming compliance with the minimum weight threshold (600 grams per meal) and the 65 degree centigrade thermal requirement.

2.8 PENALTY STRUCTURING & VIOLATION MATRIX

Delays, quality lapses, or failures to meet compliance standards will trigger penalties, which will be deducted directly from the operator's monthly subsidy invoices:

1. **Deficiencies in Hygiene, General Upkeep, or Digital Transaction Logging:**
 - (a) *First Occurrence:* 0.15% deduction of total monthly bill value (Min ₹10,000 / Max ₹20,000).
 - (b) *Second Occurrence:* 0.35% deduction of total monthly bill value (Min ₹30,000 / Max ₹50,000).
 - (c) *Third Occurrence:* 3.5% deduction of total monthly bill value (Min ₹50,000 / Max ₹100,000) and immediate review for contract suspension.
2. **Critical Faults (Under-weight Servings):**
 - (a) *First Occurrence:* 0.35% deduction of total monthly bill value (Min ₹25,000).
 - (b) *Second Occurrence:* 0.70% deduction of total monthly bill value (Min ₹50,000).
 - (c) *Third Occurrence:* 7.0% deduction of total monthly bill value (Min ₹2,00,00).
3. **Zero-Tolerance Breaches (Unauthorized Subletting or Unapproved Sub-contracting, Quality Failures, or Food Sample Lab Test Failures):**
 - (a) Absolute forfeiture of the Performance Bank Guarantee, immediate termination of the contract, and long-term blacklisting from all state government procurements.
4. **Severe Public Health Violations:** In the event of food contamination causing food poisoning or medical emergencies among beneficiaries, the operator assumes full civil and criminal liability under the Food Safety and Standards Act 2006 and the Bharatiya Nyaya Sanhita (BNS). The provider must cover all medical care costs and compensation for affected individuals.

[Handwritten signatures and initials]

INFRASTRUCTURE REQUIRED FOR CANTEEN KITCHEN

1. The Agency/Organization shall maintain the infrastructure of the de-centralized semi-automated kitchen including building, cooking machinery and vehicles for transporting the hot cooked meal at its own cost as per the prescribed standards.
2. The Agency/Organization shall have Wall tiled up to a minimum of 7 feet height and the rest whitewashed with washable emulsion.
3. The Agency/Organization shall have Exhaust and chutes for vapour extraction. Proper display of Meal menu, BBOCWW logo, do's and don'ts for kitchen staff in the premises. The Organization shall install a board outside the kitchen clearly mentioning the name and address of the Organization and use of kitchen only for the purpose of supply of BBOCWW Canteen.
4. Proper lighting arrangement must be made in the kitchen premises for safe preparation of the Meals for Canteen. Open/ loose/ temporary wiring for gadgets installed should be adequately fixed/ covered. All the equipment's/ machines must be in functional condition and properly maintained.
5. The Agency/Organization shall have floor covered with Kota stone/tiles or durable stone flooring sloped towards the drains.
6. The Agency/Organization shall have compartment wise partitions between storage area/cooking area/cleaning area for washing vegetables, rice, dal etc. Separate space for cleaning utensils and shelves for storing utensils must be made available. Proper compartments must be made for different activities and with proper display boards.
7. The toilet blocks and garbage collection place should be at a suitable distance from the area where the hot cooked meal is to be prepared.
8. The Agency/Organization shall have adequate aisle space of about 3 to 4 feet wide for the movement of personnel and material traffic. The Applicant Organization shall ensure that the premises should be clean, adequately lighted and ventilated and have sufficient free space for movement. Floors, ceilings and walls must be maintained in a sound condition. The floor and skirted walls should be washed as per requirement with an effective disinfectant. The premises should be kept free from all insects. No spraying should be done during the cooking of Meals, but instead fly swats/flaps should be used to prevent flies getting into the premises. Windows, doors and other openings should be fitted with net or screen, as appropriate to make the premise insect free. Pest Control Treatment should be conducted in the entire premises every three months by a professional agency.
9. The Agency/Organization shall have a cold storage in its kitchen premises for maintaining the raw vegetables fresh and hygienic.
10. The Agency/Organization should have separate/additional/extra floor area of

minimum 500 sqft floor area for godown (floor area).

11. The Agency/Organization shall have adequate area for movement of vehicles to unload raw materials etc.
12. The Agency/Organization shall have storage area for containers, Stainless steel utensils like compartment plates spoons and pans.
13. The Agency/Organization should have loading station with platform and ramp.
14. The Agency/Organization shall have water heating system for using hot water for cleaning and cooking.
15. The Agency/Organization must have water connection/Boring Water. Further, the Organization/statutory authorities must have certificate from FSSAI for establishing BBOCWW Kitchen.
16. The Agency/Organization shall make Use of steam cooking concept.
17. Cooking process should be LPG based.
18. Adequate numbers of CCTV cameras must be installed and made functional in the premises for proper supervision of the kitchen. The Organization shall install IP enabled CCTV cameras with appropriate recording backup and maintain them in good working condition at all times. The Organization shall make available/excess of their installed IP enabled CCTV cameras to BOCW office.
19. Adequate fly catchers must be installed and made functional in the kitchen premises for the cleanliness and hygienic conditions. Adequate fire extinguishers/fire safety measures must be installed and made functional in the premises.
20. There should be a display board restricting eating, spitting and other unhygienic practices in the food processing area.
21. The Agency/Organization shall have digital weighing scale for exact quantification.
22. The Agency/Organization shall have separate steel counters for hand washing and separate for drinking water.
23. Clean and proper utensils must be used in the kitchen premises for the proper standard.
24. The Agency/Organization shall use standard materials for washing of utensils for the hygienic storing and transportation of Meals. The utensils must be properly wiped.
25. The cooking areas must be kept cleaned at all times. It is important that surfaces in direct contact with food must be both clean and dry before use. Cracks, rough surfaces, open joints etc. must not be there. Floors, ceilings and walls must be maintained in a sound condition. They should be smooth and easy to clean with no flaking paint or plaster. The wire mesh screen should be installed in open doors, windows and ventilators. Moreover, holes, drain covers and other places where pests are likely to gain access should be in sealed condition or fitted with mesh/ grills/ claddings.
26. An isolated area in the kitchen premises should be clearly identified for returned defective or suspected products.
27. The storage of fuels, disinfectants, detergents, cleaning agents should be well away from the stored raw materials and under lock and key.
28. First-Aid box of adequate size should be kept in the kitchen premises.
29. The Agency/Organization shall ensure regular fumigation and pest control in the storage area of the kitchens to protect against rodents. The Agency/Organization shall store and keep the food grains supplied by the Govt. of NCT and other materials in a hygienic

condition to ensure that all such materials are free from insects, pest, fungus, chemicals etc. the Agency/Organization shall further ensure that the food grains and other materials are at all times protected and free from any harmful effects arising out of chemicals used for fumigation and pest controls.

30. Wash basin should be installed so that cooks enter the kitchen only after washing the hands. Disposable foot wears and hair caps for the cooks, visitors etc. should be provided for maintaining sanitation standards. Foot mat must be present at the entrance of the kitchen.
31. For preparation of Meal, location/ surroundings of the kitchen should be free from filthy surroundings and maintaining overall hygiene, proper cleanliness in the kitchen, clean cooking equipment's, proper arrangement of drainage of waste water, adequate number of garbage bins should be made available. Adequate system must be made for waste disposal.
32. The Agency/Organization shall never use 'sulphas tablets' in foodgrains stored in godowns. In case any organization is found using 'sulphas tablets' in foodgrains, its agreement will be immediately terminated. The Applicant Agency/Organization shall keep the food grains and other materials in hygienic conditions, free of pest, insects, fungus etc.

