



Schola Europaea  
European School of Mol  
Europawijk 100  
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## TENDER SPECIFICATIONS

procedure n° 2024\_01

# CONCESSION OF SCHOOL RESTAURANT AND CATERING FOR EVENTS

Type of procedure: **Open procedure with publication in the Tender Electronic Daily (TED) of the European Union**

Award method: **best value for money**

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Contracting authority: **European School Mol**

### Part 2- Technic Specifications

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## INTRODUCTION

The present technical specification aims to establish the requirements and standards that must be met by the school canteen services to be contracted, with the purpose of guaranteeing the adequate feeding and nutrition of the students.

This procurement is launched and managed by the **European School Mol** (hereafter ESMOL), referred to as the *Contracting authority* for the purposes of this call for tender, who have decided to launch this call for tenders in order to designate a **Concession for the Service of School Restaurant** with a specialized company in charge to:

- Provide a food service and cooked dishes to the educational community, during school activity days: **Day-to-day Menus** for students (nursery, primary and secondary school), teachers, staff or visitors.
- Prepare **catering and dining services for institutional events**.
- School **canteen service**: Snacks, sandwiches and hot and cold drinks for break-pauses during the academic periods.

The main contracting authority is the European School Mol, acting as agent for the participating entities for the purposes of this call for tenders and the resulting framework contract, publishes the call for tenders and organises the evaluation of the tenders.

The purpose of the contract contemplates the provision of the weekly school restaurant service of the European School, during school hours, with the preparation of cold or cooked dishes based on a monthly schedule of menus that meet balanced and healthy nutritional standards.

On the other hand, specific contracts will be established for the preparation of coffee breaks, catering, menus or cocktails for the reception for the institutional visits of the School management or the events of the Parents' Association, etc. that are previously requested.

It also includes the operation of 1 or more vending machine(s), which the contractor will make available in the authorized places, and which must be replaced with snack products and drinks:

More specifically, this contract aims to :

- a) Concession of management and commercial operation for the service of school restaurant in the European School of Mol, including preparation, management and transport of meals according to the principle healthy nutrition, during the academic calendar.
- b) Sale of snacks during school breaks, with cold or hot products: sandwiches, pastries, smoothies, juices, etc.
- c) Provision of vending machines with a list (approved in advance by the School) of snack products and drinks, including preparation, management and transport.
- d) Services on demand: The contracting authority reserves the right to order, to a lesser extent and on an exceptional basis, catering services on the occasion of certain events organized by the school. These services must be available upon request. These services should also be available outside the school calendar – at least one week before the start of classes, and one week after the end of classes, and could include weekends. For your information, this may include events such as parents' evenings, teachers' back-to-school meetings, etc.
- e) The contract also includes the maintenance and disinfection of the kitchens and their annexes as well as the cleaning of the common areas of the canteens, tables and chairs of the canteen.
- f) Finally, the supervision and training of kitchen and service staff are taken into account, with an emphasis on sustainable food.

This contract has several objectives:

- To offer a balanced meal to school children on a daily basis (health and balanced diet).
- Participate in the education of children in taste and the pleasure of eating, in particular by introducing them to new flavours and health awareness;

### **Acceptance of conditions**

Submission of a tender implies acceptance by the tenderer of the terms and conditions specified in this invitation to tender, in the terms of reference and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. The tenderer assures that he has proved the completeness of the content of this tender and that it is neither incomplete nor ambiguous.

The tender should be submitted and the contract executed in accordance with the laws and regulations applicable.

For anything not regulated in these technical specifications, both the contracting authority and the contractor will adhere to mutually agreed-upon terms at the time.

## **I. SCOPE OF SERVICE**

All technical descriptions outlined in this present plea shall be deemed fully assumed by the contractor. Their fulfilment will be compulsory for the contractor, as they **are considered substantial and essential** for the attainment of the contractual objective.

### **1.1. Description of infrastructure and facilities.**

The Canteen has a total capacity of approximately 400 seats in the dining-room and 75 in the pergola, and is fitted with equipment intended for preparing dishes.

The places of performance of the contract are as follows :

- A community kitchen: 175m<sup>2</sup>
- A self-service counter: 15 m<sup>2</sup>
- Laundry room: 32.5 m<sup>2</sup>
- Dish warehouse for pots and pans, etc.: 15 m<sup>2</sup>
- Space with dishwasher with conveyor belt: 70 m<sup>2</sup>
- storage rooms: 30m<sup>2</sup> - 12m<sup>2</sup> - 33m<sup>2</sup>
- Cold rooms: 18.75 m<sup>3</sup>- 10.75 m<sup>3</sup>
- Freezer: 22.8 m<sup>3</sup>
- The refectory: 525 m<sup>2</sup>+ Pergola veranda: 121m<sup>2</sup>
- Toilets available to canteen staff: yes
- Ladies' changing room + 2 toilets and showers and 2 x washbasin: total 23 m<sup>2</sup>
- Men's changing room + 1 toilet and 1 shower and 1 x washbasin: total 12 m<sup>2</sup>
- Office: 60 m<sup>2</sup>
- Living room: 10 m<sup>2</sup>

It should also be noted that the facilities are final (schools will not make any purchase, rental or other form of provision of additional equipment) and that, by attaching to the tender the certificate of visit to the premises, the applicant declares that he or she has become aware of the facilities and their definitive nature.

ESMOL reserves the right to decide to close the facilities, without the closure bringing about entitlement to any indemnity.

When the catering facility closes or will close for e.g. renovation the contractor responsible for this facility will be informed 90 days in advance in writing (e-mail permitted). A renovation of the Canteen serving area is planned in 2019/2020 and may thus occur during the running of the contract.

Special arrangements for service during this period of renovation will be discussed between ESMOL and the contractor

The authorization to use and operate the premises, granted by the contracting authority to the service provider, does not entail **any right to acquire the** premises, as described in the rules on professional, administrative or commercial leases, nor does it create a commercial property right.

The service provider may not raise any objection or claim against any compensation due to variability arising from the operation of the school, the execution of works in the building or an accidental interruption of the supply of water, gas, electricity or heating, the operation of lifts or any other service or installation.

The service provider shall not waive, assign, sublet or contribute to a company or any other third party, in whole or in part, the rights and obligations in connection with this contract, failing which the contract will be terminated immediately by the contracting authority, without any right to compensation.

The contracting authority may install in those premises all the information and instructions it deems necessary

## 1.2. Calendar and timetables.

Activities will commence annually based on the academic calendar, from the last week of August (included) to the first week of July (included) of the following year. The academic year calendar will be provided every year.

Excluding student vacation periods, the remainder of the year the service provider must offer the service within the following minimum timings:

	<b>Mondays</b>	<b>Tuesdays</b>	<b>Wednesdays</b>	<b>Thursday</b>	<b>Fridays</b>
<b>Break- Pause for snacks and drinks *</b>	From 10:45 to 11:15				
<b>Lunch for Nursery</b> (Served on site Nursery building)	From: 11:00			From: 11:00	
<b>Lunch for Primary school</b>	From 11:30 to 13:00			From 11:30 to 13:00	From 12:30 to 13:30
<b>Lunch for Secondary school</b>	From 12:00 to 14:00			From 12:00 to 14:00	

\* Every Wednesday of the academic calendar, the canteen service must be provided during the short break (10:45-11:15).

## 1.3. Minimum technical team staff.

The contractor will be required to employ qualified staff, in **sufficient numbers** to ensure the technical capacity of the canteen service, as well as a prompt and correct service. These staff must, in all circumstances and taking into account the fluctuation of the number of visitors to the canteen, behave correctly and politely, and ensure prompt service.

To this end, the bidder will have to comply with the minimum requirements in terms of personnel assigned to the contract, as described below:

### 1.3.1. Kitchen staff (excluding nutritionist and contract manager):

N o.	Profession	Category	Hours per week	Contract	Minimum Qualifications
1	Chef de Cuisine	8-9	Full time (30.40/38.00)	Indefinite contract of 7,6h per day (Monday, Tuesday, Thursday and Friday)	Diploma and 5 years of experience
1	Kitchen staff and Cashier server	4-5	(30.40/38.00)	Fixed-term contract of 7,6h per day (Monday, Tuesday, Thursday and Friday)	Diploma or 3 years of experience
1	Kitchen staff	4-5	(24.00/38.00)	Fixed-term contract of 6h per day (Monday, Tuesday, Thursday and Friday)	Diploma or 3 years of experience
1	Kitchen staff	4-5	(24.00/38.00)	Fixed-term contract of 6h per day (Monday, Tuesday, Thursday and Friday)	Diploma or 3 years of experience
1	Kitchen staff (Assistant and dish washing staff)	3-4-5	(24.00/38.00)	Fixed-term contract of 5,25h per day (Monday, Tuesday, Thursday and Friday) and 3 h on Wednesday.	3 years of experience

Within this contract, the contractor cannot, without prior consent of ESMOL, decrease the organisation structure to less than the minimum number of staff presented in his tender or modify the total number of hours. Internal transfer of staff is only allowed when the contractor's staff has at least equal qualification.

In case of effective increase or decrease of the frequency of clients, the contractor shall increase or reduce the number of hours of the staff working there.

The contractor shall guarantee that his staff members, including replacement staff members, have the minimum necessary skills to use the available equipment correctly. If this is not the case, the contractor shall organise training for the staff before taking up duties.

