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B2B SUPPORT SERVICES Purchased by

Article 5 Agreement or Memorandum of an agreement Description of Document

NA **Property Description** 0 Consideration Price (Rs.)

(Zero) **B2B SUPPORT SERVICES**

First Party NA Second Party

B2B SUPPORT SERVICES Stamp Duty Paid By

Stamp Duty Amount(Rs.)

(One Hundred only)



Please write or type below this line



LICENSE DEED

THIS LICENSE DEED MADE ON THE 12TH DAY OF MAY, 2025

BETWEEN

Swami Rama Himalayan University (SRHU), a University established under Section 2(f) of UGC Act and enacted vide Uttarakhand State Act, having its registered office at Swami Ram Nagar, Jolly Grant, Dehradun through its Registrar, Commander Challa Venkateswar (Retd.), hereinafter called 'Licenser/First Party'

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se inform the Competent Authority

AND

M/s B2B Support Services, Dehradun having its registered office at 12 D-3, Pragati Vihar, Nimbuwala, Garhi Cantt, Dehradun hereinafter called the "Licensee/Second Party" through its authorized person Mr. Vikas Upreti.

For providing in house laundry services to the Himalayan Hospital which is a teaching hospital of Licenser, on the terms & conditions contained hereunder.

The term and expression "Licensee/First Party" and "Licensee/Second Party" wherever used or occurring in the deed of License shall always, unless or by necessary implication and /or being contrary to the subject and context, mean and include heirs, successors, Administrators, assignee etc. in their respective offices.

(TERMS AND CONDITIONS)

- 1. That this license deed will remain valid for a period of **Five Year** i.e. from **04**th **April, 2025 to 3**rd **April, 2030** and can be renewed and/or a fresh deed be executed for further period on mutually agreed terms and conditions between both parties.
- 2. That if due to any reason the First Party does not renew the deed before its due date of expiry but services are continued to be availed by the First Party, the license will be deemed to have been renewed on the prevailing terms and conditions. This condition will however not be applicable in case where the First Party has not renewed the deed but has extended the same, in writing, for a specific period.
- 3. That the First Party agrees to provide space to the Second Party for providing laundry services to the First Party (hereinafter called "the Premises"). Details of the area, fitting & fixtures provided to the Second Party for the purpose of this License Deed are provided as highlighted area of Annexure-1 of this deed. The Second Party shall hand-over the above defined site and the fittings & fixtures in good working condition to the First Party at the time of termination of the deed. Fixtures, fitting, machines, equipment's etc. installed by the Second Party at the above defined premises shall be allowed by the First Party to be taken-away by the Second Party after clearance of all dues of the licenser.
- 4. That the First Party has agreed to provide the Premises to the Second Party at a monthly license fee of **Rs. 25,000/- (Rupees Twenty Five Thousand only).** In addition, GST and other statutory taxes already applicable and additional if applicable at a future date shall be paid by the Second Party. That the Second Party shall deposit the monthly license fee amount with the First Party by fifth of every month after deduction of TDS as applicable.
- 5. That the Second Party shall provide a deposit/bank guarantee of **Rs. 50,000/-** (**Rupees Fifty thousand only**) as performance security for due fulfillment of this deed to the First Party. The security amount shall be refundable, after deduction if any, on completion and/or subsequent to the termination of the deed. The Second Party shall not be entitled for any interest on the deposited security money or any other amount deposited with the First Party.
- 6. That either party may terminate the deed by giving two month advance notice. However, in case of gross violation by the Second Party of any of the terms and conditions contained in this

