



**जीविका**  
ग्रामीण विकास विभाग, बिहार सरकार



## बिहार ग्रामीण जीविकोपार्जन प्रोत्साहन समिति राज्य ग्रामीण आजीविका मिशन, बिहार

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दिनांक : 03.01.2023

प्रेषक,

**श्री राहुल कुमार, भा०प्र०से०,**  
मुख्य कार्यपालक पदाधिकारी-सह-राज्य मिशन निदेशक,  
बिहार ग्रामीण जीविकोपार्जन प्रोत्साहन समिति (जीविका) ।

सेवा में,

**श्री दिवेश सेहरा, भा०प्र०से०,**  
सचिव, अनुसूचित जाति एवं अनुसूचित जनजाति कल्याण विभाग  
बिहार सरकार ।

**विषय : अनुसूचित जाति एवं अनुसूचित जनजाति कल्याण विभाग के संचालित आवासीय विद्यालयों में जीविका दीदियों के समूह के माध्यम से मेस संचालन कराने के संबंध में ।**

**प्रसंग : आपके कार्यालय के विभागीय पत्रांक 764 के आलोक में ।**

महाशय,

उपर्युक्त विषय के संबंध में सूचित करना है कि वर्तमान में पायलट प्रोजेक्ट के रूप में पटना, शेखपुरा, बेगुसराय, पंचम्पारण और सहरसा जिला में संचालित आवासीय विद्यालयों में बिहार ग्रामीण जीविकोपार्जन प्रोत्साहन समिति (जीविका) द्वारा संपोषित सामुदायिक संगठन द्वारा संचालित 'दीदी की रसोई' के माध्यम से (विभाग द्वारा पूर्व निर्धारित दर पर) आवासित छात्र/छात्राओं को शुद्ध, स्वादिष्ट, पौष्टिक एवं गुणवत्तापूर्ण भोजन उपलब्ध कराया जा रहा है।

विदित है कि वर्तमान में 14 अनुसूचित जाति एवं अनुसूचित जनजाति आवासीय विद्यालयों में 'दीदी की रसोई' के माध्यम से वर्तमान दर रू० 76/छात्र-छात्रा / प्रतिदिन भोजन उपलब्ध कराया जा रहा है। वर्तमान दर दीदी की रसोई के लिए संपोषणीय नहीं है। अतः प्रस्तावित दर रू० 99 प्रत्येक वित्तिय वर्ष 5% वार्षिक वृद्धि के साथ राज्य के सभी अनुसूचित जाति एवं अनुसूचित जनजाति आवासीय विद्यालयों में दीदी की रसोई के माध्यम से भोजन उपलब्ध करायी जायेगी।

अनुसूचित जाति एवं अनुसूचित जनजाति आवासीय विद्यालयों में 'दीदी की रसोई' के माध्यम से भोजन उपलब्ध कराये जाने के लिए MOU की प्रारूप प्रति अग्रेतर कार्यवाही हेतु उपलब्ध करायी जा रही है। अतः महाशय से अनुरोध है की समझौता ज्ञापन हेतु तिथि निर्धारित की जाये।

विश्वासभाजन

03/01/23

(राहुल कुमार)

अनुलग्न

MoU की ड्राफ्ट कॉपी

**MEMORANDUM OF UNDERSTANDING BETWEEN  
Bihar Rural Livelihoods Promotion Society,  
Government of Bihar**

**AND**

**SC and ST Welfare Department, Government of Bihar**

This Agreement is made at \_\_\_\_\_  
on \_\_\_\_\_ of \_\_\_\_\_ of Two Thousand  
\_\_\_\_\_. The Bihar Rural Livelihood Promotion Society, an  
autonomous society under Dept. of Rural Development, Govt. of Bihar, having its registered office  
at 1<sup>st</sup> Floor, Vidyut Bhawan, Annexe-II, Bailey Road, Patna – 800021 (hereinafter referred to as  
the FIRST PARTY) which expression shall unless repugnant to the context of meaning thereof  
include its successors or assignees of the FIRST PARTY.

**AND**

SC and ST Welfare Department, Government of Bihar, having its registered office at Old  
Secretariat, Rajbansi Nagar, Patna, 800015, Bihar (hereinafter referred to as the SECOND PARTY)  
which expression shall unless repugnant to the context of meaning thereof include its successors  
and assignees of the SECOND PARTY.

AND WHEREAS FIRST PARTY has been set up by the Government of Bihar to implement the National Rural Livelihood Mission [NRLM] and other similar rural development projects and programmes. The FIRST PARTY is also entrusted with the responsibility of implementing JEEViKA canteen as a sub-scheme, with an overall objective of helping startup and support rural enterprises run by community institutions that contribute to improved service delivery in schools while generating economic returns for the entrepreneurs.