W → S

ELIGIBILITY CONDITION FOR BIDDERS

4.1. Pre-Qualification Criteria

SN	Basic Requirement	Specific Requirement	Supporting documents required
PQ1	Document Fee & EMD	Through e-payment only as stipulated in the Tender Notice	
PQ2	Legal entity (Sub-Contracting/JV/ Inexperienced startup not allowed)	Registered body under the Societies Registration Act 1860, Indian Trust Act 1882, Companies Act 2013, Partnership Act 1932 and LLP Act 2008 or equivalent state-recognized cooperative frameworks for a minimum period of 3 years	Valid registration under the Societies Registration Act 1860, Indian Trust Act 1882, Companies Act 2013, Partnership deed under Act 1932 and LLP registration certificate under LLP Act 2008 or State Cooperative Acts, proving at least 3 years of active existence
PQ3	Domain Experience	Explicit, continuous experience of at least 3 years in the mass supply of hot cooked meals (such as Mid-Day Meals, Institutional Catering, or Government Kitchens)	Copies of official Work Orders along with 1. Satisfactory Completion Certificates issued by Government Departments, PSUs, or Public/Private Corporate bodies, proving 3 continuous years of mass catering experience 2. Supported with TDS/26AS
PQ4	Minimum area of reference Kitchen & Godown	Applicant Organization must have covered kitchen reference Kitchen area of minimum 1000 sqft and godown area 500 Sqft.	Reference Kitchen and godown Location map and Registered lease deed, of at least, three years/ rent agreement/ other land related/ land ownership documents needs to be Submitted along with photographs geo mapping.
PQ5	Financial Standings	Minimum average annual turnover of ₹5.00 Crore exclusively from the business of mass hot meal supply over the past three preceding financial years ending on 31.03.2025	CA Certificate in the requisite Form-5 with valid UDIN
PQ6	Solvency Backing	A certified Solvency Certificate amounting to a minimum of ₹50 Lakh issued by a recognized Nationalized or Scheduled Bank	certified Solvency Certificate issued by a recognized Nationalized or Scheduled Bank
PQ7	PAN & GST	The bidder should have a valid PAN and GST Registration in India	Copy of PAN card and GST Registration certificate
PQ8	Clean Track Record/ Non Blacklisting	The bidder must not be blacklisted or debarred by the central or state government or their undertakings.	Notarized Affidavit.

Note:

1. All the scanned copies of certificates/documents attached with the tender should be stamped and signed by authorized person of the bidder otherwise the tender is liable to be treated as INVALID.
2. Declarations on stamp papers should be invariably duly attested by Notary Public otherwise the tender is liable to be treated as INVALID.
3. Bidder shall produce original certificates/documents during scrutiny stage, if asked by the BOCW.
4. In case bidder has submitted any fraud information, samples, etc. regarding qualification criteria; then EMD of such bidder shall be forfeited & necessary legal actions shall be initiated against such bidder.

4.2 Technical Evaluation Criteria

Bidders who meet the 4.1 pre-qualifications/eligibility requirements as on date of bid submission would be considered as qualified to move to the next stage of Technical bid evaluation.

The bidders' technical bid will be evaluated as per the requirements and evaluation criteria mentioned in the following table. The bidders are required to submit all required documentation supporting the evaluation criteria specified as required for technical evaluation.

Evaluation/Scoring Criteria:

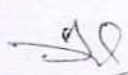
Sl No	Criteria	Assessment Parameter	Max Marks	Scoring Breakdown
TQ1	Operational Longevity	Number of years of operations	10 Marks	• >7 years: 10 marks • >5 and ≤ 7 years: 5 marks • >3 and ≤ 5 years: 5 marks
TQ2	Domain Experience	Explicit, continuous experience of at least 2 PROJECTS in the mass supply of hot cooked meals from its semi-automated decentralized kitchen anywhere in India with the central/state government organization/pvt. organization engaged in mass food distribution	20 Marks	• >6 projects: 20 marks • >4 and ≤ 6 Projects: 15 marks • >2 and ≤ 4 Projects: 10 marks
TQ3	Turnover from services	Average Annual financial Turnover of the Bidder exclusively from the business of mass hot meal supply during the FY 2022-2023, 2023-24, 2024-25, should be at least Rs. 5 Crores. And having Positive Net Worth as on 31.03.2025.	20 Marks	>₹20 Cr and Above : 20 Marks >₹10 Cr and ≤ ₹20: 10 Marks ≥ ₹5 Cr and ≤ ₹10 Cr: 5 marks
TQ4	FSSAI License and Quality Certification	The bidder should provide registered and valid FSSAI license in the similar line of business covered in this tender and ISO Certifications	5 Marks	➢ FSSAI License -3 Marks ➢ ISO 9001:2015 – 1 Marks ➢ ISO-22000:2005-1 Marks

TQ5	Technical Presentation	The bidder is required to submit a hard copy of the presentation and present the same before the Evaluation Committee.	25 Marks	Presentation covering the approach and methodology to run a static and dynamic kitchen in Patna
** TQ6	Reference Kitchen	Agency/organization shall be given marks on infrastructure facility provided in the kitchen	20 Marks	Please refer table TQ6 below.....
TOTAL MARKS			100 Marks	

****TQ 6 Table details are given hereunder**

1. Minimum area of kitchen	➤ >1000 to ≤1500 sqft -2 marks ➤ Above 1500 sqft- 3 marks	Maximum 3 Marks
2. Flooring of Kitchen	➤ Kota Stone/Marbled-2 marks ➤ Other -1 marks	Maximum 2 Marks
3. Walls mounted with tiles upto 7 ft height.	➤ Yes-1 marks ➤ No-0 marks	Maximum 1 Marks
4. Godown	➤ Whether Godown situated in the premises of the kitchen- Yes 2 marks No-0 marks	Maximum 2 Marks
5. Receiving Area, Storage Area, Preparation Area, Preparation & Cooking Area for Chapati/Roti, Preparation & Cooking Area for Rice, Preparation & Cooking Area for Dal/Vegetable, Food Assembly/ Serving Area, Washing area for raw material, Storing of washed utensils, Washing area for utensils Loading / unloading area etc	Availability of Area – 4 Marks ➤ All Area YES-4 Marks ➤ All area partial available-2 Marks Conditions of area – 3 Marks ➤ All Area good and clean-3 Marks ➤ All area fair-2 Marks ➤ All area poor -1 Marks	Maximum 7 Marks
6. Availability of hot water for kitchen	➤ Yes-1 marks ➤ No-0 Marks	Maximum 1 Marks
7. Availability of Separate Toilet in kitchen	➤ Yes-1 marks ➤ No-0 Marks	Maximum 1 Marks
8. Availability of Equipment in kitchen	➤ CCTV-Yes 1 marks else 0 ➤ Vegetable cutting machine-Yes 1 marks else 0 ➤ Roti making machine-1 marks else 0	Maximum 3 Marks
Total TQ6		20 Marks

Note: Technical Cut-off Benchmark: Bidders must secure a minimum technical score of (75 out of 100 Marks) to qualify for the selection process.