In order to guarantee perfect continuity of the services, the contractor shall immediately replace any person who is absent, regardless of the reason for such absence. The replacement shall have at least an equivalent qualification to the person who is absent.

The contractor will be responsible for the staff, including:

- Medical controls, with a certificate proving suitability for the positions (on recruitment and once per year);
- The contractor must provide his workers with uniform clothing and protective equipment (gloves, hats, etc.)
- Continuous training in professional skills (cooking, laboral risks, presentation of the table, etc.)

Where appropriate, their full identity, work permit and qualifications shall be communicated to the contracting authority prior to the commencement of the services, with a view to awarding them an access badge for the duration of their services. For security reasons, the service provider shall notify the contracting authority immediately and in writing of any changes in personnel. It will return the access badges.

The service provider undertakes to take into account the instructions and comments of the contracting authority and to inform its staff immediately if certain measures prove necessary

Staff must scrupulously comply with **hygiene standards**, both in their actions and in their work clothes. The contracting authority reserves the right to require the dismissal of a member of staff for serious misconduct or for safety reasons.

Staff employed by the service provider shall have access only to those premises where their presence is justified for strictly professional reasons, and only if the dining halls are open. Any presence not justified for service reasons must be subject to prior authorization by the contracting authority. Staff access the premises with their access badge and only via the main entrance.

Staff **attire** must always be impeccable, wearing a cook's hat or headdress is mandatory. Men are not allowed to wear beards.

Smoking is prohibited in the premises, at all times.  
Hand-jewellery and nail polish are not permitted.

### **1.3.2. Dietitian/Nutritionist**

The Contractor will appoint a nutritionist approved by the Federal Public Service of Public Health of Belgium who will be in charge of preparing and controlling the menus for the European School of Mol.

The nutritionist must have a specialization in **paediatric dietetics** or have a minimum of 3 years of experience in preparing healthy and sustainable meals in schools of children aged 3 to 18 years.

From the first meeting following the signing of the contract, the Contractor will confirm the identity of the registered nutritionist assigned to this contract.

This nutritionist must send a monthly menu plan to be approved by the Authority Contracting, no later than two weeks before the start of a month (in order to publish in the weekly message for parents sent by the school)

Any changes to the menu, even those caused by an unforeseeable event, shall be reported to ESMOL and clearly displayed to the customers. A complete and detailed proposal of menus that the tenderer intends to offer, representing each season of the year, should be provided with the tender.

### **1.3.3. Manager/Supervisor-coordinator**

The Contractor will appoint a manager, responsible for the contract, who will ensure contact with the representative of the contracting authority (**only one interlocutor of the contractor**). He/she will have the knowledge and experience required for contract management in this area (minimum of 5 years as responsible for supervising, managing and/ or executing contracts for school or universities canteens within the territory of the European Union), and to deal with environmental and well-being aspects at work, related to the market.

This person will be responsible for the supervision, management and execution of the contract and its proper implementation and will participate at the request of the contracting authorities in the scheduled meetings or committees and/or carry out the necessary inspections to monitor the performance of the contractual services.

This person must be present in the school canteen, at least one day per week.

This person must be able to communicate in Dutch (in addition in English and/or French)

From the first meeting following the signing of the contract, the Contractor will confirm the identity of the person responsible for the management of the contract (including any substitutes in case of absences).

### **1.3.4. Laboral and Social provisions**

The contractor undertakes to comply with the regulations on the protection of employees and the working conditions in force at the place where the contract is to be performed during the performance of the contract.

The service provider undertakes to remunerate its staff in accordance with the applicable social laws (including collective labour agreements, social security services, occupational accident insurance, etc.). All these financial charges are included in the prices mentioned in the tenderer offer.

The contracting authority reserves the right to carry out the necessary checks and checks directly at the service provider's premises to ensure that the applicable social and equal opportunities provisions are complied with. Such checks and controls may be carried out, in whole or in part, by an external body authorised to do so by the contracting authority.

Where it is found that the service provider does not comply with the requirements in question or refuses to allow the contracting authority or the mandated external body to carry out the investigations, the contracting authority may terminate the contract.

Workers' salaries must be paid no later than 6 days after the end of the monthly payment. Otherwise, the contracting authority may impose penalties on the contractor.



For all workers, the “general use and custom” must be respected regarding discontinuous processes and interruption of their annual contracts (including compensation and replacements for vacations or compensation, etc.). Nor may the recognized professional categories or their contribution bases to the Belgian social security be reduced.

#### **1.3.5. Language of services**

The service provider will ensure that staff who are in contact with the canteen users speak, at least English and Dutch (and additionally French will be an asset).

They should be polite and courteous to all students, staff and visitors. Failing this, the contracting authority may refuse such staff.

#### **1.3.6. Contractual transfer**

Legal provisions regarding upholding workers' rights in the event of a change of employer due to a change of business (*collective labour agreement No 32bis, cf. Royal Decree of 25.2.1996, Moniteur Belge 26.3.1996*) shall be respected.

#### **1.3.7. Qualifications**

The services are carried out by qualified staff, with good character, with proper dress and behaviour in all circumstances.

In general, the contractor shall guarantee the qualifications, skills and abilities of his staff in accordance with classification corresponding to each position. For counter service staff, one year of professional experience is required. For dishwashing positions, basic experience is required.

#### **1.3.8. Staff training**

The contractor shall at his own expenses ensure that his entire staff is correctly and regularly trained to implement and follow health and safety rules in accordance with the current legislation as well as new working methods for the respective job. This includes food safety, hygiene and cleaning in line with HACCP rules. When a member of staff is hired, they shall receive appropriate training in food safety and staff hygiene before taking up duties. Suitable training sessions to maintain and upgrade the skills of all staff in this field shall be provided at least once a year.

The contractor must offer training courses, with a minimum of 15 hours per year and per worker in new techniques of cooking and presentation of dishes, new food products, foreign languages, food safety, prevention of risks, waste minimisation, management and selective waste collection as well as in product information (origin, environmental and social quality of the products), etc.

The time and place for receiving training will be agreed upon with the workers, and it may be conducted online. However, in all cases, the training must take place within each worker's paid working hours.

The contractor must provide a report indicating that the staff has received the appropriate training and instructions for the company's activity and the training in staff health and safety (on recruitment and at least once a year).

The contractor will present a training plan once the contract is awarded and, at the start of the contract, a certificate stating the training undertaken by both new and permanent staff will be submitted to the contracting authority.

These training sessions shall be organised and carried out by the contractor's inhouse service or with professionals in these field and respective certificates shall be forwarded to ESMOL.

Within 3 months of the award of the contract, the successful tenderer must submit a plan to train the kitchen team. This training must be continuous. The successful tenderer systematically communicates the dates of the staff training.

The successful tenderer undertakes to provide the contracting authority with its know-how, such as:

- The use of the best working methods.
- monitoring the proper performance of services.

- the search for solutions to the problems encountered.
- the development of the quality of the services provided.

### 1.3.9. General clauses

Throughout the entire service contract, the contractor is and remains the employer of his staff.

The contractor undertakes to employ enough qualified staff to guarantee performance of his contractual obligation and minimising the turnover of his staff, particularly during holiday periods.

In order to guarantee the quality and stability of his services, the contractor shall have a mobile team made up of qualified staff available at any moment to replace absentees or, if necessary, to occasionally reinforce specific teams.

On entering employment, all staff shall undergo a specific medical examination for people who come in contact with food. This medical examination shall demonstrate that the employee does not have any viral diseases or pathogens, which could contaminate the food. The employee shall undergo this same type of examination every year.

The contractor shall submit his staff to all investigations required by the Security or Medical Service of ESMOL.

For each person assigned to perform services within the service contract, the contractor shall provide proof before the start of the service and upon any changes, the following documents and information: surname, name, nationality, date of birth, technical qualification(s), experience, the required diploma(s), training, level of linguistic skills, full address, model 1 criminal record, medical certificate proving fitness for the positions, curriculum vitae with certification from previous employers, the type of work permit, actual statements of employer's contributions, O.N.S.S. (Belgian Social Security Office) records.

In the case of contagious illness of one or more members of staff, the contractor shall immediately inform the medical service of ESMOL and shall send the medical service all the necessary medical details. Before the employee returns to work, the contractor shall send the medical certificate (results of the examination) to the medical service of ESMOL, which shall demonstrate that the employee no longer has the contagious illness (viral), nor pathogens, which could cause contamination when handling food. However, the medical service of ESMOL reserves the right to request further information and analyses.

The contractor shall obtain from all his members of staff a written agreement to keep all information, which they have learned while carrying out services confidential, and not to divulge it to third parties or use it for the personal gain of themselves or third parties. They shall not make any document or information public even after they have ceased to be assigned to these services.

Temporary staff and students shall be subject to the same requirements. For temporary staff, the written agreement only needs to be signed after more than five days of consecutive service.

### 1.4. Mobile APP

The contractor will provide a mobile APP (available on both Android and iOS devices) for the purpose of communicating with families.

This application should be able to:

- Create a new user account linked to prepaid cards (Mifare RFID-enabled badges) and modify user data.
- Recharge credit on the card.
- Check the balance of funds on the card.
- View the list of meals purchased by the student each day.
- Generate an instant messaging alert to parents (SMS or WhatsApp, etc.) when the balance is below 15€.
- Publish the monthly menu.
- Provide a suggestion and inquiry mailbox with the contractor (types of inquiries: with nutritionists, user errors, etc.).