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- deed, First Party reserves the right to terminate the deed forthwith without assigning any reason thereof.
- 7. That the First Party shall provide space as defined above and required electric load
- 8. That the modification of the existing University owned laundry machines will be carried out by the Second Party at their own cost.
- 9. That purchase and installation of new machines, if any, will be at the cost of a Second Party.
- 10. That Electricity and water charges, as per actuals, as per govt. rates to be paid by the Second Party. Sub meter for the purpose shall be provided by the First Party.
- 11. That in case of power shut down, the Second Party shall make an alternative arrangement for its own power backup or shall ensure uninterrupted services from their alternate centers operational outside the campus.
- 12. That the Second Party shall cater for standard & quality washing, sanitizing, sponging, drying and pressing of the hospital clothes.
- 13. That the Second Party shall charge @p Rs. 7.25/- (plus taxes) per piece irrespective of size, for washing, spotting, sanitizing, drying and pressing of uniforms, bed & OT linen etc. washing, spotting, sanitizing, drying and pressing of masks will be free of cost.
- 14. That the Second Party shall charge for Blankets @ Rs. 7.25/- (plus taxes) per piece. Blankets treatment shall include normal washing process for sanitization and add on chemical, i.e. softener/conditioner, coax soft, to be used to strengthen fabric and to reduce friction during the laundry process. Johnson diversey range will be used by the Second Party for washing, spotting, sanitizing and softening of linen, except liquid bleach. No other chemical or detergent will be used without prior written approval of the First Party.
- 15. That the Second Party under no circumstances shall compromise with the quality of detergent/product/material etc. used in laundry services.
- 16. That in case of re-laundering of any items/clothes not laundered as per the satisfaction to the First Party, no charges will be paid to the Second Party for re-laundering.
- 17. That the above rates charged by Second Party are inclusive of cost of manpower, maintenance of machines, electricity & water charges, detergent, chemicals etc.
- 18. That the Second Party shall raise the invoice as per agreed rates on monthly basis for the clothes/items laundered during the month. The invoice with all the required annexures should be submitted *to* the Finance Department, through the office of the Chief Medical Superintendent of Himalayan Hospital, by 5th of every month and the payments will be made by the First Party within 15 days of submission of the invoice.
- 19. That the revision of rates will be reviewed in April every year.
- 20. That the Second Party shall return the laundered clothes/items within 24 hours of their receiving. However, clothes/items like OTs etc. required urgently shall be laundered in less than 24 hours by the Second Pany, as per requirements of the hospital.
- 21. That the Second Party shall pick up and drop the clothes/items once in day from the designated place.
- 22. That the Second Parry shall *take* utmost care for laundering the clothes/items and would be solely & fully responsible for any damage, destruction, tom out, color loss and theft. In case any damage, destruction, tom out, color loss and theft happens to the clothes/items of the First

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- Party, the First Party shall be entitled to charge adequate amount of compensation from the security of the Second Party for such loss.
- 23. That the First Party shall not be responsible for any loss or damage caused in running the laundry, neither financial nor infrastructural loss.
- 24. That the Second Party shall abide by the rules, terms & conditions laid down herein and such other rules and regulations as may be framed by the First Party from time to time on need base during the tenure of the deed.
- 25. That the First Party shall be entitled and free to impose penalty on the Second Party as decided by the First Party for non-compliance of any of the terms and conditions of this deed.
- 26. That the Second Party shall provide their services seven days a week at mutually agreed timings.
- 27. That the Second Party shall employ sufficient number of work force for providing smooth services at the premises to the satisfaction of the First Party.
- 28. That the Second Party shall ensure that its staff shall follow a uniform dress code at all times during the working hours inside the premises.
- 29. That the employees of the Second Party shall not be deemed to be the *employees* of the First Party for any purpose hence shall not be entitled to claim any salary, compensation or damages or anything whatsoever from the First Party.
- 30. That during the subsistence of this License Deed or on its early termination or expiry thereof, no right shall vest in or accrue to the personnel/workforce of Second Party to claim regularization/absorption in the services of First Party and/or to claim same/similar benefits, perks or facilities at par with the employees of the First Party.
- 31. That the Second Party shall ensure that none of the staff hired by them contacts any authorities of the First Party on any matters including matter relating to payment of the wages, statutory dues etc. as these shall be the sole responsibility of the Second Party.
- 32, That the Second Party shall ensure and be responsible for the personal hygiene, discipline and conduct of their staff hired for running the store at the premises.
- 33. That the Second Party shall be responsible for getting the antecedents of the person to be employed by them and submit a report containing the name, address, photograph and a proof of police verification to the First Party before their deployment in a format furnished by First Party.
- 34. That any change in manpower deployment, at any stage, shall not be permissible until a prior approval/permission of the authorized authority of First Party is obtained. The First Party may require the Second Party to dismiss or remove from the premises, any person or persons engaged by the Second Party upon the work who may be found incompetent or misconducts himself. The Second Party shall comply with all such requirement within 24 hours of such notice.
- 35. That the Second Party shall ensure and be responsible for the maintenance, hygiene and upkeep of the premises along with its adjacent space.
- 36. That the Second Party shall not make any alteration and/or carry out any civil work at the premises without a prior written permission of the First Party.

