

**DIRECTORATE OF EDUCATION
MID DAY MEAL BRANCH, ROOM NO. 215 & 216
OLD SECRETARIAT, DELHI – 11 00 54**

SAMPLE OF MOU/ AGREEMENT

The agreement is executed at Delhi on _____.

BETWEEN

Directorate of Education Govt. of Delhi, Old secretariat, Delhi hereinafter called the party of the First Part

AND

—

_____ through _____, Executive Director/
President/Authorized Representative Competent Authority, duly constituted here in
after called the party of the Second Part/Service Provider for a period
from _____ to _____.

1. WEHERAS the party of the first part is desirous of serving cooked Mid-day-Meal to the school children schools run/aided by the First Party
2. AND WHEREAS the second party is desirous and agreed to provide/serve cooked mid-day-meal to approx. _____ children studying in schools of the party located in the area of from its semi automated kitchen located at

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3. AND WHEREAS the second party has agreed to comply with the quantity, quality and standard of the cooked mid-day-meal as per prescribed standard which is to contain a food value of minimum 450 K Calories and 12 grams of protein per meal for primary and for upper primary 700 K calories and 20 grams of protein per meal. The quantity of rice menu for primary and upper primary classes would be 250 grams & 375 grams respectively & quantity of wheat menu for primary and upper primary classes would be 200 grams & 250 grams respectively.

4. AND WEHERAS the second party was also agreed to provide mid-day-meal with the following terms and conditions:-

- i. Utilizing the subsidy of Rs.2.50/- per meal for primary offered by Directorate of Education.
- ii. Utilizing the subsidy of Rs. 3.75/- per meal for upper primary offered by Directorate of Education.
- iii. free rice /wheat @100 grams per meal for primary
- iv. free rice/wheat @150 grams per meal for upper primary.
- v. funds raised by its own resources.

NOW THIS DEED OF AGREEMENT WITNESSED AS UNDER:-

1. That the second party shall invest from its own funds for entire infrastructure, buildings, cooking machinery and vehicles for transporting the food at the destination.
2. That the second party has already established a semi automated Kitchen at _____ for preparing cooked food to be served to children as mentioned above. Venue of the kitchen shall not be allowed to change unless there is written permission from the first Party.
3. That the first party will have a right to change the number of children or number of schools allotted to second party on the basis of its performance or in the interest of children at any point of time of the operation of the agreement.
4. That the second party shall maintain and operate transport means/vehicles required for transportation of food at its own cost and risk. The second party for transporting food shall use clean, hygienic separate closed and secured /sealed container for each section, which shall be desealed before the committee at school level constituted for the purpose. The food will be transported and served in a proper hygienic condition and the quality of the food so supplied and served to the children will be fresh and ready to eat condition.
5. That any taxes or challans of any kind during the distribution of cooked meal shall be borne by second party.
6. That the second party will take the responsibility to provide the mid-day-meal with the help of subsidy contribution from first party @ Rs.2.50 per meal day plus free grains of 100 grams per child per day from FCI plus funds raised by its own resources for primary .However, if the contribution of Govt. of India is enhanced at any terms of foodgrain or cooking cost, the same shall be passed on the second party.
7. That the second party will take the responsibility to provide the mid-day-meal with the help of subsidy contribution from first party @ Rs.3.75 per meal day plus free grains of 150 grams per child per day from FCI plus funds raised by its own resources for upper primary .However, if the contribution of Govt. of India is enhanced at any terms of foodgrain or cooking cost, the same shall be passed on the second party.
8. That the party of the second part shall be given the quantity of subsidy of wheat and rice on the same ratio in which the allocation of food grains is made by the Ministry of Human Resources and Development ,Govt. of India.

9. That the supply shall be made by the second party in the schools each working day between 9 AM to 10 AM. In case of double shifted school(s), the supply in the second shift shall be made between 2.30 PM to 3.30 PM. Second party will also insure that distribution of Mid Day Meal amount children must be completed within 20-30 minutes of recess period of the school and distribution work will be done by the workers of second party.
10. That the supply of cooked meal for primary shall contain minimum 450 K.Calories and 12 grams of protein per meal. The first party shall have the full rights to get the cooked meal tested at any number of time through Sri Ram Institute for Industrial Research or any other authorized laboratory at the time of cooking, transportation or school. In case deviation is found more than to be 5% in the specification, the first party contribution of such supply claimed by the second party shall be deducted proportionately. The testing fee of the sample at Sri Ram Institute of Industrial Research, University Road, Delhi and at any other laboratory shall be borne by second party.
11. That the supply of cooked meal for upper primary shall contain minimum 700K.Calories and 20 grams of protein per meal. The first party shall have the full rights to get the cooked meal tested at any time through Sri Ram Institute for industrial Research or any other authorized laboratory. In case deviation is found more than 5% in the specification, the first party contribution of such supply claimed by the second party shall be deducted proportionately. The testing fee of the sample at Sri Ram Institute of Industrial Research, University Road, Delhi or any other laboratory shall be borne by second party.
12. The subsidy contribution from first party as mentioned at S. No. 6 and 7 for primary & Upper Primary classes would include the cost of pulses, Vegetable oil, fats, salts and condiments and fuel and the food norms shall be as under:-