The user identification and validation system, account or password recovery, should be instant via the linked email. It should be noted that some families have more than one child in school, so the system should allow for creating multiple users linked to the same account.

This app should be available from the beginning of the academic year.

## 1.5. Payments management.

**For meals during school days:** The authority contracting will not intervene in the payment of school meals, vending machines, etc. This means that the contractor must have its own system for managing payments, directly with the students' families.

Cash payment will be definitively prohibited.

The contractor must provide the following two systems for payment:

- a) **Online payment:** The payment of school meals is made by the parents of the registered students directly on the seller's website or mobile APP (available in French, English and Dutch.), allowing different payment methods (**Bank transfer and online payment by debit or credit card**).

The website or mobile APP must contain information about:

- Credit reloads on cards instant balance update,
- Menu information,
- Price listings,
- Consumption information for each user.
- Instantaneous password registration and recovery system
- And it must send any alert (SMS, WhatsApp or email) when the credit is less than 15€

### Mandatory Badge Specifications:

The electronic cards or badges will be provided by the contractor, working with **Mifare RFID-enabled badges.**

The first card created cannot have a cost greater than 7€ per student.

Once a student has the card, it can be reused in subsequent years, at no additional cost.

If there is an additional cost, such as ordering a new badge, it must be mentioned at the time of online payment. But the cost cannot exceed of 10€ for a second card.

- b) **Cash register in situ:** The contractor must include a minimum of 2 cash stations, each including 1 badge-reader and 1 POS terminal for payment (total 2 badge-readers and 2 POS terminals). The POS terminals will be for payments via debit or credit cards.

**Data protection for payment:** The service provider will have to implement security and confidentiality measures in the implementation of an online sales system for the school community. As the person responsible for the processing of the data carried out by this online system, it undertakes to comply with the obligations and rights relating to the protection of personal data established in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

In any case, the contracting authority cannot be held liable for late payment, or any other difficulty encountered by the service provider. The contracting authority shall not pay any advance payment or advance on services provided or to be provided in connection with school meals.

If any student were to run out of credit when paying for their daily meal, the meal will be provided, and the student's name or card number will be recorded to be reconciled with the balance once the parents replenish the credit. However, if such circumstance persists for a duration exceeding 2 days, the contractor shall notify the School in order to communicate this with the family.

## **II. TECHICAL DEVOLOPEMENT**

### **2.1. Menus.**

The provider must develop balanced menus that include a variety of foods from different nutritional groups, taking into account the preferences and needs of the students.

The choice of dishes shall be clearly identified in the Canteen; the prices shall be visibly displayed.

All dishes shall be displayed in English, French and Dutch with a full description of their composition (all basic ingredients and seasoning).

The presence of major allergens shall be indicated (e.g.: possible presence of peanuts, nuts, eggs, gluten, milk, mustard, shellfish, sesame seeds, lupine, molluscs, celery, sulphites, soy, fish, etc.).

The services provided in the Canteen include, but are not limited to:

- preparation of meals (modular) including fried and grilled dishes.
- preparation of sandwiches, fresh salads and cold dishes.
- preparation of desserts and cakes.
- finishing and presentation of the dishes and menus.
- carrying out seasonal themed activities: special menus, one special week per month, Christmas menu, etc.
- organise occasionally a dinner in the evening (on demand)
- staffing at cash registers, payments, control of cash flow, management of receipts.
- management of food stocks (first-in first-out method).
- management of physical and disposable inventory.
- setting up the counters.
- preparation and management of orders (anticipating needs, statistics, contacting suppliers, etc.).
- receipt and control of food products, beverages and inventory.
- dishwashing and cleaning all equipment in the production and distribution zone, such as cupboards, ovens, refrigerators, counters, refrigerated display cases, work surfaces, floors, walls, etc. according to HACCP based hygiene legislation.
- assessment of quality and nutritional value of dishes served including advice by a qualified and accredited dietician.

All items to be offered in the Canteen are listed in the economical offer. This list comprises the minimum choice of dishes and beverages required for restaurants and self-services. Beyond this required range, the tenderer can offer other dishes and services and establish the price range he intends to implement, under the authorization of the European School.

Depending on the age group, here is a description of the Menu, Self-service and snack meals that will have to be served in schools. The meals to be served will be differentiated between Menu type meals (with starter, main course and dessert) and Self-Service type meals:

NURSERY	PRIMARY SCHOOL	SECONDARY SCHOOL AND ADULTS	
<u>Menu<sup>1</sup> “mini”:</u> <input checked="" type="checkbox"/> <b>Starter:</b> Soup, creamy soup or salad. <input checked="" type="checkbox"/> <b>Daily main course</b> or veggie option. <input checked="" type="checkbox"/> <b>Dessert:</b> fruit, yogurt or pudding cake.	<u>Menu “mid”:</u> <input checked="" type="checkbox"/> <b>Starter:</b> Soup, creamy soup or salad. <input checked="" type="checkbox"/> <b>Daily main course</b> or veggie option. <input checked="" type="checkbox"/> <b>Dessert:</b> fruit, yogurt or pudding cake.	<u>Full menu “normal”:</u> <input checked="" type="checkbox"/> <b>Starter:</b> Soup, creamy or salad. <input checked="" type="checkbox"/> <b>Daily main course</b> or veggie option <input checked="" type="checkbox"/> <b>Dessert:</b> fruit, yogurt or pudding cake.	<u>Combo-Smart Menu:</u> <input checked="" type="checkbox"/> <b>Main course (large)</b> <input checked="" type="checkbox"/> <b>Soup or Dessert</b>
			<u>Buffet-bar :</u> <input type="checkbox"/> <u>Soup</u> <input type="checkbox"/> <u>Salad bowl</u> . <input type="checkbox"/> <u>Sandwiches or paninis</u> , or <input type="checkbox"/> <u>Wraps, Pitas, Tacos or Burritos</u> .

### 1. Line of hot dishes: Daily menu:

- Soup of the day<sup>2</sup>** (*Including an optional piece of bread or bread crumbs for primary and secondary*);
- Main course (mini, mid, normal or large)** with a serving of : Meat/ poultry/ fish / egg product/ cereal-legume combination. There must be a vegetarian alternative, offered every day and/or "Hypoallergenic" alternative should also be available every day, but upon prior request.

All main course must contain a minimum of (approx.):

- Proteins: 35%
- Carbohydrates: 35%
- Fiber and vitamins: Vegetables 25 %
- Mineral and lipids: 5%

For secondary school students and adults, there will also be an option called “**combo-smart**” that will consist of the same main course of the day, but with a larger portion, which must be accompanied by a dessert.

- Dessert:** with a variety of:
  - Fresh fruits (every day). Seasonal fresh fruits<sup>3</sup> (except in the months April, Mai, June when seasonality does not need to be taken in account). The fruit must be served still prepared (type fruit salad)
  - Yoghurts or puddings (one day per week).
  - Cakes or Ice creams (one time per month).

During the menu services, the sale of snacks at the bar (pastries, chocolates, etc.) will be strictly prohibited, except for secondary school students.

### 2. Line of cold dishes: Buffet-bar:

- Sandwiches or paninis** (with a selection of various breads (dark and white, not deep-frozen); vegetables and garniture (if a second protein or sauce, with extra cost).  
It will also be necessary to provide ready-made sandwiches, ready to be eaten.
- Salads:** with a variety of raw vegetables available. It will also be necessary to provide salads already prepared, ready to be eaten (such as salad bowls). A suggestion salad could be using of vegetable protein sources such as lentils, chickpeas, etc. Seasoning of the salads shall be done with oil, vinegars, spices, etc. Industrial sauces such as mayonnaise, ketchup, cannot be used for the preparation of the salads; salad with mainly seasonal vegetables.

### 3. Line for Pause Breaks:

- Brunch:** Sandwiches, Sausage Rolls, Pan-pizza, Foccacia, Cheese-Ham, Puff pastry, etc.

<sup>1</sup> See grammages list, on depending the age of the dinners.

<sup>2</sup> Soup made from fresh vegetables (if stock is included in the recipe, it shall be a vegetable stock, except in non-vegetarian soups which are allowed no more than once a week);

<sup>3</sup> The calendar of Leefmilieu Brussel shall be used as reference for the seasonality of fruits and vegetables.

- b. **Viennoiseries**<sup>4</sup>: Croissants, Muffins, Pain au chocolat, Pain au raisins, Berliner, Palmier, Brioches, Brownies, Freshly baked, etc.
- c. **Drinks**: Smoothies, Fruit juice, water, hot-chocolate.

\*The sale of coffee to students is not allowed<sup>5</sup>.

## 2.2. Events and catering services

The contracting authority reserves the right to order and authorize, to a lesser extent and on an exceptional basis, catering services on the occasion of certain events organized by the school or the Parent Association. These services must be available upon request.

These services should also be available outside the school calendar - at least one week before the start of classes, and one week after the end of classes, as well as in the evenings or on weekends. For example, this may include events such as parents' evenings, teachers' back-to-school meetings, during which sandwiches, pastries and hot and cold drinks will be provided.

In this case, ESMOL will send a request for quotation to the contractor. However, ESMOL or the PA reserves the right to refuse the contractor's offer, and to award the order, as well as the use of the kitchen, outside the school use period, to another bidder, if their offer is economically more advantageous.

The contractor shall provide additionally the following related services for special events (official receptions, graduations ceremonies, retirements, promotions, conference caterings etc.):

- Institutional lunches or dinners.
- Coffee-breaks.
- Meeting beverages services.
- Meeting catering services (aperitifs, meal, drinks).

