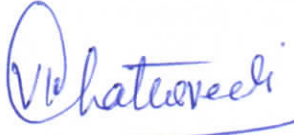


Rates of M/s B2B Support Services for next 05 Yrs.

Year	Pvt.		General	
	Current Rate	Revised Rate	Current Rate	Revised Rate
April 2024-April 2025	407.68	411.76	174.72	176.47
April 2025-April 2026		432.34		185.29
April 2026-April 2027		453.96		194.56
April 2027-April 2028		476.66		204.28
April 2028-April 2029		500.49		214.50

* 5% increase on yearly basis from 2nd year onwards.


9/4/2024



सत्यमेव जयते



IN-UK18591501849236W

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK18591501849236W
Certificate Issued Date	: 01-May-2024 11:09 AM
Account Reference	: NONACC (SV)/ uk1211204/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK121120443953682800329W
Purchased by	: B2B SUPPORT SERVICES
Description of Document	: Article Miscellaneous
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: B2B SUPPORT SERVICES
Second Party	: NA
Stamp Duty Paid By	: B2B SUPPORT SERVICES
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



CHAMAN SINGH
E-STAMP VENDOR
Civil Court, Dehradun
9997544850

Please write or type below this line

LICENSE DEED

THIS LICENCE DEED IS MADE ON THIS 01st DAY OF MAY, 2024

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 Dr. Mukesh Bijalwan, hereinafter called '**Licensor/First Party**'

AND

M/s B2B Support Services, having his registered office at 12 D-3, Pragati Vihar, Near Shiv Madir, Nimbuwala, Garhi Cantt, Dehradun through its partner

1. The authenticity of this Stamp certificate should be checked at www.e-stamp.com or using e-Stamp Mobile App of Stock Holding Corporation of India.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Mr. Vikas Upreti (herein after called "**Licensee/Second Party**") is being entered for providing Mess Services for IPD (In Patient Department) patients by the Second Party to the First Party on the-terms and Conditions contained hereunder.

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

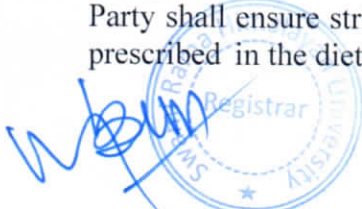
(TERMS AND CONDITIONS)

That this license deed shall be valid for a period of **05 (Five)** years i.e. from **06.04.2024** to **05.04.2029**. The deed may be renewed further on mutually agreed terms & conditions between both parties.

1. That where the deed is not renewed by the First Party, due to any reason, before its due date of expiry but it continues to avail the Mess Services even after the due date, the license shall be deemed to have been renewed on the prevailing terms & conditions till such period of the extension as may be confirmed and granted by the party of the First Part. The provision for the extension however shall not be applicable in case the First Party has issued the Notice for the determination of the License or restricted the License period on such conditions as may be imposed by the Party of the First Part.
2. That the deed can be terminated by either party by giving **One (01) month** notice. However, in case of gross violation by the 'Second Party' of any of the terms and conditions contained in this deed or even otherwise the 'First Party' reserves the right to terminate the deed forthwith without assigning any reason thereof
3. That the Second Party shall abide by the rules, terms and 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.
4. 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 as mentioned in **clause 52** of this deed.
5. That the First Party shall provide the Second Party a duly built proper and spacious space consisting of kitchen, store, office space with electrical fitting/fixtures, electricity connection. The details of the area of the space provided to the party of the second part for the purpose of this License Deed is provided as highlighted area of **Annexure-1** of this deed. The maintenance of above fitting/fixtures shall be the sole responsibility of the Second Party. The Second Party shall ensure compliance of statutory requirements of usage of commercial LPG. The Second Party shall handover the mess along with all above fitting/fixtures in good condition at the time of termination/expiry of the deed to the First Party. The assets provided under the license deed to the Second Party shall always remain under absolute title and ownership of the First party and are liable to be returned in perfect good condition on the expiry/determination/termination of this License Deed.



