

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AH 424154

AGREEMENT MADE THIS DAY the 29<sup>th</sup> JUNE 2023

By and Between

Dr. B. C. Roy Engineering College, Durgapur [Society], Registered under Act XXVI of 1961, bearing Registration No. S/93521 of 1998-99, having its Office at "Management House", Dr. B. C. Roy Engineering College Campus, Jemua Road, Fuljhore, Durgapur - 713 206 and represented by the Sri Tarun Bhattacharya, General Secretary of the Society (Hereinafter named "THE COLLEGE") .....(first Party)

AND

M/s RASANA, Holding No. N/32.8. BIJOY JYOTI APARTMENT, SUKANTA PALLY, MAMRA, DURGAPUR, PASCHIM BARDHAMAN, WEST BENGAL - 713 206 and represented by SRI ALOKE KUMAR DEY, Proprietor (HEREINAFTER Named the CONTRACTOR)" .....(Second Party)

" ..... Whereas THE COLLEGE is interested in Outsourcing Catering Services in respect of the two Girls' Hostel located within the premises of Dr. B. C. Roy Engineering College, Durgapur, namely Mother Teresa Hall of Residence for Girls, and Sister Nivedita Girls' Hostel."

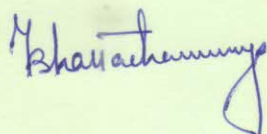
" ..... And whereas The Contractor is desirous of carrying out the aforesaid business for supplying prepared Meals for the Girl Student Boarders at the aforesaid Hostels on the following broad terms and conditions, mutually agreed upon."

*M. Bhattacharya*



#### **BROAD TERMS AND CONDITIONS:**

1. The Caterers must be in possession of Valid Licences for commencement of Business as Food Business Operator issued by the Department of Health and Family Welfare, Government of West Bengal and conforming to FSSAI requirements.
2. Valid Certificate of Enlistment from the Durgapur Municipal Corporation and/or Gram Panchayat for commencement of Trade.
3. PF Registration Certificate/ESI registration Code/ WB Shops and Establishment Registration Certificate for commencement of Business/PAN Number.
4. Must adhere to The Food Safety and Standards Act, 2006, which inter-alia mandates:
  - (i) As a food business operator, it is the responsibility of the Operator to ensure that no food articles, preservatives, additives shall be used which is considered "unsafe", "sub-standard", "misbranded" or "adulterated".
  - (ii) The Operator shall furnish in writing a guarantee that no unsafe ingredients have been used in the preparation of food items; and ensure that the purchase of raw materials like spices, oil, milk, meat and other edibles are against Cash Memo/ Invoices.
  - (iii) The food operator shall not employ any person suffering from infectious or contagious diseases.
  - (iv) The Caterer shall be liable for negligence in the use of ingredients/preparation and service of food to the students that may result in sickness and eventual hospitalization of the student-consumer. Adequate penalty, including hospitalization charges, may be imposed by the College Authorities for such negligence.
  - (v) Each Hostel has been provided with food preparation area/ washing bays, and preparation of food for the Hostel Boarders must be made at the specific location.
  - (vi) Food preparation area(s) must be kept clean and dirt - and - soot free. Prepared Meals must always be kept under cover to prevent Vector - borne diseases. Maintaining cleanliness of the Food preparation area shall be the Contractor's responsibility.
  - (vii) Mechanisation of food preparation must be ensured to the extent possible - Roti - making Machines, Vegetable peelers and Grinders must be utilized. Perishable Raw Materials must be stored in refrigerated condition.
  - (viii) LPG Burners must be utilised so that the area is smoke- free. No firewood is permitted.
  - (ix) Left - over food articles must not be served to the student - boarders under any circumstances.
  - (x) Adequate man - power must be deployed for preparation of food at the allotted locations, and for serving of food to student - boarders. Lack of man - power deployment may result in delays to food services and consequent late reporting by students for academic activities.





