



सत्यमेव जयते



IN-UK19487078940245W

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK19487078940245W
 Certificate Issued Date : 06-May-2024 12:28 PM
 Account Reference : NONACC (SV)/ uk1264704/ DOIWALA/ UK-DH
 Unique Doc. Reference : SUBIN-UKUK126470445747623393984W
 Purchased by : SWAMI RAMA HIMALAYAN UNIVERSITY
 Description of Document : Article Miscellaneous
 Property Description : NA
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SWAMI RAMA HIMALAYAN UNIVERSITY
 Second Party : ISHWAR TAXI SERVICE
 Stamp Duty Paid By : SWAMI RAMA HIMALAYAN UNIVERSITY
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



LICENSE DEED

THIS LICENSE DEED MADE ON THE 16TH 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 'First Party'

And

M/s Ishwar Taxi Services, Bhaniyawala, Doiwala, Dehradun through its proprietor, Mr. Ishwar Singh Rauthan, hereinafter called as the 'Second Party' for permitting (licensing) second party to give ambulance services at the Hospital of First Party on the terms and conditions contained hereunder.

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

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.stampcert.com' or using Stamp Machine or at Stock Holder.
2. Any discrepancy in the details on this Certificate and as available on Stamp Machine or at Stock Holder.
3. The status of checking the legitimacy is on the users of the certificate.
4. To be a valid non-judicial document, please follow the Government's Authority.

Wherein both the parties mutually agree as under:

(TERMS AND CONDITIONS)

1. That this license deed will remain valid for a period of one year i.e. with effect from **01st May, 2024 to 30th April, 2025** which can be renewed for further period with a condition of hike in license fee @ 10% annual basis, on mutually agreed terms and conditions between both the parties.
2. That where the First Party does not renew the license deed before its due date of expiry due to any reason whatsoever but continues availing the Ambulance Services even after the expiry of the due date, the license deed will 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 First Party. However, such extension shall not be applicable where the First Party has issued the letter/notice for the termination of the License Deed or restricted the License period on such conditions as may be imposed by the First Party.
3. That the deed can be terminated by either party by giving **three months'** notice. However, in case of gross violation of any of the terms and conditions contained on this deed by the 'Second Party' or even otherwise, the 'First Party' reserves the right to terminate the deed forthwith without assigning any reasons thereof.
4. That the Second Party shall provide Bank Guarantee of Rs. **3,00,000/- (Rupees Three Lac only)** as security for due fulfillment of this deed to the First Party. The security amount will 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.
5. That the Second Party shall deposit monthly license fee, in advance, amounting Rs. **2,20,000/- (Rupees Two Lac Twenty Thousand only)** per month to the First Party by the fifth of every month. In addition, GST and other statutory taxes, as applicable from time to time, shall be payable by the Second Party. In case the Second Party doesn't deposit monthly License fee on or before the date fixed the second party shall pay a penalty of Rs 3,000/- per day to the First party, till the day of actual payment of license fee.
6. 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 deed.
7. 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.
8. That the First Party shall provide the Second Party a proper office space with electrical fitting/fixtures, electricity connection possession of which has already been taken over by the Second Party. The maintenance and proper functioning of all the gazettes provided by the First Party shall be the responsibility of the Second Party. The details of the area of the space consisting of office and parking area provided to the Party of the second part for the purpose of this License Deed is provided as highlighted area of **Annexure-I** of this deed. Maintenance of Furniture/fixtures/equipment's and other items will be the responsibility of the Second Party. The Second Party shall hand-over the property of the First Party along with all furniture/fixtures and other items to the First Party at the time of termination of the deed. The details of the furniture, fixtures, articles, office area and all material provided to the party of the second Part for the purpose of this License Deed is provided as **Annexure-II** of this deed.
9. The properties under the license given to the party of the Second Part shall always remain under absolute title and ownership of the party of the First Part and are liable to be returned back in perfect good condition on the expiry/determination/termination of this License Deed.



