

# The Odisha Gazette

EXTRAORDINARY  
PUBLISHED BY AUTHORITY

---

No. 269, CUTTACK, FRIDAY, FEBRUARY 5, 2016/ MAGHA 16, 1937

---

## SCHOOL & MASS EDUCATION DEPARTMENT

### CORRIGENDUM

The 1st February, 2016

No. 2386–SME-MISC-MISC4-0005/2015/SME.— Centralised Kitchen Policy under Mid Day Meal programme has already been notified vide Notification No.13271/SME., dated the 30th June, 2015 which envisages prerequisite qualifications for a central kitchen. With a view to facilitating small charitable organization, SHGs, SHG federations and other social entrepreneurs to participate in MDM management and to lessen and burden of the teachers some criteria are felt to be relaxed. Hence, Govt. after careful consideration have been pleased to amend the rule (3) & (4) of above notification in the following manner:—

### **3. Pre-requisites for a Central Kitchen:**

Interested Centralized Kitchen Agencies intending to undertake Mid Day Meal service in more than 10 schools in a cluster shall have the following pre-requisite qualifications.

#### **3.1. Legal Status:**

- (i) The voluntary agency, any social entrepreneur, charitable organization, society, SHG or SHG federation interested in centralized community kitchen should have a good performance track records and should not have been black listed or barred by Court of law.
- (ii) The above organizations shall produce valid license under FSSAI within one year of operation of Centralized Kitchen.
- (iii) The Centralized Kitchen Agencies should have a properly constituted Managing or Governing Body with its powers and duties clearly defined in its constitution.

#### **3.2. Financial Viability:**

- (i) Financial and logistic capacity to supply the Mid Day Meal on the requisite scale.
- (ii) It will furnish an Annual Report along with audited statement or others both in cash and kind, duly certified by an approved Chartered Accountant to the body assigning the work to it.

- (iii) The Organization shall not entrust/ sub-contract the programme or divert any part of the assistance (food grains/money) to any other Organization/agency.
- (iv) All accounts, stock and registers maintained by the Organization shall be opened for inspection by Officers appointed by the State Government.

### **3.3. Technical Expertise:**

The Organization should have staff with knowledge of cooking for a mass

### **3.4. Experience:**

Experience in relevant field of cooking will be preferred

### **3.5. Location of Central Kitchen:**

It shall be located in such a way that distance and time shall not be obstacle in providing hot cooked meal for the children at the school level. However, the service area is mandatory for urban area only.

### **3.6. Procurement and Logistic:**

- (i) The voluntary Organization must have must have or hire adequate number of transport vehicles for transportation of MDM raw materials and hot cooked food.
- (ii) The Organization should have sufficient utensils or vessels for distribution of hot cooked food.

### **3.7. Assets and Infrastructure:**

Commitment to return to the State Government any permanent/ semi permanent assets acquired by the Organisation from the grants/support received under the programme, once the organization ceases to undertake the Mid Day Meal work.

Any other pre-requisites as decided by the State from time to time.

## **4. Performance Evaluation:**

- (i) An agreement (through MoU) between the Centralized Kitchen Agencies and the District Administration responsible for engaging the Centralized Kitchen Agencies shall be signed (**Annexed**). MoU will define the liabilities of agency and the consequence of non performance of contract. It should also include a stringent mechanism to check and supervise the quality and quantity of meal supplied by the Centralized Kitchen Agencies to the children.
- (ii) The performance of such Centralized Kitchen Agencies engaged in serving MDM to children should be assessed every two years through a credible system of evaluation. Renewal of MoU with the Centralized Kitchen Agencies for two years should depend on its performance being found satisfactory.

- (iii) Every year there shall be performance audit and quality supervision bi-annually of Central Kitchen Agency by any third party or internal mechanism of Department. But the Department shall seek the performance report of the Centralized Kitchen Agency from the District Administration based on which the renewal will be considered.
  - (iv) Fresh selection of Central Kitchen Agencies shall be made by the committee constituted for the purpose which will be finalized obtaining approval of State level Steering-*cum*-Monitoring Committee headed by Chief Secretary.
  - (v) The renewal can be made by the Commissioner-*cum*-Secretary of the Department based on the satisfactory performance report of the District Collectors and the monitoring by the Department/Directorate.
  - (vi) There shall be bank guarantee of Rs. 1.00 lakh (one lakh) towards security upto 10 thousand children covered by the Central Kitchen Agency. Any agency serving to children more than 10,000 shall deposit additional bank guarantee of Rs.10,000/- (Ten thousand) for every additional coverage upto one thousand children.
  - (vii) The Central Kitchen Agency shall abide by the menu prescribed by the Government.
  - (viii) As regards, the existing Central Kitchen Agencies i.e. Akshaya Patra Foundation Trust and Manna Trust which have been working for last more than 8 years shall continue as such to serve Mid Day Meal whose renewal of Agreement bi-annually shall be made at the level of Commissioner-*cum*-Secretary as per the proposed agreement format based on the satisfactory performance of District Collectors.
  - (ix) If any PRIs/WSHG/SHG Federations/Youth Clubs selected or nominated by District Administration is entrusted to take up the cluster of the schools less than 10, then the District Level Steering-*cum*-Monitoring Committee headed by Collector can pass a Resolution to that effect and send the proposal to the Department for approval in the State Level Steering-*cum*-Monitoring Committee.
5. This will come to effect from the date of issue of this Notification.

