



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AP 977157

AGREEMENT MADE THIS DAY the 1st AUGUST, 2024

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 - 713206 and represented by Sri. Tarun Bhattacharya, General Secretary of the Society (Hereinafter named "THE COLLEGE")..... (First Party)

AND

M/s ANUSTHAN, Rabindra Sarani, Benachity, Durgapur, under jurisdiction of Durgapur Municipal Corporation, Durgapur - 713213 and represented by Sri. Indranil Mukherjee, (Proprietor), resident of House no. 9/28, Hostel Avenue, A-Zone, Durgapur - 713204, West Bardhaman, West Bengal, Pin - 713204 (Hereinafter named "THE CONTRACTOR").....(Second Party)

"Whereas THE COLLEGE is interested in outsourcing Catering services in respect of the two Boy's Hostel located within the premises of Dr. B.C. Roy Engineering College, Durgapur, namely Chittaranjan Boy's Hostel and Satyen Bose Hall of Residence for Boys Hostel".

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

Bhattacharya

BROAD TERMS AND CONDITIONS:

1. The Caterer must be in possession of valid licenses for commencement of business as Food Business Operator issued by the Department of Health and Family Welfare, Govt. 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:
 - a) 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".
 - b) 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.
 - c) The food Operator shall not employ any person suffering from infectious diseases.
 - d) 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. Adequate penalty, including hospitalization charges may be imposed by the College Authorities for such negligence.
 - e) Each Hostel has been provided with food preparation area/washing bays and preparation of food for Hostel Boarders must be made at specific location.
 - f) Food preparation areas 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.
 - g) 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.
 - h) LPG Burners must be used so that the area is smoke free. No firewood is permitted.
 - i) Left over food articles must not be served to the student boarders under any circumstances.
 - j) Adequate manpower must be deployed for preparation of food at the allotted locations and for serving of food to the student boarders. Lack of manpower deployment may result in delay to food services and consequent late reporting by students for academic activities.
 - k) The College Authorities may inspect the prepared food through designated officials and have the food analyzed by responsible authorities.
 - l) The Caterer must adhere to Statutory obligation regarding admissibility of minimum wages as specified by the Labour Commissioner, Govt. of West Bengal and extend facilities of ESI and /or PF Regulations as per the directives of the Government (State/Central) from time to time.
 - m) The Caterer must submit the statement on periodic payments made to ESI as per legal requirement to the College Authorities along with the bills for settlement.
 - n) GST at the rate of 5% in this connection shall be absorbed by the College Authorities.

Bhattacharya

Subrat Mukherjee

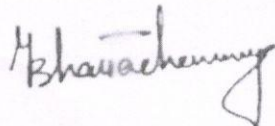
- o) Food shall only be served in the dining area and no room services shall be encouraged or allowed. Food shall not be served to any outsiders, unless otherwise advised by the College Authorities. The Security personnel deployed at the Hostels are at liberty to prevent unauthorized entry.
- p) Meal/Breakfast timings shall be adhered to and no sub – contracting any part of this Contract shall be permitted.
- q) Room for food preparation, washing bays, water and electricity shall be provided by the College. No additional space shall be provided for the same.
- r) 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 to reporting to law enforcing agencies.
- s) **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 minimize wastages. If the student boarder subsequently returns to the Hostel, the Campus Administrator or his Deputy or Hostel Superintendents/Wardens shall notify the Caterer to resume their Meal services.**
- t) Minor repair/maintenance shall be the responsibility of the Caterer. College Authorities shall undertake major repairs/re modification works only, as needed.
- u) **Since the collection made from Student boarders is limited to 11 months in an academic year, the accrued payments to the Caterer can never exceed day equivalent of 11 months.**
- v) **If the College remain closed for more than 30 days during the Contract period, the Caterer is entitled to prorate payments at the rate of 60% of the per diem rate in excess of 30 days to offset labour wages and other incidental payments made by the Contractor.**
- w) This Contract shall be valid for one year from 1st August, 2024 until 31st July, 2025 and may be renewed on grounds of satisfactory performance thereafter.
- x) The Contractor must provide ESI and PF Number to the Accounts section for settlement of bills.

5. 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 grams. Second helping, if needed by any student shall be 40 grams.
2. Biscuit : 2 per student for Morning Tea. Biscuits provided must be FSSAI approved quality.
3. Bhaji : 50 – 60 grams.
4. One Sabji with seasonal vegetables : 100 grams per student boarder.
5. Fish : 80 grams, served twice a week.
6. Dal : 50 grams (Moong/Masoor/Arhar variety).



7. Mutton/Chicken : 100 grams per student boarder, served four days a week.
8. Egg curry : at least two eggs per boarder. served one day of the week either Lunch/Dinner.
9. For vegetarian Boarders : Paneer at least 40 grams per student; Cauliflower/Cabbage/ Rajma/Dhoka/Peas curry served 75 grams per student boarder.
10. Papad/Chutney/Pickle : common for all boarders.
11. Breakfast: consist 4 slices of bread with butter/jam and omlette (boiled/fried eggs) or Puri/Sabji and sweets, Chapati/Sabji and sweets/seasonal fruit.
12. Evening snacks : Idli/Dosa/Samosa/Bread with butter/jam/Sweets and tea.

6. INCLUSIVE MEAL RATE PER DAY PER BOARDER:

Name of Hostel	Present Rate	Enhanced Rate
Chittaranjan Boys Hostel & Satyen Bose Hall of Residence for Boys	Rupees 133.00	Rupees 138.00

Validity of the Contract : Effective 1st August, 2024 to 31st July, 2025 (both days inclusive).