In the event of a private event, the staff member can contact the contractor directly, however after having received the prior authorisation by the ESMOL

The services shall be offered either:

- During office hours; from 8:00 to 17:00
- Outside office hours; after 17:00 or weekends (with the application of extra cost for workers hours)

(The majority of services are required within the hours of 9:00 to 17:00 from Monday, Tuesday, Thursday and Friday and, exceptionally, at the weekend.)

Once, the event will be finish, the locations shall be restored to their initial state by the contractor.

The length of service is normally one hour but can be extended upon request of the requesting service of up to one hour and a half all dishes and drinks included.

For both sanitary and gastronomic reasons, the temperature of the dishes shall be optimal at the moment they are served, whether for hot dishes (55 C) or cold preparations (from 3 to 7 C).

For mixed buffets, the total weight of the dishes shall be no less than 150g per person.

The wine list shall contain a range of red and white wines which come from European Union Member States representing the variety. The wines are served at the right temperature, considering the type of wines but never

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<sup>4</sup> The sale of *viennoiseries* to primary and preschool students will not be allowed at any time. Only it is allowed for secondary and adults.

<sup>5</sup> It is only allowed to teachers, staff and adults visitors.

exceeding the following limits: between 10 and 14 C for white wine (depending on the wine the lower limit may be decreased to 8°C) and between 15 and 19 C for red wine.

Minimum settings for a served meal table are as follows:

- Table set (linen, napkins, etc.<sup>6</sup>), salt and pepper, butter dish, bread plate, main plate, cutlery, water glass, wine glass (if wine is asked).
- The contractor shall provide the staff uniforms. The uniforms will be classic and suitable for the level of service, shall match and shall be clean, ironed and worn properly.
  - Service staff:
    - Men (kitchen): long apron, black trousers, white or black shirt, black socks and shoes;
    - Women (kitchen): long apron, black skirt or trouser, white blouse, classic black shoes (low heels).
    - Waiter/Maitre: jacket, trousers, shirt, apron, chef's hat or cap, classic black shoes.

At some catering events, such as institutional meals, the presence of a waiter/*maitre* may be required, who will be present to serve the table or attend to the diners. This person must dress elegantly, with an appropriate image and grooming. If the event takes place during the hours when menus are being served to students, the minimum staff requirement cannot be compromised.

### 2.3. Vending machines

The contractor shall provide vending machine(s) stocked with beverages and snacks, and shall be responsible for managing maintenance, product replenishment, cleaning, etc. The machines should offer at least 50 products (25 for drinks and 25 for snacks)

The machines must be operational, at least during the academic calendar (from the first week of September to the first week of July, inclusive).

All management of the machines will be the responsibility of the contractor, who will be the full owner of them or, alternatively, through subcontracting, leasing, or other arrangements with an external company.

Additionally, the costs or investments in these machines cannot be passed on to the contracting authority. Once the contract is terminated, the contractor may remove the machines.

Payment system with RFID and debit/credit cards.

Available Languages: English (other additional languages will be an asset)

No alcoholic beverages, chewing gum, or tobacco may be offered.

**It is proposed as a list of drinks and snacks validated in advance by the school.** The inclusion of healthy products will be valued :

- 100% natural fruit juices, no sweeteners, no added sugars
- Plant-based beverages containing at least 50% plant-based beverages, no added sugars, no artificial sweeteners, no additives and natural preservatives.
- Fresh, whole or minimally processed fruit that contains no added sugars.
- Nuts without sugar or cocoa coating, without added sugars or fats, not fried or roasted in oil, low in salt.
- Diet cereal bars, rice or corn cakes, diet biscuits, snacks and sandwiches with ingredients of vegetable origin, ham or canned fish, without sauces or additives.
- Low fat, not more than 35% kcal, low proportion of saturated fat, no more than 10% kcal.
- Generally natural products, with no sweeteners, no added sugars, no artificial additives, low in salt, natural preservatives, low fat content.
- Absence of fatty acids, except those naturally present in the products.

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<sup>6</sup> The contractor will be in charge to wash, to starching and to iron the table set, in a professional way.

- Absence of products containing palm kernel or palm oil
- No or low proportion of hydrogenated fats

## 2.4. Preparations and logistics

The preparations will be varied and balanced, appetising and pleasant in flavour. The dishes are neatly and attractively presented (i.e. with a variety of colours). The meals will be of impeccable quality and of pleasant presentation in order to please the audiences for whom they are intended. For all age groups, it is recommended to vary the colours on the plate, as well as to use contemporary forms of presentation of certain preparations (wraps, etc.).

Meals should be varied and balanced. The successful tenderer is required to take all necessary measures to ensure both an adequate number of daily meals and sufficient portions for all meal components. All according to the tables of nutritional intakes, weights and frequencies presents in the following points of the booklet.

The contractor shall ensure that none of the methods of cooking used will damage the quality, freshness or flavour of the food when the preparations reach the customers (appropriate cooking, at the last minute, not standing for too long in heating cabinets, etc.).

The same dishes shall not be offered on set days or at an interval of less than 8 weeks.

French fries can be ordered one or two days per month (but accompanying some protein ingredients, never as a main dish).

Rich sauces (cream- or butter-based) and cooked fats shall be very limited, and sauces should be optional.

The contractor takes all precautions to provide the service in such a way that the customer does not have to experience a longer than normal wait and that can guarantee quick service (maximum 10 minutes) between arrival in the restaurant and passing the cash register, exceptional events notwithstanding.

Service and consumption areas shall be kept impeccably clean according to HACCP hygiene legislation. Service items (dishes, cutlery, lids, tablecloths, napkins, etc.) shall be quickly re- stocked as necessary.

Special dietary requirements might be asked like (partly) vegetarian, vegan, gluten free or allergies to certain food.

Tap water: Fresh water from the distribution network will be made available to children in sufficient quantities at the beginning of the meal and is replenished during the meal, if necessary, without extra cost.

The Canteen is of the 'free flow' type. Hot preparations are served by the counter staff; items such as cold preparations, salad bar, beverages, desserts, cakes, fruits and soup, are presented as self-service. Tables are usually cleared by the customers. However, if this should not be the case, as an exception, the contractor is also responsible for clearing and cleaning during the service.

### 2.4.1. Food quantities

About quality, the contractor undertakes to provide an excellent quality service, focused on the customers' needs. The contractor is free to order whatever quantities of merchandise in order to obtain the best price and best quality from his suppliers.

The contractor guarantees a high quality of products. The contractor undertakes to have the preparations quantitatively analysed and nutritionally assessed by dieticians.

The contractor shall use the best quality ingredients: fresh, first-class, with pleasant taste and flavour, including organic products<sup>7</sup>, limited footprint products, limited quantity, additives limited to the absolute minimum.

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<sup>7</sup> COUNCIL REGULATION (EC) No 834/2007 of 28 June 2007 on organic production and labelling of organic products and repealing Regulation (EEC) No 2092/91



The contractor shall outline in his tender the means and procedures put in place for the promotion and control of quality and hygiene.

The ESMOL has the right to refuse certain dishes if they do not comply with the health or quality standards put forward.

The EU/international variety of food has to be taken into account.

Canned fruits and vegetables are not allowed with the exception of peeled tomatoes.

The contractor shall only use high quality raw materials, meaning:

- Meat: fresh only; hamburgers should be 100 % meet;
- Poultry: fresh only.
- Fish: fresh (or deep-frozen to a very limited extend).
- Vegetables: fresh whenever possible, deep-frozen only to a very limited extend.
- Pastas: a rotating selection of pasta shall be offered. These shall be served 'al dente' and offered with a choice of sauces (at least two) and cheese(s).
- a choice of fresh deserts (not deep-frozen).
- a choice of sandwiches;
- high quality (extra virgin) olive oil and other salad oils.

The offer must be adapted according to the age group of the different pupils. The recommendations made in these specifications are based on the nutritional requirements specifically contained in the publication of the Superior Council of Health Opinion 9285 – Nutritional recommendations for Belgium.

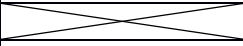
For the preparation of meals, the following weights and frequencies are strictly respected. Any deviation from the tables must be approved by the Contracting Authority.

The control will be carried out first via the bidder's recipe sheets, then by on-site monitoring of the meal preparation process.

The following reference weights for the daily dishes must be respected:

Product	Reference weight (Minimum)		
	Nursery	Primary	Secondary and Adults
Raw vegetables (side dish)	65 g	90 g	125 g
Fish	50 g	100 g	125 g
Red meat	45 g	95 g	120 g
Chicken	50 g	100 g	125 g
White meat	50 g	100 g	125 g
Hashed meat	50 g	100 g	125 g
Lentils, Quorn, tofu, ...	45 g	90 g	120 g
Potatoes, mashed potatoes, ... (cooked)	130 g	180 g	250 g
Pasta (cooked)	110 g	130 g	180 g
Rice, semolina, soft wheat, quinoa, ... (cooked)	100 g	130 g	170 g
Fried (fries, croquettes, ...) (cooked)	150 g	180 g	250 g
Vegetables (cooked)	80 g	100 g	160 g

For the other dishes the following weights apply:

Dish	Reference weight		
	Nursery	Primary	Secondary and Adults
Soup	150 ml	200 ml	250 ml
Bread		30 g	30 g
Grilled red meat (raw)	45 g	95 g	120 g
Grilled chicken (raw)	50 g	100 g	125 g
Pasta dish	90 g cooked pasta, 35 ml sauce, 50g protein, 15 g cheese	125 g cooked pasta, 60 ml sauce, 90 g protein, 20 g cheese	160 g cooked pasta, 90 ml sauce, 110 g protein, 30 g cheese
Fresh fruits	100 g	100 g	140 g
Yoghurt, creamy or dairy desserts, ...	100 g	125 g	125 g
Cakes	25 g	55 g	55 g
Ice cream	60 ml	120 ml	120 ml

#### 2.4.2. Food qualities

The use of fresh, seasonal, and high-quality ingredients is required, as well as the elimination of processed foods and those with high levels of saturated fats and added sugars.