RANJANA CHOPRA

Commissioner-*cum*-Secretary to Government

## AGREEMENT

**THIS AGREEMENT** made on date..... Month .....year .between the Collector,----- (herein after called the First Party which expression shall, unless excluded by or repugnant to the subject or context, include his/her successors in office and assignees) of the one part.

### AND

**M/s. ----- (herein after called the Second Party**which expression shall, unless excluded by or repugnant to the subject or context, include its heirs, executors administrators and assignees) of the other part.

### NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER

1. The First Party appoints M/S ----- to supply Mid Day Meal to about ----- Schools or No. of schools as revised from time to time in Government/ Government Aided Schools of ----- district on the terms and condition set forth in the agreement. The performance of the Second Party shall be reviewed every two years at the State Level and decision taken based upon the report to be received from the District.
2. The Second Party agrees to supply mid day meal to about --- schools or No. of schools as revised from time to time in Government/Govt. Aided Schools of ----- --- District. The Number of children may change from time to time which will be intimated by the First Party to the Second Party.
3. The Mid Day Meal provided by the Second Party should be wholesome, nutritious meal containing a minimum of 493.6 calories and 13.8 grams of protein consisting of Dal with Vegetables & Rice (minimum two items) on every working day to the students studying in Class I -V and minimum of 728.67 calories and 20.5 grams of protein consisting of Dal with Vegetables & Rice (minimum two items) on every working day to the students studying in Class VI-VIII or as decided by First Party from time to time. There shall be no discrimination on the basis of religion, caste and creed in providing cooked meal to eligible school children. The Second Party will provide Veg/non-veg/both type meals. The food given by 2nd party shall contain the necessary calorific value more than mentioned in NP-NSPE, 2006 GUIDELINES of MHRD, Government of India.

4. The First party or its designated authority shall transfer the grains like rice received by it from the Central Government under Mid-Day-Meal Scheme to the Second Party calculated as 100/150gms per child per day (as per the norms of the Scheme) for the working school days as per the school calendar of the School and Mass Education Department.
5. The First Party or its designated authority will provide subsidy per student per feeding day @ Rs. 4.21 for Primary students and Rs.6.29 for Upper Primary students as per the Scheme norm from time to time to the Second Party. However, the First Party or its designated authority will provide the revised subsidy fixed by Government from time to time. The honorarium of cooks-*cum*-helpers of the concerned schools shall be paid by the First Party. The cooks-*cum*-helpers engaged in the schools are to be retained for serving meals and cleaning utensils.
6. The 2nd party will collect the information regarding the number of meals to be supplied for a particular day, two days in advance from the concerned Headmaster/ Head of the Institution of the School, to prevent wastage.
7. The hot cooked meal shall be made available to the school by the Second Party in time, so that the children can take the mid day meal between 1.00 P.M to 1.30 P.M. on Saturday it should be preferably before 9.30 A.M. In case of any problem/difficulty on the routes, the Block Nodal Officer (BEO), Mid Day Meal is to be intimated and the matter to be resolved mutually.
8. The Second Party shall arrange a good number of transporting vessels for supply of mid day meal and leave the container with the Mid Day Meal with hot condition and will receive empty container in the next day.
9. The first party shall provide MDM rice and cooking cost for two months in advance to the Second Party. On receipt of utilization the account shall be reconciled on regular basis.
10. Expenses incurred in preparing and transporting the meal will be borne by the 2nd Party.
11. Construction of Kitchen, storage room, logistic arrangement, Cooking, transportation of cooked food shall be the responsibility of Second Party.
12. The Head Master of the school/ SMC/delegated official of the first party shall receive the hot cooked meal from the Second Party for service to the children.
13. Service of Mid-Day-Meal during school holidays, if required, will be informed well in advance to the Second Party by the First party or the District Nodal Officer (DEO).

