

Commercial Contract

CATERING SERVICES CONTRACT



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

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Catering Services Contract

Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to service matters. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

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D1. CATERING SERVICES CONTRACT

THIS CATERING SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into at [insert place] on this ____ (insert date) day of _____ (insert month), 20__ (insert year)

BY AND BETWEEN:

M/s [insert Name], a public/private Business incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Business", which expression shall, wherever the context so provides, include its assigns, nominees, agents and successors-in-interest)

AND

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number];

OR

M/s [insert Name], a public/private Business incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Caterer", which expression shall, wherever the context so provides, include its agents and successors-in-interest).

(The Business and the Caterer are hereinafter collectively referred to as the "Parties" and individually as the "Party".)

WHEREAS the Business is conducting an event regarding [insert description of event] (hereinafter referred to as the "Event") for the purpose of [insert description of purpose of event].

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AND WHEREAS the Business requires the services of a caterer for the Event.

AND WHEREAS the Caterer is engaged in the business of providing catering services for its clients.

AND WHEREAS the Caterer has offered its catering services (more particularly described in Schedule 1 of this Agreement, and hereinafter referred to as the "Services") to the Business.

AND WHEREAS the Caterer has represented and warranted to the Business that it possesses sufficient experience, expertise, and necessary infrastructure required for providing the Services to the Business, and based on the representations of the Caterer, the Business has accepted the Services of the Caterer.

NOW THEREFORE the Parties have entered into this Agreement on the following terms and conditions:

1. The Caterer shall provide the Services to the Business on the dates of the Event, i.e. from [insert date] to [insert date] at the venue of the Event, i.e. [insert complete address] (hereinafter referred to as the "Venue").
2. The Caterer shall provide the Services as specified in Schedule 1 of this Agreement. The Caterer shall perform its obligations under this Agreement, and shall maintain the service level terms as specified in Schedule 1.
3. The Caterer shall engage and deploy such number of personnel as may be adequate to carry out its obligations under this Agreement. It is clarified that all personnel engaged by the Caterer shall, at all times, be employees of the Caterer and nothing would constitute or deem to constitute these personnel as employees of the Business or working for the Business. The Caterer shall issue necessary identity cards/ authorization letter to its personnel deployed at the Venue.
4. In consideration of the Services rendered by the Caterer, the Business shall pay to the Caterer Rs. _____/- (Rupees _____) (insert amount) per person (hereinafter referred to as the "Service Fees").
5. If the number of persons at the Event are less than [insert number], the Business shall pay to the Caterer a fixed amount of Rs. _____/- (Rupees _____) (insert amount).
6. The Business shall pay to the Caterer Rs. _____/- (Rupees _____) (insert amount) as advance (hereinafter referred to as the "Advance") on the date of signing of this Agreement. The remaining amount shall be paid by the Business to the Caterer within [insert number] days of the Caterer providing an invoice to the Business following the conclusion of the Event.
7. The Caterer shall present all the bills in respect of the Services to the Business on the next day after the end of the Event, and the Business shall pay the due amount to the Caterer within [insert number] days of the Caterer presenting the bill to the Business.