Signature

10. That the First Party shall provide proper lighting arrangement at the parking area provided to the Second Party; the electricity bill for the same will be paid by the Second Party as per actual electricity consumed and as per University norms/rates.
11. That the billing of the ambulances of the Second Party shall be carried out at the cash counter of the hospital of the First Party.
12. That the Ambulances provided by the Second Party should have a good condition (preferably not more than 03 years old) and all the papers (registration, insurance, Pollution certificate, fitness, etc.) of the ambulances must be completed & updated as per the Government norm/requirement. The Second Party shall ensure to have all the updated permissions from the concerned authorities with regard to ambulance services. The driver of ambulance should have good physical & mental health and must have a valid license to drive the vehicle. Second Party shall be liable to fulfill all the norms & guidelines of concerned authorities regarding the ambulance services.
13. That the Second Party shall provide ambulances, which should not be older than 2013 vintage. The details of the ambulances should be provided as per **Annexure – III** of this deed. The Second Party shall be responsible for safe custody of all the ambulance parked within the space under their possession. The First Party shall not be responsible for any kind of loss/damage to the ambulance either due to theft, fire or any other reason.
14. That all the ambulances provided by the Second Party shall be equipped with First Aid Kit and ready to use Oxygen Cylinder. The drivers of all the ambulances should be trained to fix Oxygen Cylinders to the patient, if need arises while in transit. The Drivers should also be trained in providing fir-aid for which the Hospital can provide the requisite training.
15. That the Second Party shall ensure that the Ambulances are of the required makes viz. Vans, Balero, Sumo, Tavera etc. as required by the First Party.
16. That the Second Party shall operate the Cardiac & another AC Tempo Traveler Ambulances of the First Party on commission basis @ 8% of billing amount or Rs. **2,000/- (Rupees Two Thousand Only)**, whichever is lower. The Second Party shall not book the above ambulances at rates less than those fixed by the First Party (Medical Superintendent's Office).
17. That the Second Party shall ensure that only two (02) Ambulances are parked inside the University premises at any given time while the other Ambulances shall be parked in the vicinity of the premises.
18. That the Second Party shall be required to display the rates of ambulance services prominently at the Booking Counter for the convenience of the general public at large as provided in **Annexure – IV** of this deed.
19. That the Second Party shall not charge any amount in excess of the rates approved by the First Party. In case of any default a penalty of Rs. **10,000/- (Rupees Ten Thousand Only)** shall be imposed on each default.
20. That the Second Party shall ensure proper fitness and working conditions of its ambulances for catering to the patients. However, the scope of services to be provided by the Second Party shall also cover transporting the deceased from the Hospital.
21. That the Second Party shall, at their own cost, obtain the fitness certificate of the ambulances periodically after a period of six months. This will be in addition to the fitness certificate carried out at the time of implementation and commencement of this deed.



22. That the Second Party shall ensure that all Ambulances are presented for a regular quarterly check-up for fitness by the authorized representative (s) of the University.
23. That the Driver(s) hired by the Second Party should be well trained in driving and must hold valid driving license. They should not have any criminal record and should be well behaved, mature and with strong moral values. In view of COVID 19, the Second Party shall do a compliance of Government/University guidelines regarding the virus and thereby ensure social distancing, arrangement of hand sanitization, etc. in parking area/Taxi/Ambulance, as the case may be.
24. That the Second Party shall provide a list of his staff/drivers at the time of implementation and commencement of this deed. Accordingly, the list of staff/drivers provided by the party of the Second Part is provided as **Annexure-V** of this deed. Any change should be immediately informed to the First Party.
25. That the Second Party is bound to provide ambulance services round the clock 24x7. In case of any break down of the ambulance during transit, the Second Party shall invariable ensure making on-the-spot alternate arrangement for transporting the patient without causing any inconvenience to the end user.
26. That the Second Party is not authorized to charge beyond the prescribed rate of the service without the written consent of the First Party. In case of increase in fuel prices by the Government by 10% or more, revision of service rates by the First Party may be considered if requested by the Second Party subject to mutual consent.
27. That the Second Party and/or its work force should not indulge in influencing, in any manner, the First Party and/or its work force for getting their business through.
28. That the Second Party shall be solely responsible for payment of all statutory dues & liabilities like PF, ESI etc. to its employee as applicable by law and submit the documentary evidence for depositing off all these statutory dues to the First Party.
29. That the Second Party shall submit to the accounts department of First Party every month copy of PF Challan with details of employee, as applicable.
30. 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.
31. That the First Party shall issue a valid Receipt in triplicate, one for the user i.e. patient/their attendant, second copy to the driver of the ambulance who shall hand-over the Receipt while making an exit to the Guard at the main gate of the campus. The Receipt should invariable include Ambulance Registration number, name of the driver, name and address of the patient with phone no., destination, amount charged and the date and time of booking & departure, meter reading with Kms. for each trip with signatures of the Booking Clerk, Driver and the user.
32. That the Second Party shall be responsible for the personal safety of the patients and/or their attendants while using the ambulance services. The First Party shall own no responsibility whatsoever on account of any loss/damage caused to the personal safety of the patients and/or their attendants while in transit. The First Party shall in no way be responsible to indemnify the Second Party or any person(s) for any loss/damage caused on any account. The responsibility of indemnifying the user, i.e. patient and/or their attendant, for any loss/damage, shall be the sole responsibility of the Second Party.



A handwritten signature in blue ink, appearing to be 'J. R. R. R.', located at the bottom right of the page.