Instructions to Bidders

a. Advice to the Bidders

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after its careful study and examination of the RFP document with full understanding to its implications. Bidders may visit the BBOCWW Board Office only after prior appointment and understand the requirements to allow them to propose the best solution. Bid is to be submitted as per enclosed format only. Attach the certificates, brochures & documents asked for in the RFP document.

b. RFP Document and RFP Fee

1. The RFP document can be downloaded from the e-Tendering portal <https://eproc2.bihar.gov.in/>. The Tender fee of Rs. 5900/- shall be paid through an online payment gateway available at the e-Tendering portal. The Tender fee shall be non-refundable.

c. Earnest Money Deposit

1. The bidders are required to submit an EMD of Rs. **10,00,000/- (Rupees Ten Lakhs Only)** through Online Payment or Bank Guarantee from Nationalized Bank. Bidders shall submit the scanned copy of the EMD receipt as part of the technical bid document.
2. Bidders shall ensure that the payment of the EMD is made prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission keeping Bank's clearing Process lead time.
3. The earnest money deposit shall be non-interest bearing and is refundable to unsuccessful bidders. The Successful bidders EMD will be discharged to the Successful bidder post executing the Contract and furnishing the Bank Guarantee as specified in this RFP.
4. The EMD shall be forfeited and appropriated by BBOCWW board without prejudice to any other right or remedy that may be available to BBOCWW board hereunder or otherwise, under the aforementioned conditions. In such an event, the decision of the BBOCWW board regarding forfeiture of the bid Security shall be final and binding upon bidders.
 - i. If a bidder submits a non-responsive bid; and/or if a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - ii. In the case of Successful bidder, if bidder fails within the specified time limit:
 - a. to sign the contract within the time specified by BBOCWW board; or
 - b. to furnish the Performance Bank Guarantee within the period prescribed as specified in terms and conditions of the contract.
 - iii. During the bid process, before signing the contract, if bidder fails to comply with the terms and conditions of the tender.

- iv. If during the bid process, any information provided by bidder is found false/fraudulent/mala fide, then BBOCWW board shall reject the bid and, if necessary, initiate action provided.
- v. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- vi. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

d. Submission of Bid

1. Sealed bids shall be received by the Secretary, BBOCWW Board, through the e-Tendering system before the time and date specified in the schedule of the RFP notice. In the event of the specified date for the submission of the bid being declared a holiday, the bids will be received up to the appointed time on the next working day. The purchaser may, at its discretion, extend this deadline for submission of bid by issuing corrigendum and uploading the same on e-Tendering system.
2. To view- RFP Notice, Detailed Time Schedule, RFP Document for this RFP and subsequently purchase the RFP Document and its supporting documents, kindly visit following e-Tendering website <https://eproc2.bihar.gov.in/>
3. The bidders participating for the first time for RFPs on the e-Tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrolment of new bidders is provided on <https://eproc2.bihar.gov.in/>
4. All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The RFP should be prepared & submitted online using individual's Digital e-Token.
e-Tendering Tool Kit for bidders (detailed Help documents, designed for bidders) have been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for RFP Document Purchase, bid preparation, id submission.

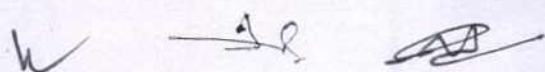
e. Bid Submission Format

1. The entire proposal shall be submitted strictly as per the format specified in this RFP. Bids with deviation from this format are liable for rejection of Submission of Bid.
2. Complete bid process is online (e-Tendering) in two envelope systems.
3. The bid should be a complete document and should be page numbered, indexed and bound as a single set. The document should be page numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid.
4. Bids sent by courier / post shall be rejected.
5. The RFP purchased by the bidders shall be uploaded in original and countersigned by the bidder.

f. Late Submission of Bid

Late submission of bid will not be permitted by the e-Tendering system.

g. Cost of Bid



The bidder shall bear all costs associated with the preparation and submission of its bid and the purchaser shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bid process.

h. Erasures or Alterations and Signing of Bids

The original Bids shall be signed by the Bidder or a person (s) duly authorized using his / her digital certificate through the e-Tendering system. Such authorization shall be indicated by power-of-attorney accompanying the bids. The Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case such corrections shall be initiated by the person or persons signing the bids.

i. Pre-Bid Queries

1. Bidders are requested to submit their queries on the company letter head and in the following format on or before XX/XX.2026, Time: 18:00 PM.

Name of Bidder					
Tender Ref. No					
Tender Due Date					
#	RFP Page No.	RFP Clause No.	Clause Title	Queries /Clarification Sought	Justification by Bidder

2. The queries not adhering to the above-mentioned format shall not be responded to.

j. Amendment of RFP Document

1. At any time before the deadline for submission of bid, purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document by amending, modifying and/or supplementing the same.
2. The amendments shall be published on website <https://eproc2.bihar.gov.in/> Prospective bidders are advised to periodically browse this website to find out any further corrigendum / addendum / notice published with respect to this RFP.
3. In the event of any amendment, purchaser reserves the right to extend the deadline for the submission of the bids, in order to allow prospective bidders reasonable time in which to take the amendment into account while preparing their bids.

k. Bid Validity

1. The offer/proposals submitted by the bidders shall be valid for minimum period of 180 days after the last date of bid submission prescribed by the Board. In exceptional circumstances, prior to the expiration of the bid validity period, the Board may request bidders to extend the period of validity of their bids. Requests and responses shall be made in writing. In event of such extension, Board shall request bidder for extension of bid validity and submit new bid security to cover the extended period of validity of their bids.

2. A bidder may refuse the request for extension of bid validity without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid. If the date up to which the bid is to remain valid happens to be a closed holiday for the Board, the bid shall automatically remain valid up to the next working day of the Board.

l. Modification & Withdrawal of Bids

1. Bid submitted shall not be modified by the bidder after the closing date and time for submission of bid.
2. If the date of submission is extended due to some reason, modification in bids is possible till extended period, provided bid has not been opened.
3. Withdrawal of Bids is not permissible after its submission. If the bid is withdrawn before the validity period, the EMD shall be forfeited.

m. Clarification of Bids

To assist in the scrutiny, evaluation and comparison of bids, BBOCWW board may, at its discretion, ask some or all the Bidders for clarification of their bids on any of the points mentioned therein and the same may be sent through email. However, in such cases, an original copy of the technical clarifications shall be sent to the purchaser by courier or in person. The request for such clarifications and the response shall be in writing.

n. RFP Opening

1. The technical bids will be opened before the committee on the eTendering system and the same will be evaluated as per the qualification criteria and relevant documents in support of them. The decision of the committee will be final.

o. Technical Bids

1. The Technical bid shall be complete in all respects and contain all information and documents asked for. It must not contain any price information.
2. During the activity of Bid Submission, the Bidder is required to upload all the documents of the technical bid by scanning the documents and uploading it in the PDF format. This activity of uploading the documents and other Annexures enclosed with the RFP (if any) should be completed within the bid submission timelines.
3. The list of documents to be uploaded as part of technical bid may be found at the e-Tendering system and at the checklist table in Annexure I: Form 2.

p. Financial Bids

There is no financial bid.

q. Evaluation of Qualifying Criteria

1. BBOCWW board shall determine whether each bid is
 - (a) complete,
 - (b) is accompanied by the required information and documents and
 - (c) is substantially responsive to the requirements set forth in the RFP document.Only those bidders, who fulfil all the qualifications mentioned in the Section-IV "Pre-qualification criteria" of the RFP, shall be eligible and qualified for further processing of evaluation.
2. The BBOCWW Board may at its discretion, waive any minor informality or non-conformity or irregularity in a Bid Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
3. The evaluation of the technical bids shall be done by the Board. Technical evaluation conducted by the Board shall be final and binding on all the bidders.

