

MEMORANDUM OF UNDERSTANDING

This MOU is made and executed at Puducherry on the 12th day of July 2018.

By and Between

The President of India represented by the Development Commissioner-cum-Secretary to Government (Education), Government of Puducherry, having his Office at Chief Secretariat, Puducherry, hereinafter called as "First Party" (which expression shall unless repugnant to the context thereof mean and include its executors, successor in office, assigns and beneficiaries)

and

The Akshaya Patra Foundation, a trust registered under Indian Trust Act, 1882 and having its registered office at H. K. Hill, Chord Road, Rajaji Nagar, Bangalore through Shri. Chanchalapati Dasa, (Vice Chairman and Trustee) Authorized Representative / duly constituted hereinafter called the "Second Party" (which expression shall unless repugnant to the context thereof, mean and include its executors, successor in office, assigns and beneficiaries)

Hereinafter, the Government of Puducherry and the Akshaya Patra Foundation are individually referred to as a "Party" and collectively referred to as the "Parties".

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 Government and Government Aided Pre-Primary, Primary, Upper Primary, High School and Higher Secondary Schools (list of schools enclosed at Schedule – I) covered under the Mid Day Meal in Puducherry region.
- (2) AND WHEREAS, the Second Party is desirous and agreed for providing and serving hot cooked Mid Day Meal to the children in the Government and Government Aided Pre-Primary (LKG and UKG), Primary (I-V), Upper Primary (VI-VIII), High School (IX-X), Higher Secondary (XI-XII) schools covered under the Mid Day Meal Scheme in Puducherry region .
- (3) **Tenure/Duration**
 - (3.1) The MOU shall be effective from the date of commencement of feeding operation till a period of five years.
 - (3.2) The period shall be extended further, on yearly basis by mutual consent and on the basis of satisfactory performance certified by the Directorate of School Education, Government of Puducherry.
- (4) The meals shall be supplied to the Pre-Primary, Primary, Upper Primary, High School and Higher Secondary Schools of Puducherry region during recess/lunch time of school on all school working days, *subject to provisions of clause (5) of this MOU.*



(5) **Food Temperature and Time Norm**

- (5.1) The Second Party shall deliver the cooked meal at schools, in such a manner, that the time between the completion of cooking process and delivery (including packing and despatch) to the schools shall always be less than four hours and the temperature of food at the time of serving shall be at or above 65°C.
- (5.2) The Second Party shall supply the cooked meal, in food grade insulated/stainless steel containers of good quality.
- (5.3) 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 cooked meal and in case of any negligence in the supply of the cooked meal, the Second Party shall be accountable and liable for action under the law, apart from the proportionate deductions in the corresponding bill amounts.

(6) **Food and Nutrition Norms**

- (6.1) The Second Party, shall supply hot cooked meal, per child, per day, having atleast 450 kilo calories and 12 grams proteins, as per menu prescribed for, per child, per day for children studying in Pre-Primary and Primary, and atleast 700 kilo calories and 20 grams protein to children studying in classes VI-XII, in the schools covered under the Mid Day Meal Scheme of Puducherry region. The details of menu to be supplied are at Schedule - II. In case of any change in the menu by the First Party from time to time, the Second Party shall implement the change in the Menu as desired by the First Party subject to infrastructural constraints. That, the First Party shall also have the right to modify the menu in consultation with the Second Party, subject to the limitation of the cooking infrastructure.

The Second Party shall adhere to the Calories and Protein norms, for the per meal cooked food, in accordance with the menu finalized by the First Party, and to ensure adequate supply of hot cooked food, as per the norms.

- (6.2) If the supply is not fit for consumption, the bill of such supply claimed by the Second Party shall be deducted proportionately and the testing fee, if any, shall be borne by the Second Party, for testing of the sample.
- (6.3) If the quality of the product is found sub-standard, other than explained above, as in para 6.2, the school shall have 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 warrant. No claim for such supply from the Second Party shall be entertained.
- (i) 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 the concerned school. Every effort shall be made by both the Head of the concerned school and Second Party, that the cooked meal received / served, is in accordance with the attendance of the day. The transportation of food from manufacturing unit/establishment upto the concerned

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school, shall be the responsibility of the Second Party. It shall not be the responsibility of the Second Party to arrange for plates and glasses for serving the meal. The responsibility of Second Party shall end on delivering the food at the school premises and the distribution of food to school children would be handled by the school authorities.