\* As general rule, pre-processed, ultra-frozen or pre-cooked food should be strictly limited

It is generally recommended that **km0 food** shall be used (limiting the ecological footprint). The contractor shall encourage the support of production cooperatives, which will reduce the number of kilometres of transport between the producer and the processor/consumer.

#### Fish

The following fishes can only be served when carrying one of the following labels: ASC/MSC/Organic or friends of the sea):

- **Red list:**

European eel (*Anguilla anguilla*), brill (*Scophthalmus rhombus*), shark (*Selachimorpha*), black scabbard fish (*Aphanopus carbo*), Atlantic Bluefin tuna (*Thunnus thynnus*), spot back skate (*Atlantoraja castelnaui*), deep-water red snapper (*Etelis carbunculus*), gilt-head bream (*Sparus aurata*), Nile perch (*Lates niloticus*), orange roughy (*Hoplostethus atlanticus*) ocean perch (*Sebastes marinus*), Atlantic halibut (*Hippoglossus*), blue ling (*Molva dypterygia*), blue grenadier [hoki] (*Macruronus novaezelandiae*), Siberian sturgeon (*Acipenser baerii*), European sea sturgeon (*Acipenser sturio*), huso [caviar] (*Huso huso*), Striped red mullet (*Mullus surmuletus*).

- **Orange list:**

Squid (*Teuthida*), common shrimp (*Crangon crangon*), brown crab (*Cancer pagurus*), blue crab (*Callinectes sapidus*), crayfish, common sole (*Solea solea*), angler (*Lophius piscatorius*), European bass (*Dicentrarchus labrax*), swordfish (*Xiphias gladius*).

\* The use of *pangasius* is strictly prohibited

Throughout the duration of the contract, in the interests of protecting the sustainability of aquatic populations (sea and freshwater), ESMOL reserves the right to prohibit the use of certain species.

#### Meat, poultry, and egg and dairy products

It shall come from animals raised and slaughtered in the EU (or in third countries that apply rules governing the well-being of farm animals at least equivalent to those applied in EU<sup>8</sup>).

<sup>8</sup> COUNCIL DIRECTIVE 98/58/EC of 20 July 1998 concerning the protection of animals kept for farming purposes

### **Oils**

For cold preparations, the following oils are permitted, olive oil, soybean oil or rapeseed oil.

For cooking, the following oils are allowed: olive oil, sunflower or peanut.

### **Fruit and vegetables**

Fruit and vegetables must be solely and exclusively produced within the territory of the European Union. Only bananas and pineapple shall have a sustainable label (examples: Rainforest Alliance, Fairtrade, UTZ or equivalent).

Only fresh fruit can be used in the preparation of fruit salads.

Vegetables will be fresh or frozen unprepared. Canned goods are excluded except in the case of peeled tomatoes.

Soups: they will be made with fresh or frozen vegetables. The use of powdered stock or cubed broth should be limited and should be low in salt and additives.

Seasonality: At least one fresh seasonal fruit per day must be offered.

Obligation to communicate: All vegetables present in the dish/soup are indicated on the menus (with the exception of vegetables recovered as part of the fight against food waste or vegetables that represent less than 15% of the total weight of vegetables in the recipe).

Seasonal vegetables are highlighted (colour, bold, etc.) on the menu/in the canteen itself.

### **Potatoes**

Freeze-dried puree will be limited to cases of extreme urgency or troubleshooting. Firm-fleshed and local varieties will be preferred, except for mashed potatoes.

### **Products in the 5th range**

The products in the 5th range are ready-to-eat meals prepared in advance, then vacuum-packed; Storage is done in the refrigerator.

The products in the 5th range will be limited to cases of extreme urgency or breakdown (no delivery).

The contractor shall inform the Contracting Authority in case of use of the 5th range products and shall explain the reason for the use.

### **Iodized salt**

In cooking, only iodized table salt is accepted (with a maximum concentration of 15 ppm iodine, i.e. 15 mg iodine per kg of salt), according to the recommendations of CSS5.

### **Coffee, tea, chocolate**

It shall have a sustainable label (examples: Rainforest Alliance, Fairtrade, UTZ or equivalent).

## **2.4.3. Special dietary needs**

The provider must be prepared to offer suitable options for students with food allergies, dietary restrictions, or other special needs.

**A vegetarian<sup>9</sup>, or vegan must be available each day** on the menu., according to the requests made in advance. Parents will fill out a form at the beginning of the year, provided by the bidder, indicating whether or not their children have allergies or other dietary restrictions, in order to plan in advance, the number of meals Vegan and Allergens.

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<sup>9</sup> Definition of a vegetarian meal : A meal that consists of ingredients that do not come from killed animals (and therefore do not contain meat (including chicken), fish, seafood, gelatine, or animal curds). A vegetarian meal is considered complete when it provides enough "meat substitute" protein sources (from 75g to 100g per meal). Examples of good sources of plant-based protein include: seitan, tofu, legumes (lentils, beans, etc.), Quorn, veggie burgers made from the aforementioned products, nuts or products containing nuts, etc.

Parents can also contact the contractor by email, in order to inform about allergies or special needs, under medical prescriptions.

#### **2.4.4. Food hygiene, safety and quality, EMAS (eco-management and audit scheme)**

The provider must comply with food safety regulations, including proper storage of perishable foods, safe food handling, and cleanliness and hygiene of facilities.

All food products used for cooking and given out to the customers must be safe.

The contractor undertakes to respect current Belgian and Community legislation concerning hygiene, HACCP, traceability of products, food safety and any new legislation or Directive coming into force during the term of the contract.

ESMOL requests that food containing palm oil or hydrogenated fats or oils (trans-fatty acids, e.g. margarine) is strongly limited.

For the benefit of colleagues who shall follow a low-salt diet, the contractor shall avoid using too much salt in the preparation of dishes.

In his tender, the tenderer shall provide proof for his HACCP plan (hygiene, training, cleaning, etc.), the organisational structure of the staff in his hygiene department and outline the means and procedures put in place for the control of hygiene and food safety, particularly, but not solely, for:

- control of suppliers.
- receiving and storing goods coming from outside.
- hygiene rules for staff.
- plan for cleaning and disinfection.
- temperature control.
- packing and unpacking.
- control of frying oils.
- freezing and defrosting of products.
- distribution and transport of food.
- management of unsold items.
- taking control samples.
- microbiological and physiochemical control to be made in an accredited laboratory (in accordance with EN/ISO 17025), specifying the type and number of analyses.
- suspicion of food poisoning (steps to be taken in the event of suspected food poisoning).
- plan for training staff on food hygiene and HACCP.
- control of hygiene procedures (by an independent external – specify the type and number).
- health inspections (by an independent external – specify the type and number).

The contractor shall provide his staff with adequate work clothes for working in cold stores.

ESMOL reserves the right to take samples in order to inspect the weight, composition and taste of the products for auditing purposes without prior notice. ESMOL reserves the right to request that the contractor organises periodic inspections of his suppliers. If significant anomalies have been detected, particularly relating to food safety like after inspections by FAVV<sup>10</sup>, corrective action shall be taken immediately and reported to ESMOL. Otherwise, the defective products from the supplier concerned should be prohibited from being used.

The contractor shall request in advance the opinion of ESMOL for any change in work methods on food safety, which may impact the HACCP plan. The contractor shall on request provide ESMOL with all information and explanations of the procedures in place.

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<sup>10</sup> [Federaal Agentschap voor de Veiligheid van de Voedselketen \(FAVV\)](#)

#### **2.4.5. Purchases**

The successful bidder purchases in its name and on its behalf, and stores under its own responsibility all that is necessary for the performance of its mission, namely, but not limited to:

- Food, beverages and ingredients needed to prepare meals.
- Packaging, paper towels provided to diners with meals.
- The products necessary for the cleaning the facilities and detergents required for the washing equipment used, dishwasher products, scrubbers, paper, soap, etc.
- Bags and bins for wastes.
- Kitchen and service linen, serviettes, etc.
- Its own administrative printouts and office supplies;
- Badge validation system (2)
- POS payment terminal (2)

The contractor has to provide its own computer -equipment. The school only provides an internet line and a telephone line.

#### **2.4.6. AFSCA regulations**

The successful bidder undertakes to scrupulously comply with the AFSCA<sup>11</sup> regulations. In the event of a warning or report from the AFSCA, a penalty will be applied.

At any time, the Contracting Authority may request an external body to carry out a hygiene audit. The shortcomings identified during this audit must be brought into compliance within the deadlines determined by the external body.

#### **2.4.7. Safety requirements and risk prevention**

The bidder must :

- Be in valid self-control status with the Federal Agency for the Safety of the Food Chain (AFSCA),
- Have a 'HACCP' – 'Hazard Analysis and Critical Control Points' plan.

