**Agreement for Catering**

AGREEMENT FOR CATERING

BETWEEN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS AGREEMENT is made on the \_\_\_\_\_ \_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_ CATERERS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PVT.LTD. (Hereinafter called "the Contractor") of the one part and PRINCIPAL ltd. (Hereinafter called "the Principal") of the other part.

The Principal operates offshore vessels at Mumbai High in support of oil and gas fields and is desirous of using the services provided by the Contractor in the filed of catering and housekeeping services.

The Contractor is engaged in the field of providing catering and house keeping services to maritime and offshore installations.

In consideration of the Contractor undertaking to provide and the principal agreeing to accept services in the field of catering, house keeping, janitorial and laundry services to the Principal’s offshore installations (hereinafter called the "vessel/s" as detailed on Annexure 1), it is mutually agreed as hereunder:

**1.     The Scope of work:**

The services offered by The Contractor shall include catering, house keeping, Janitorial & Laundry services for the offshore installations of the Principal namely \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The services shall include provision of all supplies, labour, supervision and other incidentals (other than tools and equipment) necessary for the complete and satisfactory performance of catering services to the Vessels.

**2.     Daily Monday Rate:**

A unit rate of Indian Rupees \_\_\_\_\_\_\_/- per man per day shall be charged for Principal’s personnel on board the vessel subject to a minimum of 65 personnel for Site 1 and 335 personnel for Site 2. Any additional meals served to visitors/representatives of the Principal shall be charged at following rates:

Breakfast Indian Rupees \_\_\_\_\_\_\_\_ per person

Lunch Indian Rupees \_\_\_\_\_\_\_\_ per person

Dinner Indian Rupees \_\_\_\_\_\_\_ per person

**3.     Period of Agreement**

The period of this agreement between the Principal and Contractor shall be for a period of two years, commencing with \_\_\_\_\_\_\_ renewable on mutual consent.

**4.     Contractor's Obligation:**

a.     Provide professional cooks, general stewards and other staff to perform designated services to the vessels. The catering staff so provided shall be replaced within a reasonable period of time so as to provide periodical rest to staff members.

b.    Pay salaries and other statutory benefits to Catering crew.

c.     Provide meals, uniforms and shoes to Catering crew.

d.    Ensure periodical medical check-ups for Catering Crew.

e.     Purchase all consumable materials within the Scope of Work of catering and other undertaken services and transport the same to the jetty for onward carriage to the vessels.

f.     Maintain a surplus of stock of food and provisions at each of the Vessels of sufficient quantity for supplying meals for a period of 15 days in the event of delays in transportation of food, provided that Principal shall furnish adequate storage space for such required surplus stock.

g.    Prepare, cook and serve meals as per International Maritime standards i.e. Breakfast, Lunch and Dinner - 7 days a Week based on Menu guidelines as per annexure 2).

h.     All meals shall be good and wholesome and shall be prepared and served attractively with sufficient quality and variety of foods, all to the reasonable satisfaction of Principal.

i.      Serve in Dining Halls at pre-scheduled timings.

j.      Maintain a Monthly Inventory Tabulation for cutlery, crockery, linen and submit to Principal’s authorized representative at each of the Vessels.

k.     Ensure all Principal's equipment and property in the kitchen, stores, mess halls, accommodation area and laundry and recreation rooms are cleaned according to schedule and are well cared for. Monthly Equipment Status Report will be prepared and submitted to Principal’s authorized representative at each of the Vessels.

l.      Provide laundry services necessary to keep all kitchen, dining and living quarter’s linens, including the uniforms of catering crew, towels, rags, blankets and other similar items in a clean and sanitary condition at all times.

m.   Make beds and clean all living quarters on daily basis.

n.     Change and wash bed linens and towels, once weekly or as and when a bed is freshly assigned to a new occupant.

o.    Supply all soaps, detergents, extermination chemicals required for cleaning and extermination programs for insects and roaches.

p.    Adhere to local labour and Government regulations.

**5.     Principal's Obligation:**

The Principal shall provide the following facilities and services to Contractor for smooth Catering and other allied Housekeeping operation at each of the Vessels:

a.     Furnish at its expenses the kitchen, including all dishes, plots, pans and silverware, dining and living quarters, including showers and latrines, adequately equipped with such appliances as are reasonably necessary to enable contractor to provide the services described herein including refrigerators, oven range, electric bench mixer, ice cream making machine, ice making machine, soft drink dispenser, milk machine and other permanent equipment of a similar nature required by Contractor for rendering services under this agreement.

b.    Mechanical maintenance work required to maintain the equipment in the kitchen, dining and living quarters, including showers and latrines, in good working order and repair and electricity, water and fuel reasonably necessary for the efficient and proper operation of the kitchen, dining and living quarters, including showers and latrines.

c.     Furnish at its expenses, laundry and house keeping heavy equipment/fixed installations which will be required for normal day to day house keeping /janitorial operation such as washing machine, tumble dryer, vacuum cleaner, iron boards, steam iron and other necessary equipments.

d.    The Principal shall compensate the Contractor for any loss or damage caused by mechanical or electrical failure of storage facilities or equipment resulting in spoilage of provision and stores. The list of spoilage shall be certified by the designated Principal’s Representatives on the Vessels and shall be reimbursed at costs to Contractor along with the monthly billing.

e.     Provide an initial stock of crockery, cutlery, glassware, service ware, galley utensils, pots and pans and linens such as bed sheets, pillow, pillow covers, mattresses, towels etc. with a sufficient buffer stock adequate for designated persons on the Vessels for the entire duration of the agreement, including replenishments.

f.     Be responsible for the provision of potable water, electricity, fuel, sewage treatment and garbage disposal facilities.

g.    Be responsible for the maintenance of paint and equipment to enable Caterer to provide satisfactory services together with an adequate initial inventory of consumables.

h.     Provide reasonable use of the communication facilities e.g. radio, telephone, telex and fax to enable Caterer to perform the required services.

i.      Provide on site medical facilities and emergency evacuation for Catering crew (Medivac).

j.      Provide sea/air transportation facilities as applicable to offshore operations in order to enable Contractor to transport its personnel/food/allied materials to and from the Site to shore end such as quay, jetty or helipads.