AND WHEREAS SECOND PARTY, is responsible for policy/situational analysis and policy development including development of operational guidelines and policy change proposals pertaining to operations of educational institutions for the consideration of Government of Bihar, and has expressed interest that the concept of JEEVIKA canteens, ***owned & operated by members of the community institutions*** promoted by BRLPS, be piloted in selected locations and needful scale up to be undertaken based on the results of the pilot.

AND WHEREAS FIRST PARTY, BRLPS aims to enhance rural livelihood opportunities and works towards social and economic empowerment of the rural poor, especially women by promoting self-managed community institutions and further broadening their livelihoods opportunities. BRLPS is supporting new initiatives for livelihood enhancement, one of which is promotion of canteens run by the community institutions.

AND WHEREAS THE SECOND PARTY, has expressed its interest to provide canteen to community institutions promote by BRLPS to meet the twin objectives of improving in-house catering service delivery in schools and providing gainful employment opportunity to community institutions/members.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND CONTENTS AND CONDITIONS HEREIN CONTAINED, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

#### **ARTICLE 1: Activities to be undertaken by the SECOND PARTY**

The SECOND PARTY will undertake the following activities:

**1.1 Identification of locations:** The SECOND PARTY will provide suitable locations as per Sop of Didi Ki Rasoi (having the proper facilitation of electricity, water, washroom and restroom) in terms of six schools identified for piloting DKR, where they wish the canteen to be operated by the community institutions.

**1.2 Handover of premises:** THE SECOND PARTY would communicate to the relevant schools which are proposed for piloting DKR, that the canteen operations are to be transferred to community institutions promoted by JEEVIKA and all necessary support be provided to THE FIRST PARTY for the same.

THE SECOND PARTY would facilitate the handover of premises for the canteens responsible for serving the students and also school teachers and guests as per the demand.

**1.3. Renovation of Kitchen as per DKR norms:** THE SECOND PARTY would facilitate the renovation of premises WHEREAS THE FIRST PARTY would provide the civil plans of premise renovation to THE SECOND PARTY.

**1.4. MoU with School administration:** THE SECOND PARTY would actively facilitate the community institution/entrepreneur members or body (established for canteen operations) in having a MoU with the concern school administration.

**1.5. Amendment to payment terms:** THE **students will be served as per the menu with revised rate i.e Rs.99 per day per student at the level of concern school administration. Also, provision of annually 5% increment in the rate at the end of every financial year.**

**1.6 Timely payment:** THE SECOND PARTY would facilitate timely payments to the canteen. The Didi Ki Rasoi would monthly submit the bills and within 30 days of bill submission, THE SECOND PARTY would ensure payment to the Didi Ki Rasoi.

**1.6.1 Payment in extraordinary situation:** In case of extraordinary situation (summer/winter holidays or pandemic or flood situation), the canteen staff will be paid a nominal amount which will be assess by agreement of both parties to incur the situational loss by canteen staff which will be bear by SECOND PARTY.

**1.7. Safety & Security of community institutions Canteen:** THE SECOND PARTY would ensure safety & security of the canteen and members involved in running the same.

**1.8. NO any other canteen would operate inside the premises of School: -**

The SECOND PARTY would ensure that no any other canteen would be operate inside the premises of school and canteen (Didi Ki Rasoi) will only provide food to the students and also, school staff/guests if demanded. This rate may be decided by the mutual agreement of both the parties.

**1.9 Waste Disposal:** - THE SECOND PARTY would ensure the proposal waste disposal of the canteen.

**2.0 Handover of utensils and Equipment:-**THE SECOND PARTY would ensure to provide the equipment and utensils as per the SOP of DKR.

**ARTICLE 2: Activities to be undertaken by the FIRST PARTY:**

The FIRST PARTY will undertake the following activities:

**2.1 Shortlisting of locations:** THE SECOND PARTY has nominated 82 schools of 38 districts to pilot Didi Ki Rasoi by FIRST PARTY.

**2.2 Community members identification:** THE FIRST PARTY would mobilize and identify members who can potentially take up canteen operations, based on the skill, willingness, financial wherewithal and access to the school.

**2.3 Training of community members:** THE FIRST PARTY would conduct intensive training of the identified entrepreneurs on set-up, operations and maintenance of the school canteen to ensure hygiene and quality of the food to be served at the school.

