



And

M/S S.K. ENTERPRISES, 11, Bhagirathi Puram, Engineer Enclave, Dehradun hereinafter called the “Second Party” is being entered for providing Mess facilities at MBBS hostel in the premises 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 License Deed 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 one year, i.e. w.e.f. **01<sup>st</sup> September, 2023 to 31<sup>st</sup> August, 2024** which can be renewed and/or a fresh deed be executed for further period on mutually agreed terms and conditions between both parties.
2. That where the deed is not renewed by the Second party due to any reason before its due date of expiry but Mess Services are continued to be availed by the First Party, the License will be deemed to have been renewed on same terms and conditions. This condition will, however, not be applicable in case when the First Party has not renewed the deed but has extended the same, in writing, for a specific period
3. That the deed can be terminated by either party by giving **three months** advance notice. However, in case of the 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.
4. 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 deed.
5. That the First Party shall be entitled to 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 51 of this deed.
6. That the First Party shall provide a duly built proper and spacious space consisting of kitchen, store, office space with electrical fitting/fixtures, electricity connection, furniture, cooking stoves with commercial LPG, utensils, crockery, equipments and ail related material for running the Mess to the Second Party; possession of which has already been taken over by the Second Party. All electrical, electronic and other gadgets provided for the purpose of proper mess service by the First Party to the Second Party shall be used invariably for preparation of food and maintaining hygiene & health by the



Second Party. The Second Party shall be responsible for the proper usage/functioning of all the gazettes provided by the First Party. The First Party shall undertake the maintenance of its fitting/fixtures, furniture, utensils, crockery, equipments etc. caused by the normal wear & tear due to their day to day usage. However, where it is found that the fault/ damage to the fitting/fixtures, furniture, utensils, crockery, equipments etc. is caused due to the mishandling/negligence of the Second Party, the corrective charges for the same shall be recovered from the Second Party. The empty Commercial LPG cylinders shall be provided by the First Party, the Second Party shall ensure compliance of all statutory requirements for the usage of commercial LPG. The details of the area of the space consisting of two kitchens, store, office, washroom, dining hall and LPG store 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. The Second Party shall handover the mess along with all furniture/ fixtures/ equipments/crockery/ cooking stoves along with LPG cylinders and other items in working condition at the time of termination/expiry of the deed to the First Party. The details of the furniture, fixtures, articles, cooking stoves with commercial LPG, utensils, crockery, equipments 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. The properties leased out 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/ termination of this License Deed.

- 7 That the Second Party shall provide a deposit of **Rs. 3,00,000/- (Rupees Three Lakh only)** as security for due fulfillment of this deed to the First Party. The security amount is refundable after deduction, if any, after completion of License Deed and/or subsequent to termination of License Deed. The Second Party shall not be entitled for any interest on such security deposit or any other amount deposited with the First Party.
8. That the Second Party shall provide mess facility consisting of morning tea, breakfast, Lunch, evening tea & snack and dinner at a monthly rate of **Rs. 6,000/- (Rupees six thousand only) + GST** per month per head.
- 9 That the Second Party shall be responsible for providing Mess Services for all seven days in a week.
- 10 That the Second Party shall provide quality and adequate quantity of meals for which monthly bill to be produced by the Second Party and shall be cleared by the First Party.
11. That the Second Party shall not sell any items through retail sale from the mess.
12. That the Second Party shall not provide Tiffin Services to anyone/outside under any circumstances.
13. That the Second Party shall observe the following Mess timings:



- |                |   |                        |
|----------------|---|------------------------|
| A. Break fast  | : | 7:30 a.m. to 9:00 a.m  |
| B. Lunch       | : | 12:00 noon to 2:00 p.m |
| C. Evening Tea | : | 4:30 p.m. to 5:00 p.m. |
| D. Dinner      | : | 7:30 p.m. to 9:00 p.m  |

14. That the Second Party shall provide quality and adequate quantity of meals to those availing of mess facility. The Second Party shall ensure use of branded items as per the list given:

**Quality of Food Products:** The following quality of items shall only be used by the Second Party:

- 1) Milk: Only full cream packed milk shall be provided for drinking, Double Toned milk can be used for tea.
- 2) Cooking Oil: Fortune, Nature Fresh, Any substitute can be used only in exceptional circumstances after approval.
- 3) Butter: Amul/ Britannia
- 4) Tea: Tata
- 5) Coffee: Nescafe/ Bru
- 6) Spices/ Condiments: Sealed Commercial packs of catch/ MDH brand only to be used.
- 7) Cereals/ Pulses: Best quality available in the market shall be used.
- 8) Atta: Shaktibhog/Ashirwad (ITC)/Pilsbury
- 9) Rice: Whole grain quality approved.
- 10) Bread: Bonn/ Modem
- 11) Tomato Ketchup: Cremica/ Delmonte/ Kissan
- 12) Biscuits: Parle/ 1TG Britannia/ Priya Gold
- 13) Tinned Fruit Juice: Delmonte/ Real

**Note:** The Second Party shall ensure that fresh meals are served every day.

The quality/ brand of above items shall be checked by the Dietitian/ Asst. Administrator/ Mess Committee in the stores as well as during usage regularly.