- (xi) The College Authorities may inspect the prepared food through designated officials and have the food analysed by responsible authorities.
- (xii) The Caterers must adhere to statutory obligations regarding admissibility of minimum wages as specified by the Labour Commissioner, Government of West Bengal and extend facilities of ESI and/or PF regulations as per the directives of the Government (State or Central) from time to time.
- (xiii) Taxes, if any at the applicable rate in this connection, shall be borne by the College authorities.
- (xiv) Food shall be only served in the dining area, and no room services shall be encouraged or allowed. Food shall not be served to any outsiders, unless otherwise advised by the College Authorities. The Security personnel deployed at the Hostels are at liberty to prevent unauthorised entry.
- (xv) Meal timings/ Breakfast timings shall be adhered to, and no sub-contracting any part of this Contract, shall be permitted.
- (xvi) Room for Food preparation, washing bays, water and electricity shall be provided by the College. No additional space can be provided.
- (xvii) If the Caterer resorts to storage and dispensing of alcoholic/narcotic substances to student - boarders at any of the storage points, this Contract shall be summarily terminated and appropriate action, deemed fit will be taken against the errant Caterer, including reporting to law enforcing agencies.
- (xviii) *The Caterer must notify periodically (after every fifteen days ) of student - boarders who are remaining absent and not consuming food at the Hostels, and their food shall not be prepared to minimise wastages. If the student - boarder subsequently returns to the Hostel, the Campus Administrator, or his Deputy/Hostel Superintendents/Wardens shall notify the Caterers to resume their Meal Services.*
- (xix) Minor repairs/maintenance shall be the responsibility of the Caterer. College Authorities shall only undertake major repairs/ re-modification jobs, as needed.
- (xx) *Since the collection made from Students' boarders is limited to eleven (11) months in an academic year, the accrued payments to the Caterers can never exceed day equivalent of eleven months.*

*M. Bhattacharya*

(xxi) *If the Colleges remain closed for more than thirty days during the Contract period, the Caterers are entitled to prorate payments at the rate of 60 % of the per diem rate in excess of thirty days to offset labour wages and other incidental payments made by the Contractor.*

(xxii) This Contract shall be valid for one year from 1<sup>st</sup> July, 2023 until 30<sup>th</sup> June, 2024 and may be renewed on grounds of satisfactory performance thereafter.

(xxiii) The Contractor must provide ESI and PF Number to the Accounts Section for settlement of bills.

#### MENU CALENDAR :

The CONTRACTOR may prepare a day- wise Menu Calendar in consultation with the Campus Administrator, Hostel Superintendents and Student- Boarder representatives at the Hostels before commencement of Semester. The Menu Calendar so drawn shall be in vogue for at least one calendar month.

#### Quantity of basic items of food per student boarder for major meals like Lunch and Dinner shall be as follows:

1. Cooked Rice – 100 gms. Second helping, if needed by any student, shall be 40 grams.
2. Biscuits – 2 per student for the Morning Tea. Biscuits provided must be FSSAI approved quality.
3. Bhaji – 50 – 60 grams.
4. One Sabji with seasonal vegetables – 100 gms per student – boarder.
5. Fish - 80 grams, two days of the week.
6. Dal (Moong/Musur/Arhar variety) -50 grams
7. Mutton/ Chicken – 100 grams per student – boarder – four days/week.
8. Egg curry – at least two eggs/per boarder, one day of the week for Lunch/dinner.
9. For vegetarian boarders – Paneer at least 40 grams per student; Cauliflower/ Cabbage /Rajmah / Dhoka / Peas Curry– 75 grams per student.
10. Papad/ Chutney/ Pickles – Common for all.
11. Breakfast – to consist of four slices of Bread with butter/jam and omelette (or boiled/fried eggs) or Puri/ Sabji and sweets, Chapati/Sabji and sweets/seasonal fruits.
12. Evening Snacks – Idli/ Dosa/ Samosa / Bread (Butter or Jam)/Sweets and tea.

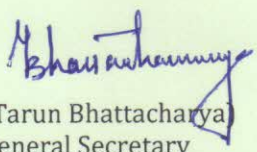
#### INCLUSIVE MEAL RATES PER DAY PER BOARDER:

Girls' Hostel – Mother Teresa and Sister Nivedita at BCREC Campus	Rs.121.00 (present rate)	Enhanced Rate Rs. 127.05 (rounded off to lower Rupee ) to Rs.127.00.
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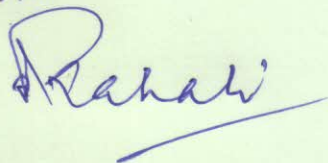
*M. Bhattacharya*

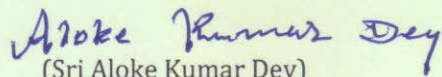


VALIDITY OF THE CONTRACT: Effective 1<sup>st</sup> day of July, 2023 to 30<sup>th</sup> June, 2024 (both days inclusive).

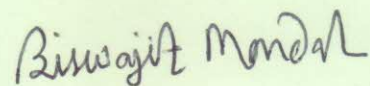
  
(Tarun Bhattacharya)  
General Secretary  
Dr. B. C. Roy Engineering College, Durgapur.  
Tarun Bhattacharya  
General Secretary  
Dr. B. C. Roy Engineering College  
Durgapur

Witness 1



  
(Sri Alope Kumar Dey)  
PROPRIETOR/CONTRACTOR  
M/s RASANA

Witness 2



AGREEMENT MADE THIS DAY the ----- 2023