(ii) The Cook-cum- Helpers, who were working in the kitchens earlier, would continue to be engaged in carrying out the work of serving delivered food and cleaning the utensils in the schools and honorarium would be paid directly to them by the First Party, as per the existing policy.

(6.4) The meal shall be supplied at 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(s), the school 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.

(6.5) The Second Party shall solely be responsible for any mishap/causality on account of contaminated or adulterated cooked meal, supplied in the school. In such an event, action against the Second Party shall be initiated by the First Party as per the law in force. However, if the mishap occurs due to reasons attributable to the mishandling of the food by school authorities (i.e., if contamination happens after the food is safely delivered to the school by the Second Party, then the Second Party would not be responsible). The First Party through the Head Teacher shall check and verify the menu, quality, temperature of food and quantity before serving to the Students, which shall be recorded in the Mid Day Meal Register, regularly.

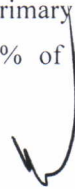
(6.6) The Second Party shall not be responsible for any delay or non supply/short supply or food poisoning of Mid Day Meal caused due to civil commotion/bandh/strike/communal riots, terrorism/hijack/way laying or sabotage of vehicle by antisocial elements, when Mid Day Meal carriage is in transit and for any reasons beyond the control of the Second Party.

(6.7) The First Party shall instruct the Head Teachers to intimate any changes to the indent atleast one day in advance. In the event of non-intimation within the aforementioned time frame, second party shall not be responsible to ensure adherence to the intimation received.

(6.8) The Second Party shall not use egg, onions and garlic in its menu.

(7) **Cooking Cost- Cost of meal**

(7.1) The First Party will reimburse the cooking cost to the Second Party to the extent of the subsidy provided by the Government of India, for the Students of Primary and Upper Primary studying in Government and Government Aided Schools as revised by the Government from time to time. At present, it is Rs. 2.48/- per child per school day for Primary School Children and @ Rs. 3.71/- per child per school day for Upper Primary Schools children, plus 50% of the present State share per child and the free issue of food grains as per the Government norms. For the Students of Pre-primary and IX-XII Std studying in Government and Government Aided Schools, 50% of the per student



expenditure incurred by the Government of Puducherry, will be extended to the Second Party. The remaining cost of cooked meal shall be borne by Akshaya Patra Foundation, by raising the donation.

- (7.2) The revenue expenditure of the Puducherry Mid Day Meal Programme shall be borne by the Government of Puducherry, and Akshaya Patra Foundation as per the norms agreed to, between the Parties hereto, as detailed below:-

S.No.	Description	Category (Cost in Rs per meal)			
		Pre-Primary	Primary	Upper Primary	High and Higher Secondary
A	Current State Contribution	10.74	6.91	7.05	15.54
B	Current Central Govt. Contribution		2.48	3.71	
C = 50%*A	Proposed state support to TAPF	5.37	3.46	3.53	7.77
D = 100%*B	Proposed Central Support to TAPF		2.48	3.71	
E	Grains(Rice) from FCI		100 gms	150 gms	
F= (C+D+E)	Proposal of TAPF	5.37	5.94+100gms rice	7.24+150gms rice	7.77

(8) **Supply of Food grains**

The First Party shall make arrangement for delivery of food grains from the Food Corporation of India godown to the Centralized Kitchen / Authorized godown on the basis of allotted number of children and working days of each month for I Std to VIII Std. The Second Party shall procure at their own cost good quality food grains required for pre-primary and IX Std to XII Std from the open market.

(9) **Monthly Report / Bill**

(9.1) An amount equivalent to 90% of the cost of feeding shall be extended as advance by the First Party to the credit of the Second Party to meet the feeding cost for the first month of operation. For the subsequent months, the actual cost of feeding of the preceding month will be extended as advance. The Second Party shall furnish a fortnightly report to the First Party on lifting and utilization of food grains and number of children covered for onward transmission to the Government of Puducherry. The Second Party will also submit the duly verified bills by seventh of the succeeding month. The First Party will ensure settlement within two weeks upon receipt of duly verified bill from the Second Party.

(9.2) This program is being run in Public Private Partnership incorporating Charitable Component. Since this program is being run on charitable basis, bill amount released under this MOU and the free grains provided under this MOU are treated as subsidies and do not attract any GST/any Tax liability.