15. That the Second party shall follow the Mess Menu as approved by the Mess Committee Members representing the First Party. The Second Party shall ensure displaying the Menu annexed here as **Annexure - III** of this deed, in the Mess and shall not make any amendment without obtaining the prior permission of the First Party.

16. 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 the Second Party, particularly the waiters (food serving people) should be courteous, polite and gentle with the students, faculty and staff members.

17. That the First Party shall pay **Rs. 10,00,000/- (Rupees ten lakh only)** through Cheque to M/s S.K. Enterprises on the 7th day of every month as an advance for that month for smooth operations of mess facilities.

18. 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.

19. That the Second Party will ensure that none of the staff member hired by them shall contact any of the authorities of First Party in the matter relating to payment of the wages, statutory dues etc. as it shall be the sole responsibility of the Second Party.
20. That the "Second Party" shall ensure that the staff employed by them is properly vaccinated and medically fit to work in the Mess for which 'Medical Fitness Certificate' from the Medical Board of the First Party shall be required to be obtained by it at its own cost. The Second Party shall be required to report to Medical Superintendent's office for medical examination and procurement of fitness certificate.
21. That the Second Party shall get its work-force examined medically after a period of six months at their own cost. This will be in addition to the medical examination carried out at the time of implementation and commencement of this deed.
22. That Second Party shall ensure that the staff members hired for running the Mess should follow a dress code and it shall also be responsible for their personal hygiene, discipline and conduct of their staff members.
23. That the Second Party shall obtain the resume of each person recruited and employed along with their duly attested pass port sized photograph, signature and thumb impression. The Second Party shall also ensure undertaking the Police Verification of all personnel employed by them in the premises of the First Party.
24. That the Second Party will submit complete details of their work force containing the name, address, photograph and a proof of verification of their antecedents for all staff to be annexed as **Annexure-IV** Any changes in the manpower deployed, if at any stage, shall not be allowed until prior approval/written permission of the authorized authority of the 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. The Second Party shall forthwith comply with such requirements.
25. That the Second Party shall be responsible for ensuring the maintenance, hygiene and upkeep of the Mess.
26. That the Second Party shall not make any alterations and/or carry' out civil work within the mess without obtaining a written prior permission of the First Party. However, annual maintenance of the mess viz. whitewash etc. shall be the responsibility of the First Party.



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A handwritten signature in blue ink, appearing to read 'Sunder', is written in the bottom right corner of the page.

27. 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 for meeting any eventuality. The First Party shall maintain proper liaison with the Fire Fighting Department.
28. That the Second Party shall be responsible for the maintenance and safety of moveable and immoveable property of the First Party.
29. That the Second Party shall ensure that no unauthorized persons enter inside the Mess areas.
30. That a Mess Committee shall be constituted by the Representatives of the First Party and the Second Party shall ensure compliance of all the rules, guidelines and other written and/ or verbal directions of the First Party and/or the Mess Committee.
31. That the First Party or their representative(s) shall have the exclusive rights to inspect the mess, kitchen, material, food, maintenance and/or any other area/material at any time without any prior information, as deemed fit, by the First Party.
32. 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 in the premises.
33. That the Second Party will ensure strict prohibition of consumption of any alcoholic/intoxicated/tobacco items within the premises of the First Party.
34. That the Second Party shall ensure that none of their staff members is found staying within the mess after the working hours without obtaining a prior permission in writing from the First Party.
35. That the Second Party shall not use the name/logo of the First Party in any of their letter-head/cash memo or any other stationary items.
36. That the Second Party shall maintain a 'Complaint & Suggestion Book' wherein the students/visitors using the mess services shall have the right to lodge their complaints/suggestions shall be required to be submitted by the Second Party before the First Party with details of corrective/remedial measures taken against them.
37. That the Second Party shall deploy the selected/recruited Mess staff at the given premises after observing the eligibility criteria as follows:
  - i. Age - should not be less than 21 years and upto maximum of 45 years.
  - ii. Language-should be able to speak and understand Hindi language.
  - iii. Personality-should have pleasing personality with hygienic habits.
  - iv. Character-should bear a good moral character, soft spoken.
  - v. Disease-free from any kind of infectious/ contagious disease.



