



सत्यमेव जयते



एक कदम स्वच्छता की ओर



सूचना का
अधिकार

भारत सरकार
मानव संसाधन विकास मंत्रालय
स्कूल शिक्षा और साक्षरता विभाग
शास्त्री भवन
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GOVERNMENT OF INDIA

MINISTRY OF HUMAN RESOURCE DEVELOPMENT
DEPARTMENT OF SCHOOL EDUCATION & LITERACY
SHASTRI BHAWAN
NEW DELHI-110 115

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D.O. No. 9-7/2017-Desk (MDM)
Dated 26th April, 2017

Dear *Principal Secretaries,*

As you are aware that Mid-Day-Meal Guidelines, 2006 and Mid Day Meal Rules, 2015 envisage the setting up of Centralised Kitchens for a cluster of schools in urban areas where there is a space constraint for construction of kitchens in individual schools. In accordance with the provisions of the above Guidelines and Rules, 17 States/UTs are providing mid day meal to over 72 lakh children studying in 42,383 schools through Centralized Kitchens.

2. It has been observed that there is no standard format for the 'Memorandum of Understanding' (MoU) to be signed by States/UTs with Centralized Kitchens. In order to develop templates for the 'Model MoU' for this purpose, a committee was constituted by the Secretary (SE&L) under Chairmanship of Joint Secretary, School Education. Representatives from Andhra Pradesh and Odisha, National Institute of Nutrition, Akshya Patra Foundation, TATA Trusts etc. also participated in the deliberations.

3. The formats of the existing MoUs signed by the States with Centralized Kitchens were studied by the committee. After detailed deliberations, the templates for the 'Model MoU' between States/UTs and Centralized Kitchens have been formulated. A copy of the same is enclosed for your reference and further adaptation.

4. The 'Model MoU' is illustrative and advisory in nature and may not be exhaustive in itself. It may require further modifications for including State/UT specific clauses on nutrition, quality, hygiene and delivery of mid day meal in the schools through Centralized Kitchens.

With Best Wishes,

Yours sincerely,

(Ajay Tirkey)

Principal Secretaries/Secretaries (Education) or Nodal Department for Mid Day Meal Scheme in all States/UTs.



MODEL MoU

This agreement is executed at(Place) on (Day) , the
(Date-Month-Year)

Between

..... (Name of the State) herein after called as First Party.

And

..... (Name of NGO/Trust/Society along with its full address) herein after called
Second Party, for a period of Three years w.e.f.(date) and renewable on
year to year basis.

Now it is hereby agreed by and between the parties as follows for the consideration
hereinafter mentioned:

1. WHEREAS the First Party is desirous of serving cooked mid day meal to the school children in the cluster of schools (list of schools enclosed at **Schedule – I**) covered under Mid Day Meal in (name of District / Districts).
2. AND WHEREAS the Second Party is desirous and agreed for providing & serving hot cooked mid day meal to the children studying in classes I-VIII in the schools covered under Mid Day Meal in (name of District / Districts).
3. **Tenure/Duration** - The agreement is effective with effect from(Date) to(Date). The agreement shall come to an end on the expiry of the said period i.e.(Date) and no separate notice shall be served in this regard.

4. The supply shall be made from (Date) on all schools days to the allotted schools.
5. The meals are to be supplied to the above mentioned schools during recess time on all school working days *subject to provisions of clause 6* .
6. **Food Temperature and Time Norm** - The centralized kitchen is to be located near the cluster of schools, so that the Cooked meal shall be delivered at schools in such a manner that the time between cooking and consumption shall always be less than 4 hours and the temperature of food at the time of serving shall be at or above 65°C.
7. The Second Party shall supply the cooked meal in food grade insulated/stainless steel containers of good quality.
8. The Second Party shall provide the name, address and telephone number(s) of the person / persons who shall be responsible for supply of hygienic, whole some and cooked meal; and in case of any negligence in the supply of the cooked meal, the Second Party shall be accountable.

Food and Nutrition Norms -

9. The Second Party, shall supply hot cooked meal per child per day having requisite atleast 450 kilo calories and 12 grams protein with the free permissible allocation of foodgrains (100 gram for primary and 150 grams for upper primary per child per day) as per menu prescribed for per child per day for children studying in classes I-V; and atleast 700 kilo calories and 20 grams protein to children studying in classes VI-VIII; in the schools covered under Mid Day Meal Scheme of(Name of District / Districts). In case of any change in food

norms of meals by State Government from time to time the Second Party shall adhere to changed menu.

10. The Second Party shall supply the cooked meal having 450 K Calories and 12 grams protein for students of classes I-V and 700 K. calories and 20 grams protein for students of classes VI-VIII. In case of any change in menu, the Second Party shall adhere to the revised menu, with the prescribed norms of calories and protein and other micro nutrients. The Second Party has no right to alter or change the menu prescribed by First Party. The details of menu to be supplied is at **Schedule-II**)
11. The Second Party shall adhere to the Weight norms for the per meal cooked food in accordance with the menu finalized by the First Party so as to ensure adequate supply of hot cooked food as per the norms. (Details of weight norms at **Schedule-III**)
12. **Cooking Cost** - The First Party will reimburse the cooking cost to the Second Party @ Rs. (per meal cooking cost) per child per school day for primary school children and Rs. (per meal cooking cost) per child per school day for upper primary schools children (or as per the instructions / norms of GOI/State Government).