(9.3) Electricity and Water Charges shall be borne by the First party. Solid Waste generated in the kitchen shall be arranged to be removed by the First Party, at its own cost.

(10) **Monitoring :**

(10.1) **By Authority-** Designated Authorities from the Department of Health / Food and Drugs / Officers of the First Party / 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.

The First Party shall get the samples tested from any reputed laboratory regarding requisite calories and protein content at its own cost at regular intervals.

(10.2) **By Community** - The members of the School Management Committee and the Parent Teacher Association shall also have the privilege to check the quality, temperature and quantity of the supplied meal.

(10.3) **By Technology** - The Second Party before the commencement of the operation shall install IP enabled CCTV cameras with appropriate recording backup and maintain them in good working condition at all times. The Second Party shall provide access to CCTV footage on real time basis to the First Party to monitor and review with a provision of minimum two weeks data.

(11) **Other issues :**

(11.1) The Second Party shall not entrust / sub contract the Mid Day Meal supply or divert any part of the assistance (food grains/funds) to any other Organization/ agency.

(11.2) The First Party shall be at liberty to add / alter any of the condition for supply of cooked meal at any time during the MOU period as per the need / requirement for any day. However, these conditions shall not be unreasonable and too onerous for Second Party and the Second Party shall be consulted before implementing any change.

(11.3) The ownership of the land and the Central Kitchen [Total Area=4200 Sq m] shall continue to vest with the First Party as existing, as well as, if expanded in future. The Second Party will have permission to use the premises and renovate the central kitchen and install state of the art equipments for cooking till the expiry of this MoU. The ownership of any new equipments installed by the Second Party at the Kitchen building at Lawspet, shall be with the Second Party only. For the assets acquired by the Second Party from its own resources or through specific donations, the ownership would lie with the Second party only. As and when the Second Party closes its operation or called upon to do so, then the immovable properties would be handed over to the First Party free of encumbrance and without any demur. The Second Party may be compensated by the First Party for any immovable property constructed by the Second Party and handed over to the First Party at a consideration of the Gross Value of such assets as reduced by the depreciation as computed based on the guidelines of PWD, Puducherry/CPWD on the subject.

(11.4) The Second Party has to man and maintain the kitchen at their own cost. The First Party neither will be responsible nor liable for any claims or liabilities of any nature whatsoever arising from manpower employed by the Second Party of any status and nature or arising out of or in the course of operation of the central kitchen.

(11.5) The responsibility of procuring the groceries, ingredients and vegetables required for preparation of Mid Day Meal vests with the Second Party.

(11.6) The Second Party to bear the cost of fuel and labour charges towards the running of the central kitchen from the agreed grants from the First Party as



mentioned in Table 7.2 and from the donations raised by the Second Party. No separate funds would be given by the First party to the Second Party for this expenditure in addition to the funds mentioned in Table 7.2.

(11.7) That, in case of breach of any of the terms and conditions of the MOU mentioned herein above, the First Party shall have right to cancel the above MOU. However, the extreme decision of cancellation shall be taken after giving Sixty (60) days prior notice to the Second Party and when Second Party fails to remedy the breach committed within such sixty (60) days.

(12) **Annual Audit Report :**

The Second Party shall furnish an Annual Audit Report alongwith audited statement of accounts, in terms of all grants received from the First Party, donations received in the name of Mid Day Meal Scheme, both in cash and kind, duly certified by an authorized registered Chartered Accountant.

(13) **Exist Clause :**

(13.1) That in the event, the Second Party desires to stop the supply of the Mid Day Meal for any reason, it shall give three (3) months prior notice in writing to the First Party, failing which the Second Party shall be liable for penalties as decided by the First Party.

(13.2) The First Party shall be at liberty to modify or terminate this MOU at any time during the contract period by giving sixty (60) days prior notice.

(14) **Food during Natural Calamities**

In the event of natural calamities, the Second Party shall with the support of the First Party, utilize its facilities to serve food to the victims. The expenditure for the same shall be borne by the First Party.

(15) **Arbitration**

That all disputes and differences arising out or any way touching this MOU shall be settled through the sole Arbitrator who shall be appointed by the Government , whose decision shall be the final and will be observed by the First Party and will be binding on the Second Party. Both the parties hereto, in equal shares shall bear the cost of Arbitration.

