

LICENSE AGREEMENT

This License Agreement is entered into on this the Day of

BETWEEN

The C B C I, Society for Medical Education, John Nagar, Bangalore - 34 (hereinafter referred to as the Licensor) represented by the Secretary CBCI society for Medical Education.

AND

(hereinafter referred to as the Licensee)

Whereas the Licensor has been running the St. John's Medical College and Hospital

Whereas the Licensor provides services for sale of breakfast, lunch, dinner other eatables and soft drinks, juices, tea and coffee in a canteen and chat stall (herein after referred to as the "facility") through a contractor for the benefit of staff, students, patients, other attendants and visitors;

Whereas, the right to provide the said service is licensed, non-exclusively, from time to time, in favour of eligible contractors every year;

Whereas, the Licensor invited tenders from public by publishing a tender notification on its notice boards and also on its web site www.stjohns.in

Whereas, in response to the said publication, the Licensee has submitted his tender among others;

Whereas the Licensor has invited the Licensee to run the facility on license basis for a period of one year commencing from to

Whereas the Licensor and Licensee have agreed to the following terms and conditions:

NOW, THEREFORE, THIS LICENSE AGREEMENT WITNESSETH AS FOLLOWS:

1. The period of this license is from till Unless a specific order is issued by the Licensor permitting the Licensee to continue to run the facility, the Licensee agrees to voluntarily remove all his belongings from the place where he is permitted to run the canteen in order to enable the Licensor to fully and effectively run the facility from through any other licensee/s or in any other manner as the Licensor deems fit. It is expressly agreed between the parties that the Licensee shall not have any right whatsoever to enter the property of the Licensor on and after and in which event he shall be construed to be a trespasser.
2. The Licensee agrees to pay Rs./- (Rupees only) per month towards the License fee for the facility. The License fee shall be paid on or before the 10th every month in favour of the C B C I Society for Medical Education. If there is any default in the payment of the license fee, the Licensee shall be liable to pay 10% the outstanding amount extra. Notwithstanding this clause for payment of interest the Licensor shall also have the right to terminate this license.
3. The Licensee shall have no right to sub-license, sub contract/modify or carryout any alteration in the premises where the Licensee is permitted to carry out the activity of running the facility.
4. The Licensee agrees to deposit an advance of Rs./- Rupees only) being the three months License fee, towards license fee deposit to be held by the Licensor, interest free during the period of License for running the facility.
5. The License fee deposit will be returned to the Licensee, interest free on the expiry of the license period as penalty per month up to 2 months However, the Licensee is entitled to appropriate the license fee deposit or any part of it, towards damages, if any, recoverable from the Licensee.

6. The Licensee also agrees to reimburse to the Licensor, the expenditure incurred on the use of water and electricity for the facility. The amount shall be paid to the Licensor in the first week of every month on the basis of bill issued by the Licensor to the Licensee.
7. The Licensor for the purpose of enabling the Licensee to run the facility agrees to provide the Licensee, space and facilities as detailed in Annexure – I to this License Agreement. Provided, however, it shall be open to the Licensor to make such space and facilities available to the Licensee at such place within the campus of the Licensor, as they may deem fit, from time to time and the Licensee undertakes and abide by any direction by the Licensor, to move the facility at his own cost and expense. The Licensee shall confine to the place made available for running the canteen and chat stall. The licensee with the express permission of the management be allowed to provide tea, coffee, juices and snacks to the Annex III complex in the morning hours at the same rates as at the canteen.
8. The Licensee agrees and undertakes to maintain the facilities provided to him by the Licensor for facilitating the running of the facility in good and proper condition.
9. The licensor agrees to serve the food presentations, including vegetarian, North Indian vegetarian, Non vegetarian, chat items, soft drinks, ice creams as specified in Annexure – II and at the price fixed there. The said schedule shall not be altered by the Licensee without the prior written permission of the Licensor. Also no fresh items shall be added to or the existing items be deleted from the schedule appearing at the Annexure - II without the prior, written permission of the Licensor.
10. Alcoholic drinks, intoxicants, cigarettes, pan and tobacco items are prohibited to be stored /sold or served through the canteen and chat stall.
11. The Licensee shall at all times provide only clean and hygienically prepared items. The Licensor reserves the right to conduct surprise checks to ensure proper hygiene in the preparation and handling of items served in the facility. The Licensee shall ensure maintenance of cleanliness in the matter of service, use of utensils, plates, etc.