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8. The Caterer shall ensure that the personnel deployed at the Venue for carrying out its obligations under the Agreement maintain perfect discipline and behavior and they shall not in any manner cause any interference, annoyance, nuisance to the management of the Business or the smooth running of the Event.
9. The Caterer shall provide all equipments and tools necessary for rendering the Services, and shall maintain such equipments in functional and hygienic condition at all times.
10. The Caterer shall make its own arrangements for transportation of food containers to the designated place at the Venue. The security deployed at the Venue shall have the right to check the material coming in or going out of the Venue and frisk any or all the personnel of the Caterer coming in or going out of the Venue.
11. The Caterer is solely responsible of providing suitable back up or alternate means in case of failure of existing resources, without any loss of time.
12. All operating instructions given in future by the Business to the Caterer and duly accepted by the Caterer in writing shall constitute part of this Agreement. Also, any variation to the basic terms and conditions of this Agreement shall be binding only if made in writing and signed by both the Parties.
13. The Caterer shall not be entitled to assign its rights and obligations under this Agreement or claims against the Business, without the permission of the Business.
14. The Business shall be entitled to terminate this Agreement by giving [insert number] days prior written notice to the Caterer. In case the Business terminates the Agreement due to any reason other than the default of the Caterer, the Caterer shall be entitled to retain the Advance given to the Caterer by the Business at the time of signing of this Agreement. However, if the Business terminates this Agreement due to the Caterer's default of any term of this Agreement, the Caterer shall refund the Advance to the Business within [insert number] days of the receipt of the notice of termination.
15. The Caterer shall indemnify, defend and hold harmless the Business and its officers, employees and agents from and against all damages, losses and causes of action including without limitation damages to property or bodily injury, to the extent caused by: (a) its breach of any terms and conditions of this Agreement; or (b) its negligence or willful acts; or (c) its non-compliance of any applicable law, rule or regulation; or (d) its infringement of any right of any third party.
16. Both the Business and the Caterer agree that the Caterer shall act as an independent contractor in the performance of its duties under this Agreement, and nothing contained herein shall constitute an agency or partnership between the Caterer and the Business. Accordingly, the Caterer shall be responsible for payment of all taxes arising out of the Caterer's activities in accordance with this Agreement.
17. This Agreement in all respects be read and construed and shall operate as a contract, in conformity with the laws of Pakistan, and the courts at [place] shall

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have exclusive jurisdiction for adjudicating any dispute arising hereunder.

18. This Agreement may be modified, extended, enlarged or amended from time to time by mutual agreement and consent of the Parties.

19. SETTLEMENT OF DISPUTE

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Pakistan Arbitration Act, 1940, subject to the exclusive jurisdiction of the Courts of [place].

20. FORCE MAJEURE

- (1) Force Majeure shall mean any event that is beyond the reasonable control of a Party, or the effects of which adversely affect the performance by such Party of its obligations under this Agreement, including, but not limited to, acts of God, sabotage, insurrection, terrorism, riots, hostilities or war (whether declared or not), acts of the public enemy, civil disturbances, any kind of fire, explosion, flood or accidental damage, epidemics, landslides, washouts, lightening, storms, earthquakes, lockouts, blockades, shortage of labor or material, major equipment failure, or other causes beyond the control of the Party affected.
- (2) Notwithstanding anything contained hereinabove, neither Party shall be liable to the other if it is unable to perform any of its obligations under this Agreement due to the occurrence of Force Majeure.
- (3) The Party affected by the Force Majeure event shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded or made impossible by the events of Force Majeure.
- (4) Each Party shall give a notice within [number] days of the occurrence of the event of Force Majeure and shall promptly thereafter consult the other Party for the purpose of finding a mutually acceptable solution to the Force Majeure event.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day, month and year mentioned hereinabove.

**For and on behalf of
The Business**

**For and on behalf of
The Caterer**

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WITNESS NO. 1

Signature: _____

Name: _____

Designation: _____

Date: _____

WITNESS NO. 2

Signature: _____

Name: _____

Designation: _____

Date: _____

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SCHEDULE – I

Scope of work

1. Interior decoration of the Venue including tables, chairs, sofas, covers, napkins, etc.;
2. Floral Arrangement;
3. Supply and Service of cooked food as per the following menu:

 (1) [insert food item]
 (2) [insert food item]
 (3) [insert food item]
4. Supply and service of beverages and drinks;
5. Wait Service.

Service level terms:

1. The authorized staff of the Business shall determine the minimum supply requirements once the invitations to the event are finalized.
2. The Caterer shall not change the menu as listed in this Agreement at any time.
3. The Caterer shall serve the food as per the timings given by the Business.
4. The Business shall, in discussion with the Caterer, determine the dress code to be observed by the staff deputed by the Caterer.