| Sr. No. | Items | Quantity per day | |
|---------|-------------------------|------------------|---------------|
| | | Primary | Upper Primary |
| 1. | Food grains | 100gms. | 150 gm. |
| 2. | Pulse | 20gm. | 30gm. |
| 3 | Vegetables(leafy also) | 50gms. | 75gms. |
| 4 | Oil & fat | 5gm. | 7.5gms. |
| 5 | Salt & Condiments | As per need | As per need |

13. That if the quality of the product is found defective in any manner other than explained above in Clause 10, 11 & 12 the First party shall have the right to refuse to take the supply. The first party shall have the right to return the whole or part of the defective cooked meal supplied to school(s) as the occasion may arise and impose suitable penalty or may cancel the agreement forthwith.

14. If the second party fails to supply cooked food on a particular day(s) or fails to replace the defective supply of cooked food in time , a penalty @ Rs.4/- per child present in that particular school on that particular day shall be deducted from the bills by H.O.S./Principal of concerned school.
15. That the second party will submit monthly accounts to concerned zonal/school authorities with the copy of the testing report of the month who shall process the same and the first party after deducting penalty amount if any due shall arrange for payment promptly. No payment shall be made for defective supply. The first party shall make the payment within 45 working days after submitting the statement of accounts.
16. That the case of cancellation of supply or change in supply for any day, the information will be given by the first party to the second party one day in advance as far as practicable.
17. The delivery of cooked meal will be made to schools according to the schedule supplied by the first party .If, the first party finds that food fit for human consumption as per the standard laid above after having tasted the same by a committee which shall comprise Principal of the school concerned, teacher in-charge of the Mid-Day-Meal Scheme, Home Science teacher three mothers of children studying in the school, D.D.O. of the school and a member of Vidhayalaya Kalyan Samiti,it shall be distributed among the children for consumption. In case the cooked meal received by the concerned school is found defective/sub standard, it shall be refused and supply shall be lifted by the second party from the school at its own risk and cost. In case, the defective/sub standard supply is not lifted by the second party within 24 hours ,the same shall destroyed by the head of the school concerned at the risk and the cost of the second party and no claim for the defective supply shall be entertained in any case. Expenditure incurred for this, if any, shall be borne by the second party.
18. That the first party reserves its right not to accept the defective /sub standard supply. The first party shall have the right to return the whole or part of such defective cooked meal supplied to the school as the occasion may demand .The first party shall have liberty to make alternative arrangement for supply of Mid –Day-Meal on that day at the cost and risk of the second party.
19. That the second party shall be required to make the supply regularly at the specified time. In case of non-supply, irregular or late supply, the first party shall have liberty to cancel the work order and remaining supply be got completed from any other Voluntary Organisation.The performance security/earnest money deposited by the second party shall be forfeited in such case.
20. That the random sample(s) can be taken from any supply made by the second party, in the school(s) and the test fee will be borne by the second party.
21. That the second party shall not be responsible for any delay or non supply/short supply or food poisoning of mid-day-meal caused due to civil

commotion/bandh/strike/communal riots, terrorism/hijack/way laying or sabotage of vehicle by antisocial elements when mid-day-meal carriage is in transit and for any reasons beyond the control of the second party.

22. That in case of deterioration of cooked food during transportation, the second party will be liable to replace the same. The second party will be responsible for quality of cooked food till it is finally consumed by the students.
23. That the second party will supply cooked meal to the schools mentioned in the list annexed herewith. The items to be supplied are as follows:
 - 1) Atta & Besan Puri with Aaloo Curry/or Mixed Vegetables.
 - 2) Atta Poori with Chholley(mashed vegetables added to the gravy)
 - 3) Suzi Halwa with Chholley
 - 4) Rice Chholley with mashed vegetables added to the gravy
 - 5) Rice with Sambar/Dal (with vegetables added to the gravy)
 - 6) Rice with Kadhi(with vegetables added to the gravy)The wheat based and rice based item be supplied to the children on alternative days.
24. That the first party shall have the right to modify or change the menu in interest and acceptability in the children.
25. That to ensure maintenance of Health Standard, hygienic standards of cooking, the work if inspection of the cooking places, premises shall be entrusted to any third independent agency so decided by the first party. The reporting by the third party evaluating agency in respect of the cooking place, premises, food etc. shall be binding on both the parties.
26. That the water purification system shall be installed at the establishment/kitchen and the water quality shall be got tested quarterly by the second party and the report be submitted to the first party.
27. That the second party shall ensure regular fumigation and pest control in the storage area every three months to protect against rodents.
28. That the second party shall ensure the use of LPG through fixed piping system.
29. That the second party takes sufficient fire protection measures to protect against the untoward incidence.
30. That the second party painting on each van and container "Feeding the Children of Delhi Mid-Day-Meal Plan of Directorate of Education, GNCT of Delhi" with the name of the Food Processor.
31. That all disputes and difference arising out or any way touching this agreement shall be settled through Arbitration who shall be appointed by the Secretary Education whose decision will be final and binding on both the parties. Both the parties shall meet the cost of Arbitration in equal shares.
32. That the second party shall take all the precautions while preparing, handling & transporting cooked meal to the schools from the place of preparation/cooking and its distribution amongst children. It shall not be the