13. Supply of Foodgrains

13.1 The Second Party shall lift the food grains from FOOD CORPORATION OF INDIA godown on the basis of Release Order issued by the First Party based on allotted number of children and working days. Subsequently transportation charges will also be reimbursed to the Second Party as per

the rates fixed by the Government of India or by the State Government.

Or

13.2 The First party shall make arrangements for delivery of food grains at the centralized kitchen on the basis of allotted number of children and working days.

14. **Monthly Report / Bill** - The Second Party shall furnish a monthly report to First Party on lifting and utilization of food grains, number of children covered for onward transmission to the State Government / Central Government. The Second Party will also submit the duly verified bills by 7th of the next month. The First Party will ensure payment within one week upon receipt of duly verified bills from the Second Party.

Quality & Food Safety and Testing of meals

15. The supply of cooked meal shall contain 450 K. calories and 12 grams of protein for children studying in classes I-V and 700 K. Calories and 20 grams protein for children studying in classes VI-VIII. In case deviation is found more than 5% in the preparation / specification and the supply is otherwise not fit for consumption, the bill of such supply claimed by the Second Party shall be deducted proportionately; the testing fee if any shall be borne by Second Party for the testing of the sample.
16. If the quality of the product is found sub-standard other than explained above as in para 15, the school reserves the right to refuse to take the supply and the school shall have the right to return the whole or part of the cooked meal

supplied to school as the occasion may arise. No claim for compensation for such supply from the Second Party shall be entertained.

17. Designated authorities from Department of Health / Food & Drugs / Officers of State government / Head of the school may pick up sample of cooked meal at any time out of the supply being made at the school and get them tested for ascertaining the energy and nutritive value of the food.
18. The First Party shall get the samples tested from any reputed laboratory regarding requisite calories and proteins contents at its own cost at regular intervals.
19. The supply order shall be placed by the head of the schools. The number of children for whom cooked meal is required for the next day shall be obtained by the Second Party from the Head Teacher / In charge of concerned school. Every effort shall be made by both the Head of concerned school and Second Party, that the cooked meal received / served is in accordance with the attendance of the day.
20. The Second Party shall not entrust / sub contract the MDM supply or divert any part of the assistance (food grains/funds) to any other Organization/ agency.
21. The meal shall be supplied at the fixed time on every school day. Late supply shall not be accepted. In case the Second Party fails to supply the cooked meal on any particular day, the authorities shall have the option to procure the supply from the market and the cost shall be deducted from the bills of the Second Party.

22. The Second Party shall be solely responsible for any mishap/casualty on account of contaminated cooked meal supplied in the school. In such an event, action against the Second Party shall be initiated as per the law.
23. That if, it is found at any stage that the meals supplied by the Second Party is found to be adulterated, contaminated or substandard in any manner, in that eventuality, the entire civil and criminal liability arising out of that shall rest entirely on the Second Party.

Monitoring

24. **By Community** - The members of the School Management Committee, Parent Teacher Association and Panchayati Raj Institution / Urban local bodies shall also have the privilege to supervise the quality and quantity of the supplied meal. If the quality is inferior or the supply is not in accordance with the schedule given by the First Party / School the community members may advise the school to refuse acceptance of such meals.
25. **By Technology** - The Second Party shall install IP enabled CCTV cameras with appropriate recording backup and maintain them in good working condition at all times. The Second Party shall make available the credentials to the First Party to monitor and review with a provision of minimum one week data.
26. **By Officials** - The designated officers of the State Government shall periodically visit the schools in order to ensure hygiene, quality and quantity of the food being supplied.

27. State Government shall be at liberty to add / alter any of the condition for supply of cooked meal at any time during the contract period as per the need / requirement for any day.
28. **Annual Audit Report** - The Second Party will furnish an Annual Audit Report along with audited statement of accounts in terms of all grants received from the State Government, donations received in the name of Mid Day Meal Scheme, both in cash and kind, duly certified by an approved Auditor to the First Party.
29. The Second Party should submit signed commitment to return to the State Government any permanent/semi permanent assets acquired by the Second Party from the grants received under the MDM Programme, once the Second Party ceases to undertake the supply work unless and until the centralized kitchens are constructed solely by the Second Party.
30. **Renewal Clause** – The renewal of contract shall be subject to the third party evaluation outcome. The evaluation study report should be furnished 2 months prior to the closure of contract period.
31. **Notice period** - That in the event, Second Party desires to stop the supply of the meal for any reason, it shall give three month's notice in writing to the First Party, failing which the Second Party shall be liable for penalties as decided by the State Government.
32. **Notice period** - The First Party shall be at liberty to modify or terminate the agreement at any time during the contract period by giving 30 days notice.
33. **Notice period** - The First Party can terminate this agreement, giving 3 months' notice if the MHRD, Government of India does object to this arrangement.

34. **Arbitration:** In the event of any dispute arising out of the contract between the parties here to, the same shall be referred to the sole arbitration of the State Government or any officer appointed by the State Government on its behalf. The proceedings held by the arbitrator in making award will be in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory amendments thereof. The award of the arbitrator shall be final and binding on the parties.

Both Parties have read the above mentioned clauses and agreed to the same.

IN WITNESS WHEREOF the parties hereto have set their respective hands to this indenture of Agreement on the date, month & year herein above written.

WITNESSES

Party of the First Part

1.

.....

2.

WITNESSES

Party of the Second Part

1.

.....

2.