12. The Licensee shall ensure that the facilities including surrounding areas provided by the Licensor are kept clean and tidy at all times. It shall further be ensured that water does not stagnate near the canteen/chat stall areas. The Licensee shall ensure that undesirable smell or noise does not emanate from the preparation of service of food.
13. The Licensee agrees not to supply any items to the hospital wards/rooms and to restrict its area of service only to the place where canteen is being permitted to be run by the Licensee.
14. Priority service is to be provided to the hospital staff, especially to doctors. The Licensee agree to reserve separate area/s for doctors, staff, patients, visitors of the hospital. The Licensee shall arrange bearer service at least for the staff area.
15. The facility functions on all days between 6.30 am and 9.30 pm. The employees of the Licensee attached to the canteen shall not remain on hospital premises after the canteen hours.
16. The Licensee agrees to employ only persons who have attained the age of majority. At no point of time shall any minor be employed by the licensee. Staff employed by the Licensee for the canteen shall be in proper and clean uniform, and ID card to be provided by the Licensee.
17. In the matter of employment of individual/s, the Licensee agrees to abide by all applicable laws including the provisions of the Karnataka Shops and Commercial Establishment Act. Any default by the Licensee in this regard shall not in any manner affect the Licensor and the Licensor shall not be liable for any consequences arising there from. The Licensee hereby indemnifies and agrees to keep indemnified the Licensor against all consequences, if any, for non adherence to all such applicable laws.
18. The Licensor does not accept any responsibility to pay remuneration, compensation, provident fund, sales tax, ESI etc. or to provide any facilities to the employees of the Licensee. So also, the Licensor will have absolutely no obligation to honour any liabilities and agrees to keep indemnified the Licensor against non payment thereof.

19. The Licensee agrees that the canteen is meant to serve only staff and students of St. John's Medical College and Hospital and patients and their attendants of the hospital. It is not meant for general public.
20. Employees of the Licensee shall not become members of the Union / Association of the Staff employed by the Licensor and shall not take part, directly or indirectly in activities of any such Union/Association. In Case of improper behaviour by any employee of the Licensee, the Licensor shall have the right to call upon the Licensee, to remove the concerned employee from the canteen or the stall as the case may be and the Licensee shall forthwith comply with the same.
21. Either party will have the right to terminate this agreement by giving one month's notice or by payment of equivalent license fee in lieu of notice that would be due from Licensee to the Licensor, without assigning any reason whatsoever. In the event of the persons engaged by the Licensee found indulging in any acts of misconduct, like theft, sabotage, disorderly behavior, charging rates in excess of the approved rate list, decrease in Quality or quantity specified etc.. the Licensor shall have the right to terminate the contract forthwith without giving notice or compensation thereof.
22. Employees of the Licensee shall have to undergo medical examination at St. John's Medical College Hospital, at the time of employment. The Licensee shall reimburse the cost of such medical examination to the Hospital. No person other than those found medically fit shall be employed by the Licensee.
23. The Licensor shall not be responsible for any inconvenience caused to the Licensee in connection with the supply of electricity and water if the same happens to be on account of scheduled cuts in the electricity and water supply by the KPTCL and BWSSB respectively, or due to any event or unforeseen eventualities beyond the control of the Licensor.
24. The Licensee shall ensure, at all times, that the disposal of wastes and garbage of the facility is done strictly in accordance with the instructions of the Licensor and as per the Air (Control and Prevention of Pollution) Act and the Water (Control and Prevention of Pollution) Act and any other law in force.