14. The serving of the food and cleaning of the area shall be arranged by the First Party.
15. The transportation of MDM rice from Food Corporation of India to the kitchen of Second Party shall be the responsibility of the Officer designated by the, First party.
16. The First Party shall render acknowledgement from Second Party of receipt of MDM through Head Master or MDM in-charge of the school and such acknowledgement shall be a part of the record of the school and the Second Party also.
17. The Second Party shall furnish a monthly report on utilization of food grains, number of schools and children covered to the DEO for onward transmission to the First Party in the proforma prescribed from time to time.
18. The Second Party shall furnish Annual Report and audited statement duly certified by an approved Chartered Accountant to the First Party.
19. The Second Party shall adhere to the menu prescribed by the First Party from time to time.
20. There shall be minimum bank guarantee of Rs.1.00 Lakh towards security up to 10,000 children covered by the Central Kitchen Agency. Any agency serving to children more than 10,000 shall deposit additional bank guarantee of Rs.10,000/- for every additional coverage up to 1,000 children.
21. The Second Party shall not entrust / sublet the programme or divert any part of the assistance (food grains and funds) to any individual, organization or agency.
22. When the First party has reason to believe that the supply of mid day meal is not being utilized for the desired purpose, the same may be stopped, and the assistance provided earlier in shape of infrastructure, ration etc. shall be recovered.
23. The Second Party shall be open to inspection by officers of the Ministry of Human Resource Development, Government of India and the State Government and District Administration. The Central/State Government may nominate any person / Organization / agency to evaluate the progress / completion of the programme and the Second Party shall abide by any instruction / direction as may be issued by the Central Government/State Government regarding the implementation of Mid-Day-Meal Scheme.
24. The Second Party will remain liable for the quality, safety, hygiene of the kitchen and store room. It should have obtained requisite quality verification certificate from the competent authority.
25. Second Party shall obtain No Objection Certificate from Health Department/FSSAI/Municipal/N.A.C. Authorities to run their kitchen at the designated site within one year.

- 26.** The Second Party shall return the sale proceeds of gunny bags at the rate to be determined by the District Administration from time to time to the DEO with record for utilization of the same at schools covered under the Second Party towards contingency like hand wash, sanitation, repair maintenance and installation of Multi-Tap and Multi-Cap etc.
- 27.** The 1st Party or its designated authority can inspect the centralized kitchen of the Second Party at the time of cooking and distribution of meals to different schools at any time.
- 28.** The accounts of the Second Party shall be maintained properly and submitted as and when required. The MDM accounts of the Second Party shall be kept open for inspection by A.G, Government of India Officials and State Government Officials.
- 29.** That the Second Party will have proper godown for storing food grains so received from Food Corporation of India within the kitchen premises or within 500 meters (approx.) from the kitchen.
- 30.** 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.
- 31.** First Party shall have the right to change/modify any clause / provision of the agreement if it is satisfied that it is necessary to do so.
- 32.** In the event of termination of agreement, discontinuance of MDM programme, violation of the agreement, settlement of accounts and withdrawal of Second Party, the assets created out of the assistance/grants/ donation for this purpose received by the Second Party shall revert to the First Party.
- 33.** The Second Party shall maintain a stock register (in prescribed Pro forma attached to this Agreement) of all assets and food grains received out of the Government grants. Such grants/ assets shall not, without the prior permission of First Party be disposed of, encumbered or utilized for purposes other than for which the grant given. Should the Second Party cease to exist at anytime, such assets shall revert to the First Party
- 34.** Without prejudice to the generality of the agreement, the Second Party shall bear the loss or damage caused by sickness or death of any children due to food poisoning or any other similar or related effect after consumption of food supplied.
- 35.** Any of the parties may terminate this agreement by serving a notice of three months to the other party. The accounts between the parties will be settled and adjusted finally within the aforesaid period of three months.

- 36. This agreement can be terminated by the First Party before the expiry period without any notice in case the mid day meal scheme is closed by the Government of India.
- 37. In case of any dispute arises between the parties out of or in connection of the agreement, the same shall be referred to the Sole Arbitration of an arbitrator i.e. Commissioner-*cum*-Secretary to Government, School and Mass Education Department. The proceeding held by the arbitrator in making award will be in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator shall be final and binding on the parties.
- 38. The 2nd party shall abide by the provisions of National Food Security Act (NFSA)-2013 & Odisha MDM Rules there under.

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.

**PARTY OF THE SECOND PART**

1.

2.



A.

Rice	OB from previous month.	Stock received (procured during the month).	Total	Stock issued for preparation of meal.	Balance	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

B.

Funds brought forward from previous month.	Funds received during the month.	Total	Expenditure incurred during the month.	Balance	Remarks
(1)	(2)	(3)	(4)	(5)	(6)

**PARTY OF THE FIRST PART****PARTY OF THE SECOND PART**