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- 37. That the Second Party shall be responsible for displaying at a prominent place at the premises important telephone numbers like Police Control Room, Fire Control and other important phone numbers to meet any eventuality.
- 38. That the Second Party shall be responsible for the maintenance and safety of moveable & immoveable property of the First Party.
- 39. That the Second Party shall ensure prevention of unauthorized entry of undesirable persons at the premises.
- 40. That the First Party or their representative (s) shall have exclusive rights to inspect, at any time, without prior information premises, material, maintenance and/or any other area/material, as deemed fit. by the First Party.
- 41. That the Second Party shall not sublet, assign or part with the services inside the premises to anyone and shall ensure that no other activity is carried out from the premises. Further, the Second Party shall be solely responsible to ensure compliance of all statutory norms & requirements regarding its activities/services in the Licensed Premises.
- 42. That the Second Party shall ensure strict prohibition on availability of any prohibited/illegal goods, including alcoholic/intoxicated/tobacco items in the premises and shall also ensure that none of its staff consume any alcoholic/intoxicated/tobacco items inside the premises and/or in the campus.
- 43. That any letter, notice or other communications under this License Deed shall be sent by Registered post/Courier to the Second Party at the address as mentioned in this License Deed or any other address last notified by it. The same shall amount to due service of such letter, notice on the Second Party.
- 44. That this License Deed represents the entire License Deed between the parties and supersedes all previous or other writing & understanding and further any modifications to this License Deed, if required Shall only be made in writing between the parties.
- 45. That various captions used in this License Deed are for the organizational purpose only and may not be used to interpret the provisions thereof. In case of any conflicts between the Captions and the Text, the Text shall prevail.
- 46. That the Second Party shall be responsible to comply with all the environmental standards regarding laundry services. It shall ensure proper treatment of effluents from the laundry.
- 47. That the Second Party shall be responsible to comply with all the safety norms including the fire safety norms as prescribed by the Statutory Authorities.
- 48. Penalty Clause, applicable in the Premises, for the Second Party:-
 - A. Rupees 10,000/- if any product used for laundry service found to be sub-standard.
 - B. Rupees 10,000/- if no fire extinguishers is found installed or the installed fire extinguishers are found defective/in-operable at any time during the tenure of the License Deed.
 - C. Rupees 10,000/- if hygienic conditions not maintained at all times.
 - D. Rupees 5,000/- in the case of misbehavior with employees of the Hospital/University.

E. Rupees 500/-16 Uniform Code of dressing is not followed.

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- F. Rupees 20,000/- along with a complaint to be lodged with the Police, if any staff member consumes or is found using consuming alcoholic drinks, drug, tobacco in any form.
- G. Rupees 5,000/- in case of any unauthorized person found staying in the premises.
- H. Rupees 5,000/- in case the approved time schedule is *not* followed.
- 1. Rupees 20,000/- in case of trading of restricted items viz. alcohol, drugs, cigarettes, tobacco etc.
- J. For any other acts/omissions not defined hereinabove, a suitable penalty shall be charged as per the discretion of SRHU management.