33. That the Second Party shall employ sufficient number of work force for running the Ambulance service efficiently to the satisfaction of the First Party and employees of Second Party should be courteous, polite and gentle with public.
34. That the Second Party shall ensure prevention of unauthorized entry of undesirable persons within the Office provided to the Second Party by the First Party.
35. That the Staff/Drivers of the Second Party shall keep their identity card with them while sitting in the Office or during their working hours.
36. 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.
37. That the Second Party will ensure that none of the staff member hired by them will contact any of the authorities of First Party in any matter including matter relating to payment of the wages, statutory dues etc. as it will be the sole responsibility of the Second Party.
38. That the Second Party shall have police verification of its work-force and shall submit the copy to the police verification report before the First Party. Further, the Second Party shall ensure that the staff member of Second Party shall follows a uniform dress code and the Second Party shall be solely responsible for the personal hygiene, discipline and conduct of their staff members.
39. That the First Party may require the Second Party to dismiss or remove from the services 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.
40. That the Second Party shall be responsible and shall ensure the maintenance, hygiene and upkeep of the premises so allocated.
41. That the Second Party shall not make any alterations and/or carry out civil work at the allocated premises/space without the prior written permission of the First Party.
42. That the Second Party shall be responsible for the maintenance and safety of moveable and immoveable property of the first Party.
43. That the First Party or their representative(s) shall have exclusive rights to inspect, at any time, without prior information the accounts, ambulance(s), maintenance and/or any other area/material of the Second Party, as deemed fit, by the First Party.
44. That the Second Party shall not **sublet**, assign or part with the services to any other agency and shall ensure that no other activity is carried out from premises.
45. That the Second Party including their work force will ensure strict prohibition of any alcoholic/intoxicated/tobacco items within the ambulance, parking place, booking counters, hospital premises and also while on duty.
46. That the Second Party shall work as an independent contractor and shall not use the name of the First Party in any of their letter head/cash memo and other stationary items etc.
40. That the First Party shall be entitled and free to impose following penalty on the Second Party as decided by the First Party for non-compliance of any of the terms and conditions of this deed:-
 - A. Rs. 10,000/- if the rates charged are in excess of the approved rates.
 - B. Rs. 10,000/- if hygienic conditions not maintained in ambulance.

A circular official stamp is partially visible, with the text "MAY 2019" and "REGISTRATION" around the perimeter. Overlaid on the stamp is a handwritten signature in blue ink, which appears to be "J. Ranthan".

- C. Rs. 5,000/- if Uniform Code of dressing is not followed.
- D. Rs. 25,000/- along with a criminal complaint to be lodged with the Police, if any staff member is found using/consuming alcoholic drinks, drugs, tobacco in any form.
- E. For any other defaults not covered here, 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.

- 47. That the Second Party shall maintain a 'Complaint & Suggestion Book' wherein the patients/visitors using the Ambulance Services shall have the right to lodge their complaints/suggestions regarding Ambulance Services. These complaints/suggestions shall be required to be submitted by the Second Party before the First Party for taking corrective/remedial measures.
- 48. 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.
- 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 the Second Party shall indemnify and keep indemnified the First Party against any claim on account of disability/death/injury/damages/loss to any person caused by the second party or its staff, while acting under this license deed, within or outside the premises of the First Party. 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 :
 - c) Any breach of this License Deed by Second Party; &
 - d) Any act or omission of Second Party and its staff (including any negligence, unlawful conduct or willful conduct) relating to this License Deed or arising as a consequence of the performance or non - performance of License Deed.Moreover, First Party shall be entitled to recover from the Second Party all/any demands/penalties raised by the Government Department/Authority because of any default on the part of the second party.
- 51. Anti-Bribery & Anti-Corruption: Second Party agrees that it will not provide any monetary benefit, gifts or any kind of personal favour to First Party's employees/ officers or to any Third Party for getting the business from SRHU. Second Party further agrees that it will not perform any act of bribery or corruption while dealing with the First Party or any of its Employees. Further, the Second Party and its staff shall not involve in bribery or any corruption while performing their duties under this License Deed. Any breach of this clause could result in termination of License Deed.
- 52. In no event shall SRHU be liable with respect to the infrastructural, promotional and marketing investment made towards the said activity & also for any business expenses, loss of profit or incidental indirect or consequential damages on account of activities under this license deed, for any cause.



53. That the SECOND PARTY shall be free to approach the authorities of SRHU in case of any grievance or dispute. SECOND PARTY shall under no circumstances has the right to proceed through any legal proceeding of any king on behalf of FIRST PARTY or against the FIRST PARTY.

54. That in case any dispute and or difference arising out of or relating to this deed including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. However, if the dispute is not resolved within thirty days through joint discussion, the party raising the dispute shall refer the matter to the Hon'ble Vice Chancellor, SRHU or a person nominated by him, whose decision shall be final and binding on both the parties.

55. 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



FOR & ON BEHALF OF SECOND PARTY


Mr. Ishwar Singh Rauthan
M/s Ishwar Taxi Services
Bhaniyawala, Doiwala
Dehradun

Date : 16.05.2024

Place: Dehradun

Witness 1

.....

.....

Witness 2

.....

.....