**2.4 Organization Set up:** THE FIRST PARTY would set up a body of the selected community members for operating the canteens.

**2.5 Supply of menu on the approved budget:** THE FIRST PARTY would facilitate the canteen to supply the food to students as per approved menu on the approved rate for a period of 6 month.

**2.6 Handholding support:** THE FIRST PARTY would provide handholding support to the canteen after the initial set up including financial assistance for initial set up, training and capacity building and need-based viability gap funding.

**2.7. Market linkage:** THE FIRST PARTY would provide market linkage of the canteen with other government /private organizations and school events while ensuring no disruption to catering services for students.

**2.8 Prevention of Sub-contracting to non-CBO members:** THE FIRST PARTY will put in necessary measures in place and ensure that the canteen operations are owned and operated by community members, chosen from institutions promoted by BRLPS and that these operations will not be sub-contracted to any other private individuals/parties that are not members of JEEViKA community institutions.

**2.9 Prevention of use for any other purpose:** The FIRST PARTY will not use the Premises/Space/Canteen for any other purpose in future

**2.10 Monitoring of Didi Ki Rasoi :-** Monitoring and handholding of Didi Ki Rasoi will be done by consultant and Non-Farm Manager of concern district while stock, sales and other day to day activities will be maintained by central processing management system(CPMS).

### **ARTICLE 3: Duration of the partnership**

The duration of the MoU will be for **Five years subject to satisfactory performance** which may be further extended on mutually acceptable terms and conditions. Any possible extension of the assignment will be based on the mutual requirements and of both the parties.

### **ARTICLE 4: Scope of the partnership**

THE FIRST PARTY (BRLPS) has decided to set up canteens at the identified government school via the community institutions (Self Help Groups/Village Organizations/Cluster Level Federations) in partnership with THE SECOND PARTY (SC and ST Welfare Department).

THE FIRST PARTY would set up canteen in proposed school shared by the SECOND PARTY.

### **ARTICLE 5: Implementation arrangements**

The following implementation arrangements will be made by the parties, for ensuring smooth implementation of the partnership:

#### **5.1: Joint Review**

Quarterly progress review will be undertaken jointly by the both parties involving the concerned District & state level representative from BRLPS and Second party. The State level review meetings may be preceded by mechanisms for such review shall put in place jointly by both parties.

## **5.2: Extension of partnership**

Based on review and experience at the end of one year this partnership may be extended on the mutual agreement and satisfactory preformation of first party.

## **5.3: Assignment**

Obligations, Rights, Benefits or Liabilities from this MoU or any part thereof shall not be assigned to any third party without the written permission of the other party.

## **ARTICLE 6: Financial Agreement**

As both parties mutually agreed upon Financial agreement, THE SECOND PARTY would provide the location and WHEREAS THE FIRST PARTY would facilitate community institution to set up the canteen at the identified location.

## **ARTICLE 7: Termination of Agreement**

**7.1** Either party may terminate this agreement provided a written notice of intention is sent to the other party 60 days prior to the dissolution of the partnership.

**7.2. Notice:** All notices referred to in this MoU shall be in writing and shall be sent by registered post acknowledgement due to the following addresses:

For Bihar Rural Livelihoods Promotion Society

Chief Executive Officer

Bihar Rural Livelihoods Promotion Society

Annex-II, Vidyut Bhawan,

Bailey Road, Patna, Bihar – 800 021

For SC and ST Welfare Department

Secretary, SC and ST Welfare Department

Old Secretariat, Rajbansi Nagar

Patna, Bihar

Pin- 800015

**7.3. Resolution of Conflict:**

Any dispute between the Parties arising under or related to this MoU will be settled mutually between both the parties.

**ARTICLE 8**

All disputes and disagreements arising based on this MoU shall be referred to the arbitration of a sole arbitrator appointed by mutual consent and will be governed by the provisions of the Arbitration and Conciliations Act 1996. The venue of such arbitration proceedings shall be Patna. This MoU will come into effect on the day of signing and shall remain valid till two year. It can be further extended on mutual agreement and review of work. Necessary action for expediting the implementation of the terms of the MoU would be initiated by both parties on signing this MoU.

THE WITNESS WHERE OF the representatives of the parties to this Agreement being duly authorized have here unto signed in their respective names and have executed their present this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

For the  
Bihar Rural Livelihood Promotion Society

For the  
SC and ST Welfare Department

NAME :-

NAME:-

Designation:-

Designation:-

In the presence of following witnesses:-

Witness:

Witness:



Name:

Designation:

For and behalf of THE FIRST PARTY

Name:

Designation:

For and behalf of THE SECOND PARTY