responsibility of the second party to arrange for plates and glasses for serving the meal.

33. That either of the parties is required to give a mandatory fifteen days notice to the other party to terminate this agreement.
34. The second party shall do work by itself in the kitchen approved by the first party and in no event it will sub-contract or outsource of any process of the cooking of meals to any other agency.
35. That the second party shall comply with the orders/guidelines/instructions issued by first party or Ministry of Human Resources Development, Govt. of India from time to time.
36. That the second party shall timely furnish the information sought by the first party. That the second party shall attend the meetings called by the first party at his own cost.
37. That the second party shall attend the training programme /seminar arranged/conducted by the first parts at his own cost.
38. The kitchen so established for preparing food for Govt. schools shall not be allowed in any condition to prepare food for any other agency/state/organization or any other purpose.
39. Second Party should obtain No Objection Certificate from Health Department of MCD to run their kitchen at the designated site.
40. Second Party should obtain Fire Safety Certificate for the Kitchen from Fire Department and other clearance from any other Department as required from time to time.
41. If wheat and rice is received from FCI in advance by the voluntary organization then they will have to submit the bank guarantee of the amount equivalent to tentative value of food grain given as advance.
42. That the second party will have godown for storing food grains so received from Food Corporation of India within the kitchen premises or within 500 meters (approx.) from the kitchen.
43. That the second party will maintain proper stock register in its godown in respect of foodgrains so received from FCI godowns with day to day entries.
44. That in case of breach of any of the terms and conditions of the contract mentioned here in above, either party shall have right to cancel the above agreement within seven days notice to the other party in writing on the breach and after providing seven days time and opportunity to rectify the said breach. However, in case adverse reporting by the third party to discontinue the supplies of mishap/casualty, the first party shall have the right to discontinue the supplies of cooked food from the second party by giving 24 hours notice.
45. That the second party shall be solely responsible for any mishap/casualty on account of contaminated cooked meal supplied in the school. Action against the second party in such an event shall be initiated as per the provisions of

Prevention of Food Adulteration Act, 1954 and other laws of the land for the time being. However, the second party shall use the raw material of ISI/FPO/Agmark brand wherever applicable.

46. First Party shall have the right to change/modify any clause/ provision if he satisfied that it is necessary to do so.

47. That on each day, the second party shall supply fresh cooked meal to the school and the first party shall not accept cooked meal prepared on the previous day in any case. There will be separate shift schools.

48. The infrastructure of the semi automated kitchen shall be maintained by the second party at its own costs. No deviations shall be made as agreed upon as the time of submission of Expression of Interest.
49. The second party shall make available all the records related to accounts, stock which is maintained by State Government/Central Government.
50. The second party shall deposit the security/earnest money @ Rs. 10 per child with the first party.
51. The performance security/earnest money deposited by the second party shall be returned only after successful completion of work.
52. If at any stage, it is found that document submitted by the second party were/are fake, the first party shall reserve the right to stop the payment due and forfeit the performance security/earnest money.
53. That the second party will abide with terms and conditions agreed upon at the time of submission of Expression of Interest unless there is any change mentioned in above said paras.

54. A sum of Rs. 10/- per child of the total number of children allotted to the second party shall be deposited by the said second party as earnest money /performance security at the time of signing of MOU/Agreement through fixed deposit in the joint name of first and an Office Bearer of the Second Party. This amount shall be refundable after successful completion of the work.
55. Second party should provide a copy of ESI & PF registration certificate, where applicable to Dte. of Education at the time of signing of MOU/Agreement.

56.Second Party shall provide copy of health certificate of its employees at the time of signing of MOU/Agreement who will work in the kitchen to ensure that they do not have any infectious disease.

IN THE WITNESS, WHEREOF, BOTH THE PARTIES HAVE SET THEIR
RESPECTIVE HANDS IN THIS AGREEMENT AT DELHI ON

Witnesses

(1)

First Party

(2)

Second Party