Tarun Bhattacharya

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

Indranil Mukherjee

(Indranil Mukherjee)
Proprietor/ Contractor
M/sANUSTHAN

Witness 1 :

Alexe Khatoli

(ALEXE KHATOLI)

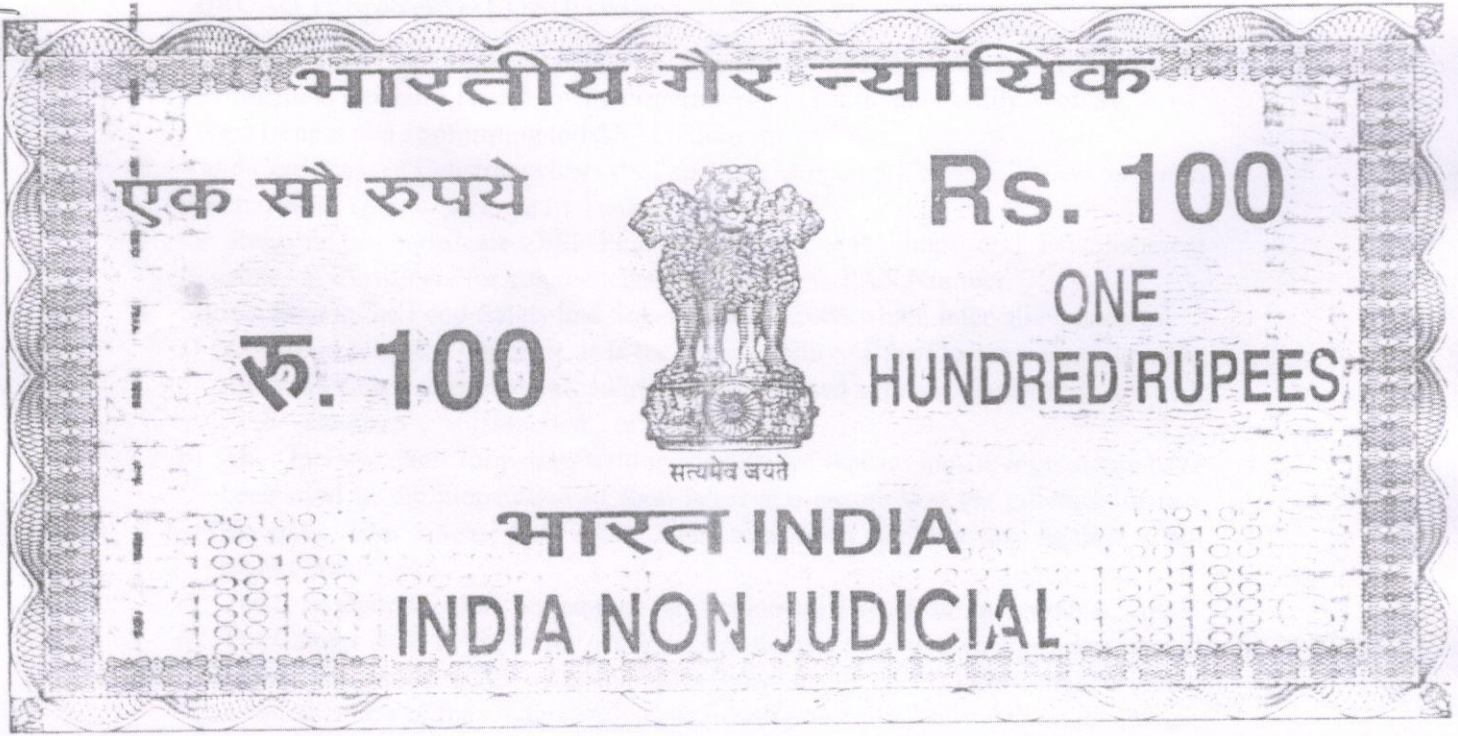
Head, Administration
Dr. B. C. Roy Engineering College

Witness 2 :

Sanjay Chatterjee

Sanjay

7318821969



भारतीय गैर न्यायिक

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Rs. 100

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सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AP 977186

AGREEMENT MADE THIS DAY the 1st AUGUST, 2024

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 – 713206 and represented by 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 – 713206 and represented by Sri. Alope Kumar Dey, Proprietor (Hereinafter named "THE CONTRACTOR").....(Second Party)

"Whereas THE COLLEGE is interested in outsourcing Catering services in respect of the two Girl's 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".

Bhattacharya

BROAD TERMS AND CONDITIONS:

1. The Caterer must be in possession of valid licenses for commencement of business as Food Business Operator issued by the Department of Health and Family Welfare, Govt. 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.
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M. Bhattacharya

Arjee Kumar Dey

17.11.2017

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M. Bhattacharya

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6. INCLUSIVE MEAL RATE PER DAY PER BOARDER:

Name of Hostel	Present Rate	Enhanced Rate
Mother Teresa Hall of Residence for Girls & Nivedita Girl's Hostel, at BCREC Campus	Rupees 127.00	Rupees 132.00

Validity of the Contract : Effective 1st August, 2024 to 31st July, 2025 (both days inclusive).

Tarun Bhattacharya

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

Witness 1 : *Sreeparna Bhattacharya*
Sr. Executive (Administration)
Dr. B.C. Roy Engineering College

Aloke Kumar Dey

(Sri. Alope Kumar Dey)
Proprietor/ Contractor
M/s RASANA

Witness 2 :

Rahali
(ALOKE RAHALI)
Head - Administration
Dr. B.C. Roy Engineering College.