(16) **Force Majeure**

(16.1) Notwithstanding the provision under Clauses 5.1, 5.2, 6.4 and 6.5, the Second Party shall not be liable for any loss and action for default if and to the extent that its failure to perform its obligations under this Memorandum of Understanding is the result of an event of " Force Majeure."



(16.2) "Force Majeure" means an event beyond the control of the Second Party and not involving the Second Party's fault or negligence and not foreseeable. Such events may include but are not limited to, acts of the First Party either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.


(16.3) If a force Majeure situation arises, the second party shall promptly notify the First Party in writing of such conditions and the cause thereof. Unless otherwise directed by the First party in writing, the Second Party shall continue to perform its obligations under the Memorandum of Understanding as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.


(16.4) If a force Majeure situation arises and when the First Party fails to ensure, settlement within two weeks, upon receipt of duly verified bills from the Second Party, the Second Party shall not claim for damages and interest, thereupon. Utmost effort shall be taken by the First Party to settle the bill at the earliest.

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

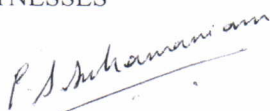
IN WITNESS, WHEREOF, the parties hereto, have set their respective hands to this indenture of this MOU on the date, month and year first above written.

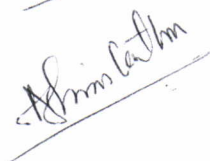
WITNESSES

(1) 
L. KUMAR
Director of School Education
Puducherry.

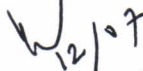
(2) 
**DY. DIRECTOR (ADULT EDN),
MIDDAY MEAL SCHEME
PUDUCHERRY**

WITNESSES

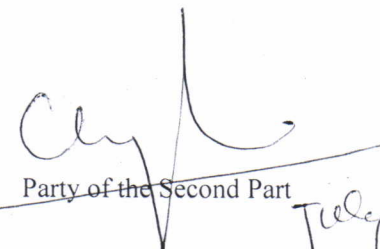
(1) 

(2) 

Party of the First Part


A. ANBARASU, IAS,
Secretary to Govt.
(Education)
Chief Secretariat
Puducherry

Party of the Second Part


July 12, 2018


SCHEDULE – I

Total No. of Schools, Puducherry region

Government Primary Schools	151
Government Middle Schools	33
Government High Schools	44
Government Higher Secondary Schools	44
Government Aided Schools	20
Total	292

List of Government Aided Schools

Sl. No	Name of the School
1	St. Sebastine Primary School, T.V. Nagar, Puducherry
2	St. Dominic Savio Middle School, Thattanchavady, Puducherry
3	St. Louis De Gonzague High School, Ambour Salai, Puducherry
4	St. Anns High School, Puducherry
5	Jayarani High School, Puducherry
6	St. Francis Assisi High School, Puducherry
7	Immaculate Heart of Mary High School, Nellithope, Puducherry
8	St. Joseph High School, Puducherry
9	Immaculate High School, Reddiarpalayam
10	Sacred Heart of Jesus High School, Puducherry
11	St. Antony High School, Puducherry
12	Immaculate Heart of Mary High School, Ariyankuppam, Puducherry
13	Deepaoli High School, Thottamanatham
14	Immaculate Heart of Mary High School, Villanur, Puducherry
15	Our Lady Lourdes Boys High School, Villianur, Puducherry
16	PONCOS Government Aided High School, L.R. Palayam, Puducherry
17	Sri Hindocha Higher Secondary School, Ariyur, Puducherry
18	Fathima Higher Secondary School, Puducherry
19	Societe Prog. Higher Secondary School, Puducherry
20	St. Mathias Higher Secondary School, Uppalam, Puducherry.





SCHEDULE-II

MID-DAY MEAL IN PUDUCHERRY	
DAY	PROPOSED MENU
Monday	Rice, Sambar, Seasonal Vegetable Poriyal, Sundal (Boiled Channa)
Tuesday	Tamarind Rice, Seasonal Vegetable Poriyal, Sweet Pongal, Curd
Wednesday	Vegetable Pulav, Curd, Dhal Payasam
Thursday	Rice, Sambhar, Seasonal Vegetable Poriyal
Friday	Tomato Rice, Seasonal Vegetable Poriyal, Sweet Pongal, Curd
Saturday	In case Saturday happens to be a working day, Wednesday's menu will be adopted.

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