The contractor is responsible for the organization of work and the safety of its personnel at the place of operation and respecting the general rules of safety and risk prevention governed by the protocols set up within the school.

ESMOL is not responsible for the maintenance and inspection of work equipment

#### **2.4.8. Sustainability and EMAS<sup>12</sup>**

The European School of Mol is particularly attentive to environmental aspects and applies EMAS Regulation 1221/2009. It requires that the contractor must respect the environmental policy of the European Institutions and the environmental legislation in force in Belgium.

The contractor must implement environmentally friendly procedures and practices and participate in improving the environmental performance of the European Commission. It provides without delay any documents necessary for the European Commission to fulfil its EMAS obligations.

Following the current hygiene rules, the contractor undertakes to manage to the best of his ability all products, dishes and preparations offered in a way that minimises food waste and unsold items which, in accordance with these same rules, cannot be put up for sale again after performance of the service.

After signing the contract, the contractor should implement a procedure, which, if necessary, shall provide for the

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<sup>11</sup> <https://www.favv-afsca.be/wetgeving/hygiene/>

<sup>12</sup> Information about EMAS is available on the website: [http://ec.europa.eu/environment/emas/index\\_en.htm](http://ec.europa.eu/environment/emas/index_en.htm)

recovery of unsold items by offering them to charitable organisations free of charge, within the current rules on hygiene.

In his tender, the tenderer shall explain in detail and evidence the methodology/strategy which he intends to put in place to manage the reduction and sorting of food waste to the best of his ability.

EMAS (Eco-Management and Audit Scheme)<sup>13</sup> is a progressive management system, which aims to improve an organisation's environmental performance on an on-going basis. Following EMAS registration, ESMOL implements a tracking programme, which makes it possible to evaluate measures, control, reduce and improve the environmental impact of its actions. Specifically, ESMOL undertakes to reduce the environmental impact of its daily work and to improve its environmental performance in an on-going manner, including:

- taking measures to prevent pollution and achieve a more efficient use of natural resources (energy, water, paper, etc.);
- taking necessary measures to reduce CO<sub>2</sub> emissions.
- encouraging the prevention of waste while maximising recycling and reuse of waste, and optimising elimination of waste.
- integrating environmental and sustainable criteria in public contract procedures.
- complying with legislation and relevant environmental regulations.
- encouraging sustainable behaviour of all staff.

The contractor shall undertake to respect the current environmental legislation in the area of this contract. The contractor shall guarantee that the information sent by ESMOL on the EMAS programme in general, and specific implementation of measures to achieve environmental objectives are known (through training actions, information, awareness raising. etc.) and applied by its staff.

The contractor shall request ESMOL's opinion in advance for any change affecting the EMAS programme. The contractor shall provide ESMOL with all information and explanations of the procedures in effect for each of ESMOL's requests.

The contractor shall consider all environmental aspects in the context of management/performance of his activities, particularly by:

- limiting water and energy use.
- limiting the use of disposable products.
- using disposable products made from recyclable and/or biodegradable raw materials (napkins, packaging); the use of cups made from polystyrene or similar is not allowed.
- using the most ecological washing and cleaning products (EU Ecolabel or another official ecological label), however hygiene and cleanliness need to be guaranteed.

ESMOL provide the waste containers and garbage collection services, that will not be charged to the contractor, as long as reasonable use is made.

The contractor shall constantly make his staff aware of and closely follow procedures in place at ESMOL regarding energy saving and environmental management.

The contractor's staff and management shall contribute to achieving the EMAS objectives and participate in any audits and inspections carried out in the framework of EMAS in different facilities at ESMOL's request.

Therefore, within the first 6 months of the contract, the contractor will have structured and documented environmental procedures for at least the following areas:

- Evaluation of the most significant environmental aspects of the service provided
- Food selection, manipulation and conservation.
- Waste minimisation and selective collection.

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<sup>13</sup> Regulation (EC) No 1221/2009 of the European Parliament and of the Council of 25 November 2009 on the voluntary participation by organisations in a Community eco-management and audit scheme (EMAS), repealing Regulation (EC) No 761/2001 and Commission Decisions 2001/681/EC and 2006/193/EC

- Reduction of energy and water consumption in food preparation and transport.
- Training.

## 2.5. Cleaning and Hygiene

The service provider will ensure that the legal requirements relating to hygiene that must be followed on the premises of the canteen are strictly observed.

The contracting authority emphasizes that the operation of the canteen by the service provider must be an example of the application of the **strictest** and **most up-to-date hygiene standards** and that this must be achieved by means of a constructive and positive daily attitude.

During the first month of operation, the service provider must submit the following **documents to** the contracting authority for approval:

- A HACCP document for the catering complex, including:
  - A product flow diagram , by product type
  - A table showing potential hazards, precautionary measures, critical thresholds, control procedures and their frequency, corrective actions and recording of results by product type
  - An Entry Plan
  - A Monthly Internal Hygiene Audit Template

The approval of these documents does not in any way relieve the service provider of its obligations in this regard.

The contracting authority may, at any time, consult the inspection documents related to HACCP and maintenance.

The contracting authority reserves the right to control the quality and hygiene of the catering complex (performance of services, collaboration between the kitchen team and staff, condition and maintenance of equipment and premises, storage of goods, control of dishes, etc.).

### External controls:

The service provider also undertakes to have **monthly microbiological analyses** of four samples carried out at its own expense **by a recognized** external firm and to have quarterly hygiene audits carried out, at its own expense, the results of which it shall submit without delay to the contracting authority.

### Cleaning:

The service provider is responsible for the routine maintenance and disinfection of the kitchens and ancillary rooms as well as the kitchen equipment used, for each service. The tenderer shall be responsible for the necessary staff to clean the common areas of the canteens, tables and canteen shelves:

- cleaning the kitchen floor, including visible exhaust outlets and grates.
- weekly cleaning of filters in hoods;
- cleaning kitchen appliances;
- cleaning of distribution counters ;
- washing dishes, glasses and cutlery.
- washing small kitchen equipment;
- tables and chairs in the dining hall and pergola.
- microwaves area.

### 2.5.1. Waste management

The successful bidder shall, at its own responsibility, comply with all planned and future obligations relating to the protection of the environment.

According to the information provided by the contracting authority, the successful tenderer will carry out the selective sorting of the waste: glass, cardboard, plastic packaging, green waste, household chemical waste such as: (but not limited to) frying grease, containers of detergent products, paper, etc.

The successful bidder undertakes to give preference to the most environmentally friendly packaging and packaging, so whenever possible, it will give preference to products packaged in large volumes and returnable packaging.

The waste will be sorted into different containers, separating at least:

- Organic waste
- Paper and cardboard
- PMD (plastics, packaging, etc.)

For which the European School will provide containers for collection and disposal. The collection service for this type of waste will be provided by the European School, as long as it is used in accordance with the service provided.

The rest of the wastes must be treated directly by the contractor.

## **2.6. Equipment made available to the service provider**

The premises, fixed installations, equipment and furniture necessary for the operation of the canteen shall be made available free of charge to the service provider. They are subject to an adversarial inventory prior to the commencement of performance and an adversarial inventory at the end of the services.

In so far as necessary, it should be noted that, by attaching to its tender the certificate of site visit, the tenderer declares that it has become aware of this infrastructure and its definitive nature.

## **2.7. Use of premises**

The service provider is obliged to use and maintain the premises, fixed installations, equipment and furniture in a **responsible manner**. He shall immediately inform the contracting authority of any defect or damage which he observes.

The contracting authority is responsible for the maintenance and repair of kitchen facilities (except in the case of a proposition in the technical offer from the Contractor).

However, the contractor will be responsible for the minor maintenance of these installations (fan grilles, fridge motors, air conditioning filters, hood grilles, descaling of household appliances). Any defect or damage resulting from non-compliance with this obligation, abnormal use of the equipment or gross negligence on the part of a member of the Service Provider's staff will be compensated at the latter's expense.

The service area will also ensure the strict application of the hygiene requirements that must be observed on the premises of the catering complex, in particular those relating to HACCP standards.

The service provider must keep the premises made available to it in a perfect state of cleanliness. To this end, and at its own expense, it shall ensure the normal maintenance and disinfection of these premises.

He is responsible for the maintenance of the canteen, the refectory, the storage areas, the toilets and changing rooms of the canteen, the access to the catering complex and the other premises made available to him.

The updating of wall coverings and the cleaning of windows and curtains shall be the responsibility of the contracting authority, which may have these tasks carried out when it deems it necessary. If damage to the premises is caused by the service provider's staff (e.g. knocks on the walls, in the doorframes or in the doors themselves), the latter will be responsible for their repair and possible refreshment.

Operations related to the hygiene of the premises made available to the service provider are the responsibility of the service provider. The service provider undertakes to have the catering complex disinfected and to thoroughly clean all premises every three months. It also arranges for a quarterly preventive inspection against pests (vermin and rodents) and undertakes to take the necessary measures immediately in the event of the presence of these pests (a duplicate of the invoices relating to these interventions must be sent to the contracting authority).



## **2.8. Use of furniture, fixtures and equipment**

The service provider is obliged to keep the furniture, fixed installations, heavy equipment and any other equipment made available to it in a perfect state of **cleanliness**. He undertakes to use it as a good father.