These facilities should be supplied regularly in time so as to avoid any inconvenience to Contractor in the event of undue delays in logistics support, the Contractor suffers any pecuniary loss such as spoilage of goods etc. or incurs any expenditure, and the same shall be reimbursed to Contractor by the Principal upon presentation of invoices duly supported.

k.     Provide accommodation for catering personnel deployed at the Vessels.

l.      Provide on Board Safety Training for Caterer’s personnel.

**Other Clauses:**

**6.     Mobilisation of Work Personnel:**

Contractor shall, subject to mutual convenience of either parties, be able to mobilize men and resources in order to take over the installations at a notice of about 3 week’s time.

**7.     Ownership of Provisions:**

All provisions purchased by the Contractor for the supply of the vessels, shall remain the property of the Contractor.

**8.     Takeover of Provisions:**

Upon take over of the vessels by the Principal, the Contractor shall be provided information regarding the Provisions remaining on board, which shall be Inventories and Manifested jointly by the Representative of the Contractor, Representative of the Principal and the Representative of previous contractor. The Joint Investor/Manifest so made shall be final and shall be the basis for determination of the Provisions on board. The Principal shall ensure that the Contractor is not asked to take over items which are not compatible to the planned manning of the vessel, items which are not acceptable due to their not being of good quality, being close to their expiry dates and are likely to turn obsolete before their consumption.

The valuation of the take over investors shall be done as per net invoice prices, valued at costs.

At the time of the Termination of this agreement either by efflux of time or otherwise, the Contractor shall charge to Principal the value thereof as per the Invoices that the Contractor may hold in support of its pricing. The valuation of the hand over investors shall be done as per net invoice prices, valued at costs.

**9.     Applicability of the Rates:**

Subject to clauses of this agreement the rates hereunder will remain unchanged for a period of one year, after which the terms and conditions will remain the same but rates will be revised to take into account inflationary increase which shall be duly substantiated by Contractor.

The rates are applicable and agreed for operations at Bombay high in India only. If the vessel goes out of Bombay high to other fields, the rates would be subject to renegotiations.

**10.  Change of Rates:**

Rates are based on the scope of work and the services offered. However in case of increase or change in scope of work the rates will be revised to take into account additional scope of work and service.

**11. Slop Chest:**

The Contractor shall manage a stop chest on board, if required by the Principal for which a service change of 10% shall be charged to individual personnel using the slop chest.

**12. Invoices:**

Invoices shall be raised by Contractor on monthly basis based on actual number of Principal’s personnel served (subject to minimum manning guarantee) during the period and any extra meals served to the Principal’s visitors/representatives.

The meal sheets shall be signed by the relevant Principal’s Representative countersigned by Camp Boss. It will be the responsibility of the Principal to reimburse the same within seven days of receiving the invoice.

**13. Service Charges:**

Service charge of fifteen percent will be applicable on accruals for any additional material/services rendered by the catering contractor.

**14. Subsequently Enacted Laws:**

If there is a change in or enactment of any law in India or interpretation of existing law in India, after the date of this Agreement, which result in additional costs or savings to Contractor on account of his operations under the agreement, the Principal shall reimburse contractor for such costs or Contractor shall agree to a reduction in day rate to reflect such savings as the case may be and the two parties shall discuss and mutually agree on the method and extent to which the Contractor or Principal should be compensated for such additional costs or savings actually incurred.

**15. Taxes:**

Any payment towards tax viz sales tax or any other tax if applicable from time to time will be borne by the Principal.

**16. Force Majeure:**

During force majors i.e. floors, riots, earthquakes, strikes etc., the Contractor should provide the maximum possible services in the given circumstances. Minimum guarantee shall continue to prevail during the period of force major if it is fifteen days or less. If it should continue beyond fifteen days, services shall be provided on specific mutually agreeable and reasonable terms and conditions, including reasonable demobilization costs.

**17. Law and Jurisdiction:**

a.     This agreement shall be governed by laws of Republic of India.

b.    Any dispute arising out of this Agreement shall be referred to arbitration with each party appointing its own arbitrator and both parties jointly appointing the third arbitrator. The decision of Arbitrators shall be final and binding upon the parties. The arbitrators shall be commercial men with marine/offshore background. The arbitration shall take place at Mumbai.

Signed, sealed and delivered:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINCIPAL CATERER

Witnesses

1.

2.

Annexure I

Vessel 1 Vessel 2

Name of the Installation

Location

Number of Personnel

Excluding cater crew

Catering crew

Annexure 2

Menu Guidelines Principal

(Offshore Installation)

For Indian Nationals

         Breakfast

         Coffee/Tea/Milk or Fruit Juice

         Bread/Rolls/Toast And Butter

         Eggs to Order (Eggs May Be Served Fried, Boiled, Poached, Scrambled Or In Omelet’s As Requested.

         Local Indian Breakfast Like Masala Dosa / Paratha / Puri Bhaji / Umpa Etc. (Variety In North Indian And South Indian Breakfast Will Be Provided)

         Preserves Which As A Minimum Shall Include Jam And Marmalade.

Lunch and Dinner

(All the items are to be listed)

Midnight Meal:

(All the Items are to be listed)

For Expatriate Staff

Apart from the Above The Following Items Will Be Made Available Only For The Expatriate Staff.