25. The Licensor shall not be responsible for any loss, damage, theft, burglary, etc., caused to the Licensee due to fire, calamity or any other reasons whatsoever. The Licensee shall provide for fire extinguishers at his own cost.
26. Kerosene, Coal and firewood shall not be used as fuel for cooking purpose in the canteen. The Licensee shall ensure that only cooking gas is used for this purpose. The Licensor has obtained sanction for LPG gas connection, which should be exclusively used only in the facility. The Licensee may, however, with the express permission of the Management, apply for permission for use of organic waste steam boiler using organic waste bricks at the licensee's own cost including installation.
27. The Licensee shall ensure insurance coverage for the canteen and stalls towards fire, riot and malicious damages etc.
28. The Licensee shall obtain the requisite license/s, if any, from the Corporation or any other competent authority and comply with all the requirements of any law for the time being in force or from time to time.
29. It is explicitly made clear that the license granted hereunder shall not create or deem to create in the Licensee, any interest in the canteen premises and it is not the intention of the Licensor to give possession of any premises or to create any such interest whatsoever in the Licensee.
30. The Licensee shall not object to the Licensor putting up in future milk booth or an additional separate coffee shop/shop/canteen, close to the existing area of the facility.
31. The Licensee agrees to deposit a sum of Rs. 10,000/- (Rupees Ten Thousand only) with the Licensor (refundable) to the hospital towards maintenance of cleanliness around the facility. If the Licensee fails to keep the area clean, the Licensor shall take up the cleaning work and the expenditure so incurred shall be recovered out of the deposit made by the Licensee and balance amount shall be refunded to the licensee.

IN WITNESS of the above, the respective parties have signed this agreement on this the day of 2009 before the following witnesses.

Signature
On behalf of Licensor
Name:
Address:

Signature
on behalf of Licensee
Name: _____

Address: _____

WITNESS:

1.-----
Signature

Name & Address

2.-----
Signature

Name & Address.

Annexure - I

HOSPITAL MAIN CANTEEN MEASUREMENT

Sl.No.	Details of the area	Measurement
1	Servants Rest Room	36 ½ x 9'3"
1A	Servants Rest Room	20" x 9" x 13'x9"
2A	Toilets	8'3" x 6'4"
3	Stores	16' x 12 ½'
4	Kitchen	32' x 20'
4A	Kitchen	13' x 8'
5	Vegetable store	36' x 12 ½'
6	Wash area	22' x 9'.7" & 15'x12.75
7	Wash area	13 ¼' x 12 ¼'
8	Supply area	32' x 10'9", 10' x 12'
8A	Supply area	24' x 7 ½'
9	Hand wash area	12 ½' x 9'
10	Customer area	41'2" x 20 ½'
10A	Customer area	28' x 32'
11	Cash Counter	9'.9" x 6'6"
13	Juice Shop	15 ¼" x 8 ¼"
14	Doctors Lounge	41'9" x 32 ¼'
14A	Doctors Lounge	12 ½' x 6 ¾'
15	Hand wash area	21' x 8' (Include. 2 Toilet)
16	Servants area	36 ½' x 19'3"
16A	Servants area	20'9" x 9'
17	Open passage	67 ½' x 23'
20	Main entrance	9' x 8 ½'
22	Servants entrance	9' x 6'
23	PRO office	9'9" x 6'3"

Annexure - II

LIST OF ITEMS TO BE SOLD IN HOSPITAL MAIN CANTEEN

SL.NO.	ITEM - VEGETARIAN	QTY.	FIXED RATE
1	TEA, COFFEE & MILK	75ml	7.00
2	BRU/NESCAFE	75ml	7.00
3	BOURNVITA, BOOST	75ml	7.00
4	BADAM MILK	75ml	7.00
5	SWEETS	1	7.00
6	MASALA DOSA	200 gms	16.00
7	PLAIN DOSA		13.00
8	SET DOSA	40 gms	14.00
9	ONION DOSA	150 gms	16.00
10	POORI SAGU	Plate(2)	14.00
11	IDLY	50 gms	10.00
12	RAVA IDLY	50 gms	10.00
13	UDDIN VADA (Chutney & Sambar)	50 gms	8.00
14	DAHI VADA		10.00
15	MASALA VADA	50 gms	10.00
16	PAKODA	50 gms	10.00
17	BAJJI (Small 4 nos)	80 gms	10.00
18	MANGALORE BAJJI 4 Nos.	50 gms	10.00
19	CHAPATHI WITH SAGU 2 Nos.		10.00
20	KASARI BATH	100 gms	10.00
21	KHARA BATH	100 gms	10.00
22	CHOW CHOW BATH	200 gms	18.00
23	RICE BATH	200 gms	14.00
24	PULIYOGARE	200 gms	15.00
25	CURD RICE	200 gms	15.00
26	RICE AND SAMBAR		15.00
27	PLATE MEALS.Chapathi/Palya/Sambar/Rasam/Rice		24.00
28	BREAD BUTTER TOAST		15.00
29	BREAD BUTTER		12.00
30	BREAD TOAST		12.00
31	BREAD JAM & BUTTER		15.00
32	VEG. SAMOSA		7.00
33	SANDWICH		15.00
34	VEG. FRIED RICE		30.00
35	VEG.NOODLES		30.00
36	PULAO / GHEE RICE		25.00