4. In case of any ambiguity, in the interpretation of any of the clauses in bid document or contract document, the BBOCWW Board's interpretation of the clauses shall be final and binding on all parties.
 5. **Bidders who have secured Technical Score of 75 or above out of 100 shall be declared as technically qualified and would be eligible for selection. Bidders who have secured less than 75 for technical score shall be declared disqualified.**
 6. If the final Score obtained by a bidder is in fraction, then it will be rounded to the next integer.
- r. **Evaluation of Technical Bid (QBS)**

The Highest evaluated Technical Proposal (Tm) is given the maximum Technical score (St) of 100.

s. **Notification of Award**

- **This work shall be awarded on the basis of Quality Based Selection (QBS) Evaluation.**
- **Prior to the expiration of the period of bid validity, BBOCWW board will notify the highest scoring (Tm) as Successful Bidders.**
- **The contract shall be awarded to the bidder securing highest marks in technical evaluation. The notification of award will constitute the formation of the Contract. Upon Successful Bidder's, furnishing of Performance Bank Guarantee the purchaser may notify each unsuccessful Bidder.**
- **The contract may be split and awarded to more than one bidder as per the sole discretion of BOCW in case, it is felt necessary. However, no bidder other than the highest scoring bidder can make legal claim for award of contract at the terms and condition elaborated under this clause.**

t. **Signing of Contract**

1. At the same time as the BBOCWW board notifies the Successful Bidder that its bid has been accepted, BBOCWW board shall send the Bidder the Pro forma for Contract, incorporating all agreements between the BBOCWW board and Bidder.
2. Within 15 working days of receipt of the Contract, the Successful Bidder shall sign and date the Contract and return it to BBOCWW board.
3. The rates in Contract will be valid from the date of the signing of contract till the completion of contract period. No representation in this regard will be entertained.

u. **Confidentiality of the Document to be kept by bidder**

Bidder shall not disclose anything which constitutes part of their bid submission in any manner, whatsoever, to any third party, till finalization of this e-Tendering process.

v. **RFP Related Conditions**

1. The Bidder should confirm unconditional acceptance of full responsibility for completion of work and for executing the 'Scope of Work' of this RFP. This confirmation should be submitted as part of the Technical Bid. The Bidder shall nominate point of contact for all purposes of the Contract.
2. The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of

e-Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the purchaser, the purchaser shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.

w. Rejection Criteria

1. Besides other conditions and terms highlighted in the RFP document, bids may be rejected under the following circumstances:

i. General Rejection Criteria

- a. Bids received through E-Mail except wherever required.
- b. Bids which do not confirm unconditional validity of the bid as prescribed in the RFP.
- c. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the eTendering process.
- d. Any effort on the part of a Bidder to influence the purchaser's bid evaluation, bid comparison or contract award decisions.
- e. Bids received by the purchaser after the last date for receipt of bids prescribed by the purchaser.
- f. Bids without signature of person (s) duly authorized on required pages of the bid.
- g. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- h. Any Bidder shall participate in only one bid in this bid process. In case any a bidder submits multiple bids or if common interests are found in two or more bids, said bid will be rejected

ii. Technical Rejection Criteria

- a. Revelation of Prices in any form or by any reason.
- b. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect.
- c. Bidders not quoting for the complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Bidder
- d. Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- e. The Bidder not confirming unconditional acceptance of full responsibility of providing services if the bid does not conform to the timelines indicated in the bid

GENERAL TERMS & CONDITIONS

1. Terms and Conditions

Terms and conditions for bidders who participate in the RFP are specified in the section called "Terms and Conditions". These terms and conditions will be binding on all the bidders. These terms and conditions will also form a part of an agreement to be signed with the purchase order, to be issued to the Successful Agency on the outcome of the RFP.

1.1. Interpretation

In this Contract unless a contrary intention is evident:

1. The clause headings and bold type faces are for convenient reference only and do not form part of this Contract;
2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses.
3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
4. A word in the singular includes the plural and a word in the plural includes the singular;
5. A word importing a gender includes any other gender unless and otherwise mentioned exclusively;
6. A reference to a person includes a partnership and a body corporate;
7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
8. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
9. In the event of an inconsistency between the terms of this Contract and the RFP and the Bid, the terms hereof shall prevail.

1.2. Key Performance Measurements

1. Unless specified by the Purchaser to the contrary, the Successful Agency shall carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work and its Specifications.
2. If the Contract / Service Specification includes more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.

3. The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

1.3. Commencement & Progress

The Successful Agency shall commence the performance of its obligations in a manner as specified in the Scope of Work.

1. The Successful Agency shall proceed to carry out the activities with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
2. The Successful Agency shall be responsible for and shall ensure that all activities are performed in accordance with the Contract, Scope of Work and that the Successful Agency's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out here under.
3. The Successful Agency shall perform the activities and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. The Successful Agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.

1.4. Successful Agency's Obligation

1.4.1. Scope of Work

1. The Successful Agency's obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the RFP and Contract and changes thereof to enable Purchaser to meet the objectives and operational requirements. It will be the Successful Agency's responsibility to ensure services are being carried out in accordance with and in strict adherence to the terms of its Bid, the RFP and this Contract.
2. The Successful Agency shall fulfil any other obligations as mentioned in the RFP document.

1.4.2. Confidentiality

1. The Successful Agency will have to maintain strict Privacy and confidentiality of all the data it/its staff gets access to. Adequate provisions to be made not to allow unrestricted access to the data to people in the organization who have not got necessary permissions. Successful Agency cannot sell or part with any data in any form. If such a case may occur then, penalty of Rs. 1 Crore for each instance of breach and / or termination of the



contract shall be imposed along with prosecution. The amount of the penalty will be decided by the Purchaser based upon severity of the default.

2. The Successful Agency recognizes that during the term of contract and the SLA, sensitive data will be procured and made available to it and others working for or under the Successful Agency. Disclosure or usage of the data by any such recipient may constitute a breach of applicable laws causing harm to the Purchaser and the BBOCWW Board. The function of BBOCWW Board requires the Successful Agency to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this will result in the Purchaser and the BBOCWW Board receiving a right to seek injunctive relief and damages without any limit, from the Successful Agency and/or also seek termination.
3. The Successful Agency agrees as to any Confidential Information disclosed by Purchaser or the SLA (the "Discloser") to this Agreement:
4. To take such steps necessary to protect Purchaser confidential information from unauthorized use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care; and to use such Confidential Information only for the purposes of this Agreement or the SLA or as otherwise expressly permitted or expressly required by this Agreement or the SLA or as otherwise permitted by Purchaser in writing; and
5. Not without purchaser prior written consent to copy the confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement or the SLA or as required in connection with Successful Agency's use as permitted by Purchaser.
6. Not without purchaser's prior written consent to disclose, transfer, publish or communicate confidential information in any manner to any person except as permitted in this contract or SLA.

1.4.3. Ethics

Successful Agency represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or BBOCWW Board, or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Purchaser standard policies and may result in cancellation of this Agreement.

1.4.4. Corrupt or Fraudulent Practices

The Purchaser requires that bidder(s) under this RFP observe the highest standards of ethics during the execution of such contract. In pursuance to this policy, the Purchaser defines for the purposes of this provision, the terms set forth as follows:

1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence of public officials in contract execution; and
2. "Fraudulent Practice" means a misrepresentation of facts in order to influence execution of contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission);
3. Will reject a proposal for the award if it determines that the bidder recommended for the award has engaged in corrupt or fraudulent practices in competing for the contract in question.
4. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for or executing a contract.
5. The past performance of the bidder will be crosschecked if necessary. If the facts are proven to be dubious the bidders will be ineligible for further processing.