6. That the Second Party shall arrange by it own the Equipment's, Utensils Crockery, Cutlery etc. as required for the smooth functioning of an ideal kitchen and shall be responsible for service & maintenance of the same.
7. That the Second Party shall provide adequate quantity of quality meals to the Indoor Patients at their Wards at the mutually decided rates and services for which a bi-monthly bill shall be raised and submitted to the First Party.
8. That the midnight census figures/records of the hospital IPD patient's provided by the First Party shall form the basis of the bi-monthly mess services bill submitted by the Second Party.
9. That the First Party shall be entitled to check the quantity & inspect the quality of the food provided by the Second Party, check on hygiene of the kitchen and serving trolleys and obtain feedbacks on the patient satisfaction issues.
10. That the Second Party shall ensure that the materials being used in the preparation of food for Patients meets the quality specifications as provided in **Annexure II.**
11. That the First Party and its representatives shall have the unrestricted rights to check the quality/ approved specifications of food items, as per **Annexure II**, in the stores of the Second Party as well as during their usage at the kitchen at all times.
12. That the Second Party shall be responsible for pest control of kitchen and storage areas and shall be responsible for carrying out the supervision and coordination of the same.
13. That the Second Party shall ensure prompt action on the directives of the First Party and shall appoint a Coordinator and a Shift supervisor for coordinating the day to day operations of the mess. Such persons shall be provided with a mobile phone for effective communication.
14. That the Second Party shall be responsible for the police verification of all its employees and staff It shall also be responsible for any loss suffered by the First Party on account of negligence, vandalism or theft by its employees and staff and shall compensate the First Party for any loss suffered on this account.
15. That any change in the terms & conditions of this License deed shall be effected in writing between both the parties.
16. That the Second Party shall provide photo identity cards bearing photograph, address, mobile numbers etc. to its employees & staff and shall also ensure provision of a verified copy of their antecedents to the First Party.
17. That the Second Party shall provide uninterrupted and efficient mess Services to the First Party 24x7 throughout the duration of the License deed following the diet chart for the IPD patients provided by the dietician of the First Party except for the reasons attributable to the *force majeure* clause. The Second Party shall ensure strict adherence to schedule, quality, quantity & timings as prescribed in the diet chart.



18. That the Second Party shall be strictly prohibited from providing Tiffin Services to persons other than the indoor patients of the Hospital or such persons as may be authorized by the competent authority of the Party of the First Part.
19. That the Second Party shall observe the Mess timings as instructed by the First Party from time to time. The current Mess timings are as follows:
- Break fast : 7:30 a.m. to 9:00 a.m.
 - Lunch : 12:30 p.m. to 2:30 p.m.
 - Evening Tea : 4:30 p.m. to 5:00 p.m.
 - Dinner : 7:30 p.m. to 9:00 p.m.
20. That the Second Party shall follow the scheduled orders and charges as per the **Annexure - III** for the in patients. However, the Second Party shall not charge for the mess services provided to those General Ward patients hailing from under privileged sections of the society and are being provided free medical services by the First Party.
21. That the Second Party shall ensure use of fresh food and raw materials in preparation of foods & also ensure that fresh meals are served at all times.
22. That the Second Party, under any circumstances, shall not compromise on the quality of raw material to be used for cooking. In event of a default in the compliance of the Food related Laws, the Party of the Second Part shall always remain liable and the party of the First Part shall not be liable in any way.
23. That the Second Party shall employ sufficient number of work force for running the Mess efficiently to the satisfaction of the First Party. The employees of Second Party, particularly the waiters 'food serving people' should be courteous, polite and gentle with patients and their attendants.
24. That the employees of the Second Party shall not be deemed to be the employees of the First Party for any purpose and hence shall not be entitled to claim any salary, compensation or damages etc. from the First Party.
25. That the Second Party shall ensure that none of the its staff member contacts any of the authorities of the First Party in matters relating to payment of the wages, statutory dues etc as it all shall be the sole responsibility of the Second Party.
26. That the Second Party shall be solely responsibility to ensure compliance of all statutory norms & requirements in regards the Mess Services.
27. That the Second Party shall be solely responsible for payment of all statutory dues & liabilities like PF, EST etc. to its employee as applicable by law and submit the documentary evidence for depositing of all these statutory dues to the First Party.
28. That the First Party shall be entitled to recover all/any demands/penalties from the Second Party issued/raised by any government department due any default on the part of the Second Party.

29. That the Second Party shall ensure that its staff is properly vaccinated and that they are medically fit to work in the mess for which a Medical Fitness Certificate from the Medical Board of the First Party shall be required to be obtained by the Second Party at their own cost. For medical examination and procurement of fitness certificate they have to report to the Medical superintendent's office.
30. That the Second Party shall, at their own cost, get its work-force medically examined periodically after a period of six months. This shall be in addition to the medical examination carried out at the time of implementation and commencement of this deed.
31. That Second Party shall ensure that its employees and staff hired for the Mess follow a uniform dress code. The Second Party shall be responsible for their personal hygiene, discipline and conduct of their employees and staff.
32. That the Second Party shall submit complete details of their work force containing the name, address, photograph and a proof of verification of their antecedents with a list of all its staff to be annexed as **Annexure - IV**. The changes in the manpower deployed, if at any stage, shall not be allowed until 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 mess any person or persons engaged by the Second Party upon the work who may be incompetent or misconducts himself and the Second Party shall forthwith comply with such requirements.
33. That the Second Party shall be responsible and shall ensure for the maintenance, hygiene and upkeep of the Mess.
34. That the Second Party shall not make any alterations and/or carry out civil work within the mess without obtaining a written permission of the First Party. However, annual maintenance of the mess like white-wash etc. shall be the responsibility of the First Party.
35. That the Second Party shall be responsible for payment of the electricity & water charges for the actual units consumed by them, as reflected in the energy meter, as per the university rates. The meter shall be provided by the First Party.
36. That the Second Party shall be responsible for displaying, at a prominent place within the Mess, important telephone numbers like Police Control Room, Fire Control etc. required in case of any eventuality.
37. That the Second Party shall be responsible for the maintenance and safety of moveable and immoveable property of the First Party.
38. That the Second Party shall ensure prevention of unauthorized entry of undesirable persons within the Mess and the university campus.
39. That a Mess Committee shall be constituted by the First Party and Second Party shall ensure compliance of all the rules and guidelines and other directions, written and/or verbal of the First Party and/or the Mess Committee.