The contracting authority is responsible for the maintenance and repair of fixed installations and equipment. Any defect or damage resulting from abnormal use of the equipment, lack of maintenance or serious misconduct by a member of the Service Provider's staff will be repaired at the Service Provider's expense. The contracting authority will be liable for these expenses (subject to reimbursement by the service provider), it is sovereign in its power to decide on these expenses and may, in the event of disagreement with the service provider, request an expert report if it considers it appropriate.

The maintenance of fire detection and safety installations, evacuation and ventilation systems and replacements due to obsolete equipment are the responsibility of the Contracting authority, except in the case of damage attributable to the service provider, in which case the costs of repair or replacement shall be borne by the latter.

## **2.9. Use of small equipment**

Crockery, glassware, cutlery and small serving equipment shall be supplied by the contracting authority. The service provider shall ensure that they are maintained and renewed, in consultation with the contracting authority .

## **2.10. Internal communication documents and reports for controls and Inspections.**

The communication activities on the services provided by the contractor include writing and updating communications to be circulated (in English). The communications shall be sent to ESMOL at least 5 working days before the effective date of circulation. It shall be possible to make last minute communications or modifications available to ESMOL quickly.

After receiving the communications to be circulated (in an accessible and usable format, e.g. Word, Excel, etc.) ESMOL shall publish them on the ESMOL's Intranet.

All communications, regardless of their format or medium, shall be validated by ESMOL.

The contractor cannot perform any publicity activities (posters, tombola, competition, promotions, etc.) in the facilities without prior consent by ESMOL.

The paper napkins used shall be white and not bear any logo or advertising (the European emblem is the only design allowed).

### **2.10.1. Canteen Committee**

The contractor may attend the canteen committee sessions to evaluate the operation of the service, proposing solutions to the problems raised, offering information on improvements achieved, etc.

### **2.10.2. Quarterly date operation reports**

The contractor must offer every trimester a Communication with the following information:

- Number of items sold per activity:
  - Served Menus (Nursery, primary and adults), salad bar, etc.
  - Snack during the break pauses
- Number of items sold in vending machines (per references of products)
- Number of the catering events;
- In the event of an inspection or renewal: all certificates and/or inspection reports (FASFC, Bio, MSC, etc.) related to the contract
- The figures of the measures proposed in the plan to combat food waste.
- Complaints received

On the basis of the results of food waste monitoring and/or nutritional analyses and/or customer surveys/complaints, the Contracting Authority reserves the right to prohibit certain meals that are not suitable for pupils. The contracting authority also reserves the right to refuse certain communication actions when the messages are not in line with its vision.

These data reports where the source material taken from various applications shall be sent in a usable format such as an MS Excel table and in one table.

In addition, the successful tenderer undertakes to inform the contracting authority:

- Any shortcomings, inadequacies or irregularities;
- Any addition or modification of the rules and regulations in force, whatever they may be.
- The practical consequences of the above at the level of the central kitchen and the organization of the meal service.

The contractor shall present to ESMOL the following information, documents and reports. ESMOL also reserves the right to order reports from audits of the management of the contractor.

In this framework, the contractor shall be required to provide all documents and information related to performance of the contract required during the work or a through a designated by ESMOL.

- Documents for following the HACCP plan/hygiene plan and other operational procedures in this area (available at any time) for every facility.
- Updated information made available through the Intranet (organisation and services, results of surveys, etc.): on-going communication as it is introduced.
- Follow-up on opinions given by clients and responses to people who provide their contact details: on-going communication.
- Results of the method of sorting and coding suggestions and complaints received from customers: once a month.

### **2.10.3. Information about technical functionalities**

The contractor shall report to ESMOL all damages, disappearances, malfunctions, needs for service, repairs and renovation for everything related to the property made available that belongs to ESMOL as they are discovered and in line with procedures.

Failure to comply with this obligation shall automatically and legally imply recognition of responsibility for the resulting damages by the contractor.

The contractor shall inform ESMOL as quickly as possible (immediately and never longer than within 1 working day) of any anomalies or breakdowns relating to the proper general functioning of the kitchens and Canteen rooms (e.g. electricity, water supply, sewage, paintwork, etc.).

### **2.10.4. Information about the service and customer feedback**

Cumulative to the liquidated damages described in art.II.14 of the general conditions to the contract, ESMOL may impose penalties (lump sum), described in Art. I.14, in case of maladministration of complaints by the contractor according to the following procedure:

- ESMOL shall collect suggestions and complaints received from customers through a functional e-mail service. After evaluation, ESMOL shall send them to the contractor who shall establish a method for controlling, sorting and coding the suggestions and complaints received from customers.
- The contractor shall guarantee a systematic response within a maximum of 10 working days (counting from the date of notification from ESMOL). Before the response is being sent and at least 5 working days before they are due, all drafts of responses shall be submitted to ESMOL for approval.
- The complaints/requests or suggestions shall be considered concluded when a satisfactory response message

has reached ESMOL.

- After the authorised deadline of 10 days, the ESMOL shall send a reminder to the contractor by registered email.

ESMOL shall establish quality criteria on the basis of praise and complaints received throughout the year.

ESMOL shall carry out a 'consumer quality survey' every other year. The contractor shall establish a plan of action to respond to the views expressed by the customers.

ESMOL will make available the results of the survey and the action plan to ESMOL's staff through the Intranet.

Regular meetings (at least 2 per year) between ESMOL and the contractor shall be organised and minuted.

One of those shall be organised when taking up the contract and one before the end of the contract.

#### **2.10.5. Inspections**

The Contracting Authority reserves the right to carry out surprise checks in the canteen to verify:

- compliance with prohibited ingredients,
- recipe cards (the tenderer makes available the recipe cards for all preparations on demand),
- the conformity of communication (allergens, seasonality, etc.),
- any other technical specifications mentioned in these specifications.

ESMOL shall inspect the infrastructure, services, food and staff hygiene through an accredited independent body like the [FAVV](#). These inspections do not in any way relieve the contractor of responsibility for inspection. The ESMOL sends the contractor the results and observations established by the accredited body, for which it is responsible.

The contractor is required to follow up on the observations and requests within 30 calendar days.

ESMOL also directly inspects the quality of services and their compliance with the specifications. This list of criteria is progressive, not exhaustive. Indeed, throughout the entire period of the contract, in exceptional cases of serious negligence, ESMOL reserves the right to add new criteria to the pre-existing ones. ESMOL conducts (by own staff or an external service provider), without prior notification:

- annual audits of the quality of the services and customer service. These inspections may take the form of visits to the facility, taking (free) samples for further analysis of dishes and all other ways of checking the procedures to confirm the conformity of the services, particularly in terms of production/preparation, qualitative evaluation/nutritional assessment, presentation, service, etc.).
- periodical inspections of premises and installations (at least once a year), as with joint inventories of material which shall be followed by restoration;
- periodical inspections of hygiene and general safety (food safety and the safety of the installations) (at least once a year). These inspections can take the form of visits, taking (free) samples for further analysis and all other ways to check installations and procedures (for example, control of temperature of refrigeration appliances using control devices and food products, inspecting the quality of frying oils, etc.).
- additional external inspections and environmental inspections, which shall be carried out by the environmental controller within the EMAS programme.

During the contract, ESMOL reserves the right to modify or add any inspection it deems necessary.

The contractor shall provide ESMOL with a list of his suppliers at the start of the contract and notify ESMOL of any subsequent modifications.

The contractor shall communicate to ESMOL by technological means (fax, e-mail, other) which he considers the most appropriate to guarantee continuous transmission (within at least 1 working day) of information about possible poor results of the analyses.

When a product is classed as 'contaminated' (classes 5 and 6) according to the analyses made by the laboratory appointed by ESMOL, the contractor shall take all necessary measures to ensure that the product is no longer presented for consumption and measures are taken to avoid these problems in the future. The contractor shall communicate to ESMOL all measures taken in this respect.

The Committee on Risk Prevention and Protection at Work (CPPW) of ESMOL can also perform additional periodical and random inspections and, if necessary, from any other accredited body designated by ESMOL.

The contractor undertakes to follow instructions that ESMOL will give him for selective sorting of packaging waste and food.

## **2.11. Overview and inventory**

The premises, large kitchen equipment, plates, glasses, cutlery, tablecloths etc. which are made available shall be the subject of overview/inventory at the beginning of operation, to be made jointly by ESMOL and the contractor. These are considered to be in perfect condition, the contractor shall have the first month of operation to report, if necessary, any anomalies found.

By approving this overview/inventory, the contractor accepts the premises and equipment that have been entrusted to him and undertakes to use and to maintain them within the rules of the trade, in accordance with the manufacturers' instructions.

At the beginning of the contract, ESMOL shall provide the contractor with a copy of the keys for all premises and equipment (drawers, cabinets, fridges, etc.). The contractor shall be responsible for the keys and shall return all of them at the end of the contract. All requests for replacement of locks and extra copies of keys are at the contractor's expense.

Installation of any extra equipment or setting up of movable equipment deemed necessary by the contractor shall be subject to prior agreement from ESMOL. This equipment shall conform to current health and safety rules. Insofar as equipment is installed by the contractor, it shall remain his property and the contractor shall assume full responsibility and maintenance.

The contractor shall monitor the temperature of refrigerators, deep-freezers, etc.

An adversarial inventory prior to the start of the performance and an adversarial inventory at the end of the services will be carried out between the service provider and the authority Successful tenderer, relating to the premises, fixed installations, equipment and furniture necessary for the operation of the canteen.

The contractor may be responsible for possible costs of returning the premises to their original state or missing equipment.