1.4.5. Purchaser's Obligations

1. Purchaser's nominated representative shall act as the nodal point for implementation of the Contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Successful Agency.
2. Purchaser shall ensure that timely approval is provided to the Successful Agency as and when required, which may include approval of project plans, implementation methodology, or any other document necessary in fulfilment of this contract.
3. The Purchaser's Representative shall interact with the Successful Agency, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.
4. The purchaser may provide on Successful Agency's request, particulars/information/ or documentation that may be required by the bidder for providing services covered under this contract.

1.4.6. Events of Default by the Successful Agency

1. The failure on the part of the Successful Agency to perform any of its obligations or comply with any of the terms of this Contract shall constitute an event of default on the part of the Successful Agency.
2. Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Successful Agency, setting out specific defaults / deviances / non-compliances / non-performances and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.
3. Where despite the issuance of a default notice to the Successful Agency by the Purchaser the Successful Agency fails to remedy the default to the satisfaction of the Purchaser, the

Purchaser may, where it deems fit, issue to the Successful Agency another default notice or proceed to adopt such remedies as may be available to the Purchaser.

1.4.7. Consequences of Default

Where an event of default subsists or remains uncured the Purchaser shall be entitled to:

1. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Successful Agency shall be obliged to comply with which may include re- determination of the consideration payable to the Successful Agency as agreed mutually by Purchaser and Successful Agency or through a third party acceptable to both Successful Agency and Purchaser. The Successful Agency shall in addition take all available steps to minimize loss resulting from such event of default.
2. Suspend all payments to the Successful Agency under the Contract by a written notice of suspension to the Successful Agency, provided that such notice of suspension:
 - i. Shall specify the nature of the failure; and
 - ii. Shall request the Successful Agency to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Successful Agency.

1.4.8. Terminate the Contract in Full or Part

1. Retain such an amount from the payment due and payable by the Purchaser to the Successful Agency as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Successful Agency shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall affect the continued obligation of the Successful Agency and Successful Agency's team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
2. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Successful Agency as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

1.4.9. Breach and Rectification

In the event that the Successful Agency is in Material Breach of its obligations under this Agreement or the SLA, Purchaser may terminate this Agreement or the SLA upon notice to the Successful Agency. Any notice served pursuant to this clause shall give reasonable details of the Material Breach, which could include the following events, and the termination will become effective:

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1. If there is Breach which translates into default in providing Services by the Successful Agency as per this Agreement or the SLA, continuously for more than one week, then the Purchaser will serve a seven days' notice for curing such Material Breach. In case the Material Breach continues after the notice period, the Purchaser will have the option to terminate the Agreement.
2. Because time is the essence of the contract, in case, for reasons Prima facia attributable to the Successful Agency, there is a delay of more than 4 weeks by the Successful Agency, the Purchaser may terminate this Agreement after affording a reasonable opportunity to the Successful Agency to explain the circumstances leading to such a delay. Further, the Purchaser may also invoke the Performance Guarantee of the Successful Agency. Pursuant to the termination, Successful Agency shall transfer all the project related assets to Purchaser.
3. Where a change of control of the Successful Agency has occurred whereby the Successful Agency has merged, amalgamated or been taken over, due to which the majority shareholding of the Successful Agency has been transferred to another entity, the Purchaser can by a 60 days' written notice, terminate this Agreement and such notice shall become effective at the end of the notice.

1.4.10. Protection and Liabilities

4.1.1 Third Party Claims

1. Successful Agency (the "Indemnifying Party") undertakes to indemnify the Purchaser (the "Indemnified Party") from and against all direct losses, claims or damages on account of bodily injury, death or damage to tangible personal property and otherwise caused by its negligence/ fraud/willful misconduct, arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA.
2. The indemnities shall be subject to the following conditions:
 - i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - ii. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;

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- iii. If the Indemnifying Party does not assume full control over the defence of a claim, the Indemnifying Party may participate in such defence at its cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
 - iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
3. The indemnities shall be subject to the following conditions:
- i. Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim;
 - ii. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
4. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
5. The Indemnified Party shall take legally permissible steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
6. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates;

1.4.11. Limitation of Liability

The Successful Agency's aggregate liability for damages shall not apply to

- 1. Neither this Agreement nor the services delivered by Successful Agency under this Agreement grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the Successful Agency and BBOCWW Board to this Agreement, as the case may be.
- 2. The liability of Successful Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Value of Project.



3. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, the Purchaser shall not be liable to Successful Agency for any indirect or consequential damages.
4. Any claim or series of claims arising out of or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
5. The Purchaser shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.

1.4.12. Termination

1.4.12.1. Conditions for Termination

1. The Purchaser may terminate this Contract in whole or in part by giving the Successful Agency a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
2. Where the Purchaser is of the opinion that there has been such event of default on the part of the Successful Agency / Successful Agency's team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Successful Agency to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
3. Where it comes to the Purchaser's attention that the Successful Agency (or the Successful Agency's team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of the terms of the Successful Agency's bid, the RFP or this Contract.
4. Where it comes to the Purchaser's attention that the Successful Agency (or the Successful Agency's team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Successful Agency's bid, the RFP or this Contract.
5. Where the Successful Agency's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Successful Agency, any failure by the Successful Agency to pay any of its dues to its creditors, the institution of any winding up proceedings against the Successful Agency or the happening of any such events that are adverse to the Financial viability of the Successful Agency. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.

6. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Successful Agency, without compensation to the Successful Agency, if the Successful Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
7. In the event of termination of this Contract by the Purchaser before the expiry of the term, the Successful Agency shall be given a period of 30 days to demobilize itself,
8. The Successful Agency may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 1 month in advance indicating its intention to terminate the Contract.

1.4.12.2. Consequences of Termination

1. In the event of termination of this Contract, [whether consequent to the stipulated Term of the Contract or otherwise the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Successful Agency shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/or the successor agency, as may be required, to take over the obligations of the erstwhile Successful Agency in relation to the execution/continued execution of the scope of this Contract, even where such assistance is required to be rendered for a reasonable period that may extend beyond the contract term/ termination hereof.
2. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Successful Agency/ Successful Agency's team or due to the fact that the survival of the Successful Agency as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the bidder as agreed mutually by Purchaser and Successful Agency or through a third party acceptable to both BBOCWW board and Bidder may pay the Successful Agency for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Successful Agency up to the date of termination. Without prejudice or any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Successful Agency as may be required to offset any losses caused to the Purchaser as a result of the Termination or due to any act/omissions of the Successful Agency. In case of any loss or damage due to a default on the part of the Successful Agency in performing any of its obligations with regard to executing the scope of work under this Contract, the

Successful Agency shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the Successful Agency's manpower resources and/or all third parties appointed by the Successful Agency shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the Successful Agency's bid, the RFP and this Contract, in an identical manner as were being performed before the collapse of the Successful Agency as described above in order to execute an effective transition and to maintain business continuity.

3. Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law.
4. The termination hereof shall not affect any accrued right or liability of either Successful Agency or Purchaser nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

1.4.13. Dispute Resolution

1. The office of the Purchaser and the Successful Agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Purchaser and the Successful Agency have been unable to resolve amicably a contract dispute, the matter will be referred to the Purchaser, and his decision will be final and binding on both the Successful Agency and Purchaser.
2. If during the subsistence of this Contract or thereafter, any dispute between the Successful Agency and Purchaser hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Successful Agency and Purchaser hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Successful Agency and Purchaser. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Successful Agency or Purchaser hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.

3. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
4. The Arbitration proceedings shall be held at Patna, in Bihar, India.
5. The Arbitration proceeding shall be governed by the substantive laws of India.
6. The proceedings of Arbitration shall be in English language.
7. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the Successful Agency and Purchaser hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party should appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
8. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, Ministry of Law & Justice shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.
9. If any of the Arbitrators appointed dies, resigns, incapacitates or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such a person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
10. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
11. It is also a term of the contract that neither party to the contract shall be entitled for any interest in the amount of the award.
12. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
13. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
14. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

1.4.14. Notice and Timing

1. As soon as reasonably practicable after the Effective Date, the Successful Agency and Purchaser shall use their best endeavors to agree to a timetable for routine audits in

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accordance with such an agreed timetable and shall not be required to give the Successful Agency any further notice of carrying out such audits.

2. The Purchaser or its nominated agencies may conduct non-timetabled audits at its own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by the Successful Agency, a security violation, or breach of confidentiality obligations by the Successful Agency, provided that the requirement for such an audit is notified in writing to the Successful Agency a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail, the reasons for the requirement and the alleged facts on which the requirement is based. If the Successful Agency considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure
3. The frequency of audits shall be decided by the Purchaser
4. In addition to the above, there will be audits conducted by statutory bodies (e.g. CAG) as and when they are required to do it. Notwithstanding any condition given in the contract, the Successful Agency will have to provide these statutory bodies with access to all the facilities, infrastructure, documents and artefacts of the Project as required by them and approved by the purchaser, in writing.
5. The audit and access rights contained shall survive the termination or expiration of the Agreement.

1.4.15. Access

1. The Successful Agency shall provide Purchaser access to employees, suppliers and third-party facilities, documents, records and systems reasonably required for audit and shall provide all such people with routine assistance in connection with the audits and inspections.
2. The purchaser shall have the right to copy and retain copies of any relevant records. The Successful Agency shall co-operate with the Purchaser in effecting the audits and providing necessary information.

1.4.16. Inspection Rights

1. The purchaser shall have the right to inspect offices, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
 - i. That the actual level of performance of the services is the same as specified in the SLA;
 - ii. That the Successful agency has complied with the relevant technical standards, and has adequate internal controls in place; and
 - iii. The compliance of the Successful agency with any other obligation under the contract and SLA.

1.4.17. Conditional offers by the Bidders

The bidder should abide by the terms and conditions specified in the RFP Document. If bidders submit conditional offers it shall be liable for outright rejection.

1.4.18. Address of Communication

Bids should be addressed to the Secretary, at below given address:

Secretary,

BBOCWW Board,

C Wing, Fourth Floor, Niyojan Bhawan,

Near Income Tax Golamber, Patna - 800001

Mob. No- 6287894969

1.4.19. Costs & Currency

The bids must be made in Indian Rupees only. Taxes and levies as applicable at the time of submission of bid to be mentioned separately.

1.5. Performance Bank Guarantee

1. The performance bank guarantee of 5% of Annual contract cost from a Nationalised Bank/ Financial / Scheduled Bank and must be valid for the period duration and 180 days beyond the project period. The proceeds of the performance bank guarantee shall be payable to the Purchaser as compensation for any loss / penalties / liquidated damages resulting from the bidder's failure to complete its obligations under the contract. The performance guarantee shall be discharged by the Purchaser to the Successful Agency after 6 months post the completion of contract.
2. The Successful Agency shall have to furnish a renewed Performance Bank Guarantee for an appropriate extended period in case the Purchaser decides to extend the contract period post the completion of the project duration.
3. The Successful Agency shall submit a bank performance guarantee within 15 working days of receipt of the Notification of Award of Contract.

1.6. Indemnity

The Successful Agency shall indemnify, protect and save the Purchaser against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

1.7. Publicity

Any publicity by the Successful Agency in which the name of the Purchaser is to be used should be done only with the explicit written permission of the Purchaser.

1.8. Right to Accept Any Bid and to Reject Any or All Bids

Purchaser, reserves the right to accept or reject any Bid, and to annul the e-Tendering process and reject all RFP at any time prior to award of control, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the Purchaser's action.

1.9. Risk Purchase Clause

In case the Successful Agency fails to deliver the stores of any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the BBOCWW board is entitled to cancel the contract and repurchase the stores not delivered at the risk and cost of the defaulting Successful Agency. In the event of such a risk purchase, the defaulting Successful Agency shall be liable for any loss which the BBOCWW board may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of default to deliver the stores by the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.

1.10. Fall Clause

It is a condition of the contract that, the price at which Successful Agency will provide services should not exceed the lowest price charged by Successful Agency to any customer and that in the event of the prices going down below the prices finalized in this tendering process, Successful Agency shall promptly furnish such information to Purchaser to enable to amend the contract rates for subsequent supplies.

1.11. Other Conditions

1. Neither the Purchaser nor the Successful Agency shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Successful Agency shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.
2. The Agreement shall be written in English only. All correspondence and other documents pertaining to the Contract that are exchanged by Successful Agency and Purchaser shall be written in English or Marathi.
3. Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in the RFP Document are fulfilled to the satisfaction of the Purchaser.
4. The Successful Agency shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.
5. Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.
6. Payment shall be made in Indian Rupees only.
7. The Successful Agency's Team shall comply with the laws in force in India in the course of performing this Contract.
8. The Successful Agency should be complying with all applicable laws and rules of Government of India and/or Government of Bihar.

9. The Secretary, BBOCWW Board reserves the right to annul all/partial services during the contract period, without assigning any reason otherwise.

1.12. General

1. Relationship between Successful Agency and Purchaser:
2. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Successful Agency/ Successful Agency's Team or any relationship of Purchaser employee, principal and agent, or partnership, between the Purchaser and Successful Agency.
3. Neither Successful Agency nor Purchaser has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
4. The Purchaser has no obligations to the Successful Agency's Team except as agreed under the terms of this Contract.

1.13. Survival

The provisions of the clauses of this Contract in relation to documents, data, processes, property, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Successful Agency of its release from those obligations.

1.14. Entire Contract

The terms and conditions laid down in the RFP and all annexures, addendum thereto as also the Bid and any annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Successful Agency and Purchaser on the subject matter.

1.15. Governing Law

This Contract shall be governed in accordance with the laws of Union of India and State of Bihar.

1.16. Jurisdiction of Courts

Award of this contract and any dispute arising from it, whether contractual or non-contractual, will be governed by laws of India and subject to arbitration clause, be subject to the exclusive jurisdiction of the competent courts of Bihar, India.

1.17. Force Majeure

1. Force Majeure shall not include any events caused due to acts/omissions of such Bidder, Successful Agency or Purchaser, as the case may be, or result from a breach/contravention of any of the terms of the Contract, Bid and/or the RFP. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

2. The failure or occurrence of a delay in performance of any of the obligations of either Successful Agency or Purchaser shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Successful Agency/ Successful Agency's team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
3. In case of a Force Majeure, Successful Agency and Purchaser will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
4. The Successful Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
5. For purposes of this Clause, "Force Majeure" means an event beyond the control of the either Successful Agency or Purchaser and not involving the fault or negligence and not foreseeable.
6. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lock-outs and freight embargoes.
7. If a Force Majeure situation arises, the Successful Agency shall promptly notify the BBOCWW Board in writing of such conditions and the cause thereof within twenty calendar days.
8. Unless otherwise directed by the BBOCWW Board in writing, the Successful Agency shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
9. If the duration of delay continues beyond a period of three months, the BBOCWW Board and the Successful Agency shall hold consultations with each other in an endeavour to

find a solution to the problem. Notwithstanding above, the decision of the BBOCWW Board, shall be final and binding on the Successful Agency.