In case of repetition, the penalty amount shall be doubled, depending upon the gravity of the act or omission or any lapse by the Second Party beyond the third time the First Party shall reserve the right to impose further strict penalty up to the extent of termination of the License Deed forthwith without providing any opportunity to *the* Second Party.

- 49. That where any employee of the Second Party is found to be involved in any act of indiscipline, including but not limited to the provisions of clause 41 of this License Deed, outside the premises but within the campus of the First Party, the First Party shall be entitled to instruct for suspension/termination of such employee with immediate effect. The Second Party forthwith comply such instructions.
- 50. That the Second Party shall be exclusively liable for due observation and implementation of the statutory compliances & legal requirements under Labour and Factory laws as applicable under Factories Act, 1948, Wages Act, P.F./ESIC & Miscellaneous Provisions Act, Minimum Wages Act, Maternity Benefit Act, Contract Labour (Regulation & Abolition) Act, The Workmen's Compensation Act, Uttarakhand Labour Commissioner Gazette Notification/Uttarakhand Government orders and all applicable Government Liabilities & laws from time to time. Second Party shall ensure that worker will get the actual payment on monthly basis. Minimum Wage/VDA shall be given by the Second Patty as per the statutory requirement/Govt. order.
- 51. That the Second Party shall indemnify and keep indemnified the First Party against any claim on account of disability/death of any personnel caused while undertaking the obligations within the premises/campus of the First Party, which may be made under the Workmen Compensation Act, 1923 or any other Acts or Statutory Notifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any personnel of the Second Party or in Laws or Rules made there-under by any person, whether in the employment of the Second Party or not, who provides or undertakes the services at the premises of the First Party as provided hereinbefore at all times. Further, the Second Party shall indemnifies the First Party against all loss, damages, legal proceedings, claims, liabilities, expenses, payments or outgoings incurred by First Party arising directly or indirectly from:
 - a) Any breach of this License Deed by Second Party; &

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- Any act or omission of Second Party and its staff (including any negligence, unlawful conduct or willful conduct) relating to this License Deed or not-relating to this License Deed or arising as a consequence of the performance or nonperformance of License Deed.
- 52. That the Second Party shall be free to approach the authorities of SRHU in case of any grievance or dispute. The Second Party shall under no circumstances have the right to proceed through any legal proceeding of any kind on behalf of First Party or against the First Party.
- 53. That if any provision of this License Deed is held to be invalid or unenforceable to any extent, the remainder of this Deed shall not be affected and each provision of this Deed shall be valid and enforceable to the frailest extent permitted by law. Any invalid or unenforceable provision of this License Deed shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
- 54. Any dispute and/or difference arising out of/or relating to this deed, including interpretation of its terms, shall be resolved through joint discussion by the authorized representatives of both the parties. However, if the disputes are not resolved mutually, the same shall be resolved through arbitration appointed in accordance with the Arbitration and Conciliation Act, 1996. The venue of Arbitration Proceedings shall be at Dehradun. The decision of the Arbitrator shall be binding on both the parties.

55. All disputes are subject to the jurisdiction of courts at Dehradun, Uttarakhand.

IN WITNESS WHEREOF the parties hereto have executed.

FOR & ON BEHALF OF FIRST PARTY	FOR & ON BEHALF OF SECOND PARTY B2B SUPPORT SERVICES
Commander Challa Venkateswar (Retd.)	Sh. Vikas Upreti, Propriter
Register	S/o Sh. T. P. UPRETI
Swami Rama Himalayan University	Adhaar No.7.3.9911184892
Swami Rama Nagar, Jollygrant	M/s B2B Support Services
Dehradun	12, D-3, Pragati Vihar
	Nimbuwala, Garhi Cantt
	Dehradun
WITNESS:	
Production Name	Niwakar Ethildiyal
Name Prateck Dhyani	Name
S/o K. C. Dlyemi	Name Diwaka- Ghildryal S/o. C. S. C. Ghildryal
AADHAR No 4689	AADHAR No. 7662 830 4574

Date: 12.05.2025 Place: Dehradun