NORTH INDIAN FOOD ITEMS – VEGETARIAN

SL.NO	ITEMS	RATE
1	PANEER BUTTER MASALA	35.00
2	CHANNA MASALA	30.00
3	DHAL FRY	25.00
4	PALAK PANEER	35.00
5	PANEER BUGGI	35.00
6	MIXED VEG CURRY	35.00
7	ALU GOBI	30.00
8	GOBI MASALA	30.00
9	GREEN PEACE MASALA	30.00
10	NORTH INDIAN THALI	38.00
	<u>ROTI ITEMS</u>	
1	TANDOORI ROTI	8.00
2	NAAN	10.00
3	PAROTA	10.00
4	KULCHA	10.00
5	BUTTER NAN	14.00
6	BUTTER ROTI	10.00
7	METHI ROTI	10.00
8	PUDHINA ROTI	10.00
9	STUFFED PAROTA	16.00
10	STUFFED KULCHA	16.00
	<u>CHINEES ITEMS</u>	
1	GOBI MANCHURI	32.00
2	VEG. MANCHURI	30.00
3	TOMATO SOUP	20.00
4	SWEET CORN SOUP	28.00
5	HOT & SOUR SOUP	28.00

NON – VEGETARIAN

SL.NO	ITEMS – NON - VEGETARIAN	QTY	FIXED RATE
1	FISH MASALA	200 gms	30.00
2	FISH MASALA RICE	250 gms	40.00
3	FISH FRY		30.00
4	CHICKEN FRIED RICE	250 gms	45.00
5	CHICKEN BIRIYANI	300 gms	45.00
6	CHICKEN NOODLES		40.00
7	CHICKEN FRY	150 gms	40.00
8	CHICKEN MASALA	250 gms	40.00
9	CHICKEN MASALA RICE	250 gms	45.00
10	EGG BIRIYANI	300 gms	35.00
11	CHICKEN CHILLY BONELESS		60.00
12	CHICKEN LOLLY POP		65.00
13	CHICKEN MANCHURY		60.00
14	CHICKEN KABAB		45.00
15	EGG MASALA RICE	300 gms	32.00
16	EGG MASALA (2)	100 gms	25.00
17	EGG BURFI (2)	100 gms	16.00
18	OMLET (2)		15.00
19	EGG FRIED RICE	300 gms	32.00
20	EGG NOODLES		32.00
21	EGG SANDWICH		25.00
22	BUTTER CHICKEN 1/2		85.00
23	BOILED EGG		6.00

CHAT ITEMS

SL.NO	CHAT ITEMS	FIXED RATE
1	MASALA POORI	12.00
2	PANI POORI	12.00
3	BHEL POORI	12.00
4	DAHI ALU POORI	14.00
5	SEV POORI	14.00
6	ALU POORI	12.00
7	TOMATO SLICE	12.00

SOFT DRINKS

SL.NO	JUICE ITEM	FIXED RATE
1	MANGO JUICE FRESH	15.00
2	BANANA JUICE	15.00
3	ORANGE JUICE	15.00
4	GRAPE JUICE	15.00
5	MOSAMBI JUICE	18.00
6	PINEAPPLE JUICE	15.00
7	APPLE JUICE	20.00
8	LIME JUICE	10.00
9	WATER MELON / KARBOOJA	15.00
10	MILK SHAKE ROSE	15.00
11	SAPOTA MILK SHAKE	15.00
12	MANGO MILK SHAKE	15.00
13	APPLE MILK SHAKE	20.00
14	FRUIT SALAD	15.00
15	SWEET LASSI	14.00
16	FRUIT SALAD WITH ICE CREAM	25.00
17	COLD BADAM MILK	12.00
18	BUTTER MILK	8.00
19	COLD COFFEE	20.00
20	LIME SODA	12.00

ICE CREAM / SOFT DRINK STALL

SL.NO	ITEMS	
1	SOFT DRINKS – LIMCA, PEPSI, THUMPS UP, COLA, ETC.	Rs. 1-2 MORE THAN MRP
2	ICE CREAM/SOFTY – BRANDED	
3	MINERAL WATER - BRANDED	