1.18. Conditions Precedent

1. Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, the Purchaser may at any time at its discretion waive fully or partially any of the Conditions Precedents for the Successful Agency:
2. The following Conditions Precedent need to be fulfilled by the Successful Agency on or before the execution of this Agreement:
 - a. Provide Performance Bank Guarantee specified in this RFP
 - b. Provide Purchaser true copies of its constitutional documents and Purchaser resolutions authorizing the execution, delivery and performance of this Agreement **and the SLA with Board;**

1.19. Non- Fulfilment of Conditions Precedent

1. In the event that any of the Conditions Precedent relating to Successful Agency has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Purchaser fully or partially, this Agreement shall cease to have any effect as of that date.
2. In the event that the Agreement fails to come into effect on account of nonfulfillment of the Successful Agency's Conditions Precedent with regards to implementation schedule, Purchaser shall not be liable in any manner whatsoever to the Successful Agency and Purchaser shall forthwith invoke the Performance Guarantee and forfeit the guaranteed amount.
3. In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the Successful Agency prior to the fulfilment in full of the Conditions Precedent, upon the termination of this Agreement such Project facilities and Project data shall immediately revert to purchaser free and clear from any encumbrances or claims.
4. Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the Conditions Precedent and the Term of this Agreement. It is further clarified that any such extension of time shall be subject to imposition of penalties on Successful Agency linked to the delay in fulfilling the Conditions Precedent

1.20. Amendment to Agreement

Successful Agency and Board acknowledge and agree that amendments to this Agreement shall be made through mutual agreement between the Successful Agency and Purchaser in writing in accordance with the procedure this Agreement is executed and signed.

SECTION-VII

Annexure I

Format for Technical Bid

Form 1: Covering Letter for Technical Bid

(On Bidders Letterhead)

Date: dd/mm/2026

To,
Secretary,
BBOCWW Board, MMTC
C Wing, Fourth Floor, Niyojan Bhawan,
Near Income Tax Golamber, Patna - 800001
Phone No: - 0612-2525558

Reference: Request for Proposal (RFP) for Selection of Service Providers for Establishment, Operation, and Management of Subsidized Canteens (Static and Mobile Modes) for Registered Construction Workers in Patna, Bihar

Sir,

We hereby offer to **Establishment, Operation, and Management of Subsidized Canteens (Static and Mobile Modes) for Registered Construction Workers in Patna, Bihar** as specified in this RFP at the prices specified in the RFP.

In the event of acceptance of our bid, we do hereby undertake that:

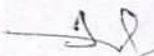
- i. All the services/ deliverable shall be performed strictly in accordance with the RFP documents and we agree to all the terms and conditions in the RFP including all the corresponding addendums & corrigendum and any other work as may subsequently be mutually agreed between us and the Purchaser or its appointed representatives
- ii. We agree to abide by our offer for a period of 180 days from the last date of submission of tender prescribed by the Purchaser and that we shall remain bound by a communication of acceptance within that time.
- iii. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake provision as per these terms and conditions. The deviations from the requirement specifications of RFP items and schedule of requirements are only those mentioned in our response. The deviations from the terms and conditions of the RFP are only those mentioned in our response
- iv. We hereby certify that the BIDDER/Owner signing the RFP is the constituted attorney.
- v. We do hereby undertake that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- vi. Purchaser or its authorized representatives conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person

or firm to furnish pertinent information deemed necessary and requested by Purchaser to verify statements and information provided in this application or regarding our competence and standing.

- vii. We declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
- viii. We declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- ix. We declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize BBOCWW Board to reject our application.

Signature of Authorized Signatory (with official seal) & Date

Name :
Designation :
Address :
Telephone :
E-mail :
address

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Form 2: Technical Bid Checklist (On Bidders Letterhead)

1. All documents as per Pre-Qualification Criteria
2. All documents as per Technical Eligibility Criteria
3. EMD
4. Form 1
5. Form 2
6. Form 3
7. Form 4
8. Form 5
9. Form 6

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Form 3: General Profile of the bidder (On Bidders Letterhead)

The bidder should provide details of the projects carried out in following format:

#	Particulars	Bidder
1	Name of the Organization	
2	Type of Organization	
3	Address of Registered Office with Telephone Nos., Fax, E- mail and website	
4	Company Registration Details	
5	Date of Incorporation (with documentary evidence for Certificate of Incorporation)	
6	GST Registration Number (with documentary evidence)	
7	PAN NO (with documentary evidence)	
8	No. of years of Operation in India	

Signature of Authorized Signatory (with official seal) & Date	
Name	:
Designation	:
Address	:
Telephone	:
E-mail address	:

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Form 4: Performance details

(To be printed on the official letterhead of the bidder & signed by the Authorized Signatory, and uploaded in the Technical Bid Envelope)

To,

The Secretary,

Bihar Building and Other Construction Workers Welfare Board (BBOCWBB),
Department of Labour Resources, Government of Bihar, Patna.

Dear Sir,

Please find the details of projects executed by us as follows:-

Project Title: (Attach separate sheet for each Project)			
Order date			
Start Date (month/year):		End Date (month/year):	
Name of Client			
Address			
Type of Client (Central Government or State Government or Semi Government or Corporation or Government Board)			
Project Value in INR			
Brief Description of Project:			
Referrals (Client side): Provide one referral only.			
Name			
Designation			
Role in the Project:			
Contact Number			

Note: Please upload the Work orders and Completion Certificates issued by concerned organizations.

Signature of Authorized Signatory (with official seal) & Date	
Name	:
Designation	:
Address	:
Telephone	:
E-mail address	:

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Form 5: Financial Capability

<On the letterhead of the Chartered Accountant >

<To be submitted along with Audited Financial Statements to demonstrate that they meet the requirements>

Date: dd/mm/yyyy

To,
Secretary,
BBOCWW Board,
C Wing, Fourth Floor, Niyojan Bhawan,
Near Income Tax Golamber, Patna - 800001
Phone No: - 0612-2525558

Sir/ Madam,

We have examined the books of accounts and other relevant records of <<Bidder>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover given below:

Section No.	Information from Audited account statement (in Indian Rupees)		
	FY 2022- 2023	FY 2023-24	FY 2024-25
Annual Turnover from supply of hot cooked meal services			
Net Worth			

(Signature of the Chartered Accountant)	
Name	:
Designation	:
Membership Number	:
Date	:
Company Seal	:
Business Address	:
UDIN and Date	:

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Form 6 : Declaration/Affidavit for not being under an ineligibility for corrupt or fraudulent practices or blacklisted

<<On Rs. 1000/- or above stamp paper >>

1. I/We do hereby certify that all the statements made in our bids in response to the RFP No.-..... dated XX/XX/2026 and in the required attachments are true, correct and complete. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
2. I/We, on behalf of (Name of the Proprietor), with its registered office at do hereby declare that neither our firm nor any of promoters/authorized representatives of the bidder or any related firm of promoters of the bidder firm is not under a declaration of ineligibility for corrupt and fraudulent practices or for any other reason, whatsoever and has not be suspended or blacklisted by any Central / State Govt. Agencies or procurement portals.
3. I/We on behalf of (Name of the Proprietor) do hereby affirm and undertake that we have carefully read and understood the whole RFP documents and will unconditionally abide by all the terms and conditions given in the RFP document vide RFP No.- dated XX/XX/2026.
4. I/We hereby also declare that :-
 - (a) I/We am/are not convicted for any of the offenses under the Prevention of Corruption Act, 1988; Or
 - (b) I/We am/are not been convicted under any Indian Penal Code or any law in force, for creating public injury to person or property or risk to public health as a part of execution of public procurement contract;
 - (c) I/We have not violated the code of integrity in the past;
 - (d) My/Our Security Deposit or EMD or performance security deposit or any other deposit was not withheld (fully or partly) by the purchaser during any procurement process or contract execution undertaken by purchaser in the past;
 - (e) I/We accept that in case of any irregularity, lapses, non-compliances, BBOCWW Boards decision shall be final and binding on me/us.