Registrar
Shaheed Bhagat Singh University

40. That the First Party or their representative(s) shall have exclusive rights to inspect, at any time, without prior information mess, kitchen, material, food, 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 of the mess to any other agency and shall ensure that no other activity is carried out from Mess premises.
42. That the Second Party shall ensure strict prohibition of any alcoholic/intoxicated/tobacco items within the mess and the university campus.
43. That the Second Party shall ensure that none of the staff member is found staying within the mess after the working hours.
44. That the Second Party shall not use the name of the First Party in any of their letterhead/cash memo and other stationary items etc.
45. That the Second Party shall maintain a 'Complaint & Suggestion Book' wherein the patients/visitors using the mess services shall have the right to lodge their complaints/ suggestions regarding Mess services. These complaints/suggestions shall be required to be submitted by the Second Party before the First Party for taking corrective/ remedial measures.
46. That the Mess staff selected/recruited by the Second Party after observing the eligibility criteria as follows and shall deploy the selected staff at the given premises.
 1. Age - should not be less than 21 years and up to a maximum of 45 years.
 2. Language-should be able to speak and understand Hindi language.
 3. Personality-should have pleasing personality with hygienic habits.
 4. Character-should bear a good moral character, soft spoken.
 5. Disease-free from any kind of infectious/ contagious disease.
 6. The candidate should be a teetotaler within the premises of the First Party.
47. That the First Party may however, review any mess staff selected by the second party. The second party shall present the personnel selected for approval by the First Party as and when required by it.
48. That the Second Party shall not lodge any claim on account of disability/ death of any personnel caused while undertaking the said contractual obligations within the premises 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 provided or undertakes the said contractual services at the premises of the First Party as provided hereinbefore.
49. That this License Deed represents the entire License Deed between the parties and supersedes all previous or other writing and understandings and further any modifications to this License Deed, if required shall only be made in writing between the parties.

50. That various captions used in this License Deed are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the Captions and the Text, the Text shall prevail.
51. That during the subsistence of this License Deed or on early termination or expiry thereof no right shall vest in or accrue to personnel/ workforce of Second Party to claim regularization/ absorption in the services of first Party and/ or to claim same/ similar benefits, perks facilities at par with the employees of the First Party.
52. Penalty Clause for the Second Party

- Rs. 5000/- if low quality raw material found in the store or used
- Rs. 5000/- if authorized menu not followed
- Rs. 5000/- if hygienic conditions not maintained
- Rs. 5000/- if cleaning staffs not available
- Rs. 10,000/- if insect/ foreign bodies found in the food.
- Rs. 500/- for not following the Uniform Code of dressing.
- Rs. 20,000/- if any staff member is found using/consumption of alcoholic drinks, drugs, tobacco in any form.

For any other defaults not covered here, a suitable penalty shall be charged as per the discretion of SRHU management.

In case of a repetition, the penalty amount shall be doubled each time and the First Party shall reserve the right to impose further strict penalty beyond the Second time depending upon the gravity of the act or omission or any lapse by the Second Party and may go up to the extent of immediate termination of this license deed without providing any notice period or opportunity to the "Second Party".

The First Party reserves the right to modify, amend, alter, lessen or cancel any or all penal amounts of the penalties described in clause 52 of this license deed.

53. That if any provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
54. That the Second Party shall be free to approach the authorities of the First Party in case of any grievance or dispute. 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.



55. That in case of 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 then the same shall be resolved through arbitration of the Arbitrator which shall be appointed by the Party of the First Part on the invoking of the Arbitration by either party and with Notice in writing in advance of 7 days. The Place of Arbitration shall be either at Dehradun or at the office of such arbitrator in accordance with the Indian Laws and the Law of Arbitration as may be applicable for the time being. The decision of the Arbitrator shall be binding on both the parties.

56. All disputes are subject to the jurisdiction of Dehradun Court.

IN WITNESS WHEREOF the parties hereto have executed.

FOR & ON BEHALF OF

FIRST PARTY


Dr. Mukesh Bijalwan
Registrar
Swami Rama Himalayan University
Swami Ram Nagar
Dehradun



SECOND PARTY


B2B SUPPORT SERVICES

Mr. Vikas Upreti
Proprietor
M/s B2B Support Services
Pragati Vihar, Garhi Cantt
Dehradun

Date : 01st May, 2024
Place : Dehradun