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vi. The candidate should be a teetotaler.

The Second Party shall present the selected personnel for approval by the First Party. The First Party may review any mess staff selected by the Second Party.

38. That if the number of staff deployed on job by the Second Party is found to be less in required strength at any point of time, the First Party shall be entitled to reduce the payment on man-days basis besides imposition of a suitable penalty by the First Party.

39. That the Second Party may increase/decrease the number of Mess staff, after obtaining a prior approval in writing from the First Party, subject to changing requirements and/or for more effective and efficient discharge of contractual obligations.

40. That the First Party at its discretion may require change in the deployment as per needs and requirement and Second Party shall be bound to implement the decision in this regard without in any way compromising the quality, effectiveness and efficiency of the services being undertaken.

41. That the mess staff recruited by the Second Party shall be bound to observe all instructions concerning general discipline and behavior Consumption of liquor, smoking/chewing tobacco, keeping/using mobile phones during the Mess timing shall be strictly restricted and punishable as per the Penalty Clause (No.51) of the First Party.

42. That the Second Party shall at all times indemnify and keep indemnified the First Party against 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. Second Party shall Indemnify First Party against any legal proceedings instituted because of any act of Second Party or its employees etc.

43. That the Second Party shall be solely responsible for payment of all statutory dues & liabilities like PF, ESI etc. to its employees as applicable by law and to produce documentary evidences along with complete details of employees for depositing of all these statutory dues to the First Party on monthly basis.

44. That for all intents and purpose the Second Party will be "Employer" within the meaning of various



labour laws in respect of the personnel/ staff employed and deployed by them for discharging contractual obligations as per this License Deed. And likewise the personnel will be deemed to be the employees of the Second Party only, for all intents and purpose. The Second Party will issue letters of engagement appointment to their personnel and furnish copies thereof inter-alia to the First Party, whenever required.

45. That the Second Party shall maintain proper payment register, a copy of which shall be submitted to the University on monthly basis.
46. That the First Party shall deduct TDS, as applicable from time to time, from the bills of the Second Party at the time of payment.
47. The second party shall ensure that their employees strictly follow the guidelines of Government/University for COVID-19, which includes sanitization of Departments, wearing mask, maintaining of social distancing etc.

#### 48. LIABILITIES & REMEDIES

- A. That one senior staff of Second Party shall always be available at the place of the deployment of the personnel provided by them and counsel/ supervise them for providing efficient services. The Second Party and its supervisors only shall exercise total superintendence, control and supervision over the staff personnel recruited and deployed by them in the premises of the First Party. Second Party shall ensure that their employees restrict their movement up to kitchen and they will not wonder here and there in SRHU campus without permission of Competent Authority.
  - B. That in case of any exigency or emergency, the Second Party shall ensure the presence of their Senior Management Officer to report to desired location/ University without any loss of time.
  - C. That the Second Party shall not change their staff frequently without prior intimation to the First Party.
  - D. That the First Party will not be liable to provide any Transport, Canteen, Medical or living facility to the staff deployed by the Second Party unless specified otherwise.
49. 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 will amount to due service of such letter, notice or any other communication on the Second Party.
  50. That the 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 subsistence of this License Deed or on early terminations or expiry thereof no right will vest in or accrue to personnel/workforce of the Second Party to claim regularization/absorption in the services of the 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**

- A. **Rs.5000/-** if hygienic conditions not maintained
- B. **Rs.20,000/-** if any staff member is found using/consumption of alcoholic drinks, drugs, tobacco in any form.
- C. For any other defaults not covered here, a suitable penalty will be charged as per the discretion of SRHU management.

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

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

54. That if any provision of this Agreement is held to be invalid 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, an 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.

55. 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.

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.

That 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 disputes are not resolved then the same will be resolved through sole arbitration of Hon'ble Vice-Chancellor or a person deputed by him. The venue of arbitration proceedings shall be SRHU campus Dehradun. The decision of the Arbitrator shall be binding on both the parties.

IN WITNESS WHEREOF the parties hereto have executed.

FOR & ON BEHALF OF FIRST PARTY

FOR & ON BEHALF OF SECOND PARTY

  
Dr. Susheela Sharma  
Registrar  
Swami Rama Himalayan University  
Swami Ram Nagar,  
Jolly Grant,  
Dehradun – 248016



  
Mr. Suminder Singh Arora  
Proprietor  
S.K. Enterprises, 11 Bhagirathi Puram,  
Engineer Enclave  
Dehradun – 248001

Date: 18.08.2023

Place: Dehradun