Thanking you, Yours faithfully

Signature of Authorized Signatory (with official seal) & Date	
Name	:
Designation	:
Address	:
Telephone	:
E-mail address	:

Form 7: Format for Performance Bank Guarantee

(To be executed on non-Judicial stamped paper of an appropriate value)

Date

Bank Guarantee No: Amount of Guarantee.....

Guarantee Period: From to Guarantee Expiry

Date:

Last date of Lodgment.....

WHEREAS The Department / Board <Name> having its office at <Address> (hereinafter referred to as "The Purchaser" which expression shall unless repugnant to the context includes their legal representatives, successor and assigns) has executed a binding to the contract on (Please insert date of acceptance of the letter of acceptance (LoA) ("Contract") with (insert name of the Successful Agency).....(hereinafter referred to as the "Successful Agency" which expression shall unless repugnant to the context include its legal representatives, succession shall permitted assigns) for the performance, execution and providing of services ("Service") shall have the meaning ascribed to it in the Contract) based on the terms & conditions set out in the RFP Documents number (insert reference number of the RFP Documents) dated (insert date of issue of RFP Documents)And various other documents forming part thereof,

AND WHEREAS one of the conditions of the Contract is that the Successful Agency shall furnish to the Purchaser a Bank Guarantee from a Nationalized in India for an amount equal to 5% (Five percent) of the contract amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Successful Agency for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Successful Agency has approached (insert the name of the Nationalized) (hereinafter referred to as the "Bank") having its registered office at (insert the address)and at the request of the Successful Agency and

in consideration of the promises made by the Successful Agency, the Bank has agreed to give such guarantee as hereunder:

1. The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Successful Agency merely on a demand raised by the Purchaser stating that the amount claimed is due to the Purchaser under the Contract. Any such demand made on the Bank by the Purchaser shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Purchaser in such Demand. The Purchaser shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Purchaser by the Bank under this bank guarantee shall not exceed the guaranteed Amount. In each case of demand, resulting to change of PBG values, the Purchaser shall surrender the current PGB to the bank for amendment in price.
2. However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding (figure of Guaranteed Amount to be inserted here)
..... only)
3. The Purchaser will have the full liberty without referenced to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Purchaser under the Contract and to enforce to forbear endorsing any powers or rights or by reasons of time being given to the Successful Agency which under law relating the Surety would but for the provisions have the effect of releasing the surety.
4. The rights of the Purchaser to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Successful Agency and / or that any dispute(s) are pending before any office, tribunal or court in respect of such guaranteed Amount and / or the Contract.
5. The guaranteed herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Successful Agency but shall in all respects and for all purposes be binding and operative until payment of all money due to the Purchaser in respect of such liability or liabilities is affected.
6. This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction

of the Courts of Bihar for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

7. All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
8. NOT WITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
9. Unless a Demand under this bank guarantee is filed against the Bank within 180 days from the date of expiry of this bank guarantee all the rights of the Purchaser under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
10. However, in the opinion of the Purchaser, if the Successful Agency's obligation against which this bank guarantee is given are not completed or fully performed by the Successful Agency within the period prescribed under the Contract, on request of the Successful Agency, the Bank hereby agrees to further extend the bank guarantee, till the Successful Agency fulfils its obligations under the Contract.
11. We have the power to issue this bank guarantee in your favor under Memorandum and article of Association and the Undersigned has full power to do so under the Power of Attorney dated (date of power of attorney to be inserted)
.....granted to him by the Bank.

Date:

Bank:

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank.

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7 Annexure III: Draft Master Service Agreement

This AGREEMENT is made at _____, Bihar, on this ____ day of _____, 2026, BETWEEN

Bihar Building and Other Construction Workers Welfare Board referred to as "BBOCWW Board" of the FIRST PART;

AND

-----, a company registered under the Companies Act, 1956/ Partnership Act, 1932/ Proprietorship, having its registered office at -----, hereinafter referred to as "The Bidder", (which expression shall include its successor, administrators, executors and permitted assignees), of the SECOND PART.

Whereas BBOCWW Board has envisaged for Request for Proposal (RFP) for Selection of Service Providers for Establishment, Operation, and Management of Subsidized Canteens (Static and Mobile Modes) for Registered Construction Workers in Patna, Bihar (hereinafter referred to as the "said Project");

And whereas BBOCWW Board has published the Request for Proposal (RFP) for Selection of Service Providers for Establishment, Operation, and Management of Subsidized Canteens (Static and Mobile Modes) for Registered Construction Workers in Patna, Bihar;

And whereas M/s----- has submitted its proposal for Establishment, Operation, and Management of Subsidized Canteens (Static and Mobile Modes) for Registered Construction Workers in Patna, Bihar.

And whereas BBOCWW Board and M/s ----- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and the parties hereto hereby mutually agree as follows: -

The Agreement shall consist of this Contract Form and the following documents, and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the 'Contract Documents'), all of which by this reference are incorporated herein and made part hereof:

1. Notification of Award / Work Order
2. RFP/ RFP Document
3. Scope of Work as given in the RFP/ RFP Document.
4. Payment schedule as given in the RFP/ RFP Document.
5. Terms & Conditions of Contract as given in the RFP/ RFP Document.
6. Service Level Agreement (SLA) as given in the RFP/ RFP Document.
7. Technical proposal of bidder.

This Agreement sets forth the entire contract and agreement between the parties pertaining to "Selection of Service Providers for Establishment, Operation, and Management of Subsidized Canteens (Static and Mobile Modes) for Registered Construction Workers in Patna, Bihar" and supersedes any and all earlier verbal or written agreements. This agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by the Corporation to the BIDDER as hereinafter mentioned, the BIDDER hereby covenants with the Purchaser to maintain and operate the

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entire proposed solution and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Contract Price or such other sum as may become payable under the provisions of the agreement shall be at the times and in the manner prescribed in the Agreement.

Any notice under this agreement shall be in the form of letter, fax. Notices to either party will be given at such address/addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Purchaser shall be properly addressed to:

Secretary,
BBOCWW Board,
C Wing, Fourth Floor, Niyojan Bhawan,
Near Income Tax Golamber, Patna - 800001
Phone No: - 0612-2525558

and notice to the BIDDER shall be properly addressed to:

A notice shall be effective when delivered or on the notice's effective date, whichever is later.
IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed sealed and Delivery By;

Secretary, BBOCWW Board,
By -----

For and on behalf of BBOCWW Board Signed, sealed and delivered
By -----

For and on behalf of the "BIDDER", Witnesses:

- (1)
- (2)

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

<< Scope of Work, Project & Payment Schedule, Terms & Conditions as specified above in the RFP document>>

Note:

- The stamp duty payable for the contract shall be borne by the BIDDER
- The above Draft Master Service Agreement is only an indicative description of the contract agreement. However, the actual contract agreement shall be finalized and notified by the Purchaser after final selection of the BIDDER

*****End of Document*****