### **2.11.1. Minor equipment and stocks**

Existing sustainable minor equipment which is made available (crookery, cutlery, etc.) shall be subject to an initial joint inventory and a final joint inventory. At any point, in collaboration with its contractor, ESMOL reserves the right to carry out additional joint inventories.

The contractor is responsible for minor equipment as well as kitchen utensils, which are not mentioned in these lists.

## **2.12. Maintenance, repairs and replacements.**

The contractor is responsible for the daily cleaning tasks, cleaning production zones (floors, walls, gutters, drains, windows, etc.), the office available to him, perfect maintenance and cleanliness of the furniture and faultless use of all equipment in the production/preparation/presentation and service zones. Solid waste is collected/taken out and shall never be put down the drains (sink, floor, but also dishwasher, cooking equipment, etc.).

Cleaning (internal and external) of all furniture and plumbing fixtures shall be done daily (without spraying water on the electrical switches). If necessary, de-scaling of the insides of appliances (ovens, dishwashers, etc.) according to the manufacturer's criteria shall also be done by the contractor. Deep cleaning of items during exceptional works, redesigning or other disassembly/reassembly is the contractor's responsibility.

The contractor is required to repair kitchen equipment brought in within 48 hours at most, unless he issues a document that proves that a spare part is currently on order. After this deadline, ESMOL reserves the right to have the broken item repaired and pass the costs on to the contractor.

The contractor's on-site staff shall collaborate to the best of their abilities with the technicians intervening on the kitchen equipment and, as far as possible, shall avoid disrupting service.

In the event that cold storage equipment breaks down, the contractor shall provide, at his own expense, and on a 24/7 basis, the transfer of merchandise contained in the cold storage equipment in compliance with the health and safety rules. In the event of a technical intervention on cold storage equipment, caused by storing merchandise, which is still warm, the contractor shall bear the costs.

In the event of loss of merchandise due to a technical problem, no compensation can be claimed from ESMOL. The contractor shall provide insurance that covers this type of risk.

The contractor's staff shall avoid sticking notices or posters to the walls of premises and on the installations/equipment made available to him.

The contractor shall ensure that inventory labels of the equipment are kept in a good condition and inform ESMOL, if a replacement is necessary. He shall not move items without prior consent of ESMOL.

The contractor shall be required to reimburse ESMOL for all expenses for restoring the premises, installations or replacing equipment when he is liable due to fault or negligence on the part of his employees.

This measure covers not only deterioration or loss, but also unusual wear and tear or breakages due to negligent handling.

The costs of repairs resulting from improper handling (including accidental), overloading (of trolleys, fridges, freezers, etc.) or, for example, poor maintenance or removal of the dishwasher filters (which shall be cleaned with water or dry, without jolting) shall be the contractor's responsibility.

In the event of replacement or substitution of any equipment due to deterioration, it must be reported to ESMOL for the purpose of its disaffection and/or new assignment to the inventory.

### **2.13. Annual Fee**

Tenderers must pay a minimum amount of 1.000,00€ per year (or increase offered in their financial proposal), in general terms of operation of the business.

This amount may be waived only if it so decides at the discretion of the Authority Contracting.  
This amount shall be paid in the form and time agreed annually by the European School of Mol.

### **2.14. Guarantee**

Tenderers must pay a minimum amount of 5.000,00€ for the entire performance of the contract (or increase offered in their financial proposal), as security against damage, non-compliance, or imposition of penalties, deducting or blocking the partial or total amounts determined on the basis of these specifications.

At the end of the contract, the amounts underlying this guarantee shall be authorized to return to the Contractor.

This amount shall be paid in the form and time agreed annually by the European School of Mol.

### **2.15. Surveillance**

The contractor shall make all surveillance arrangements necessary to prevent losses and damages with respect to all property made available to him that belongs to ESMOL.

If, however, dishes are found to have been left in kitchenettes or any other location in the buildings occupied by ESMOL, the contractor can, in consultation with ESMOL, be asked to remove them.

### **III. RESPONSIBILITIES**

#### **3.1. Contractor's responsibilities**

In the framework of this contract, the contractor is responsible for providing the services described in this document. Everything which is not explicitly described in the specifications as being ESMOL's responsibility is considered to be the contractor's responsibility.

The successful tenderer undertakes to perform in accordance with the regulations in force the catering, school canteen service, thermal containerization and meal delivery and maintenance services which are the subject of this contract.

The successful tenderer undertakes to inform the contracting authority of any incident which hinders the proper performance of this contract. This information shall be provided in writing as soon as the successful tenderer becomes aware of it.

The contractor shall be liable for loss or damage to equipment, parts, apparatus, sketches, samples, goods, models, patterns, models and software belonging to the contracting authority and in its possession as a result of the performance of the contract, irrespective of whether they have been entrusted to it by the contracting authority or whether it has purchased them itself on behalf of the contracting authority outside normal use. Compensation in the event of loss or damage shall, at the option of the contracting authority and after consultation with the service provider, be paid either in kind (replacement or repair) or by means of compensation based on the price of their placement on the date of the loss or damage, plus any duties and taxes applied to that price by the national authorities.

Management/operation of activities is the sole responsibility of the contractor, particularly in the field of health and safety.

The contractor is responsible for damages resulting from neglect of his obligations. He cannot claim an impediment to avoid his obligations. In the event of *force majeure*, his obligations can be postponed, but not cancelled.

The contractor shall take all measures to avoid damage to the buildings and installations and shall not hinder the proper functioning of services in the ESMOL. He shall immediately report all anomalies, which he discovers that may cause harm to people and/or property in any way to ESMOL as well as an internal emergency number/ESMOL guards. The contractor shall endeavour to ensure that, there is at least one person who has completed industrial first aid training and at least one person who has completed first response training (this could be the same person).

For all activities, the contractor shall request prior agreement from ESMOL in writing (e-mail permitted) for introducing any new item, which is not contractually stipulated. All new items or services shall be submitted to ESMOL, who shall be responsible for evaluating these products in order to decide whether ESMOL will authorise the sale. Upon written agreement (e-mail permitted) from ESMOL, the introduction of any new item or service during the contract shall automatically be considered integrated into this contract.

The contractor agrees to properly maintain all the equipment made available to him. The contractor shall handle the provision, electrical installation and networking of cash registers, as well as provision of electronic payment systems. Upkeep is the contractor's responsibility as well. In the event of malfunction, the contractor shall contact ESMOL as soon as possible (on the same day) by telephone or e-mail ([mol-procurement@eursc.eu](mailto:mol-procurement@eursc.eu)).

In accordance with the HACCP plan, the contractor shall handle all cleaning of production and serving zones. These include kitchens and all related premises, for example storage premises, dishwashing and the office made available to the contractor (ceilings, floors, gutters, drains, walls, windows, etc.). In the event of non-compliance concerning cleaning, ESMOL reserves the right to carry out this service at the contractor's expense.

Removal of used fats and oils, pursuant to current legislation (and possibly new arising during the term of the contract), is also the contractor's responsibility.

The contractor shall handle supply, service and operating expenditure as follows:

- all purchases of raw materials and other purchases necessary for the facility.
- management of orders and stocks.
- establishment of menus comprising technical specifications and quantitative, qualitative and nutritional evaluations of the dishes including the advice by a dietician.
- preparation of meals (direct production at place).
- preparation, setting up and serving in the facilities.
- daily cleaning and tidying, preservation of the furniture and equipment in the production/preparation/service zones, stocking, service, cleaning of office, etc.
- Cleaning and maintenance products for equipment and costs related to single-use equipment (paper towels, paper towels, soap, cups, disposable and/or biodegradable plates and cutlery, toilet paper, lamps, single-use aprons and visitor caps, etc.).
- deep cleaning of equipment during and after temporary closing or occasional remodelling of the facility;
- management of contractor's employees (particularly: recruitment, regular training, coordination, supervision, direction, supply and maintenance of uniforms).
- control and monitoring of quality, health and safety (procedures, HACCP plan).
- logistics (particularly: transport and deliveries, communication, IT and communication equipment, office supplies, fax, etc.).
- general administrative management (particularly: procedures, service orders, coordination, checking, etc.).
- financial management (particularly: payment terminal transaction fees, accounting, collection of receipts, installation of safes if necessary, invoicing, establishing operation accounts and reports, etc.).
- cash registers: The contractor shall provide the cash registers for the execution of the payments of the meals and beverages in the Canteen and the bar area. In addition, the contractor shall provide a solution for cashless payment. During the execution of the contract, the serving area will be refurbished.
- Contract costs for microbiological analyses, pest control and waste grease removal.
- The installation, in the kitchen, ancillary rooms, of soap dispensers, disinfectant gel, single-use paper dispensers (including their regular supply), the installation of soap dispensers and cleaning products at the entrance of the dishwasher, the installation of water pipes and their supports for maintenance.
- Rental and maintenance costs for table linen, napkins and staff work clothes and hand towels (choice in consultation with the contracting authority, depending on the decoration of the restaurant and with regular change).

The contractor is responsible for applying measures to prevent any risk of theft, fire or water damage or broken glass in the premises made available to him, as well as applying all orders and instructions on security and safety given by the ESMOL.

Tenderers must either commit themselves to taking out relevant insurance for civil and professional liability in this field before the signature of the Contract or confirm that they are already covered by such insurance for an amount of at least 1.500.000,00€ per incident. In the event that tenderers already have these insurances, respective certificates shall be included in the offer. Tenderers who do not yet have these insurances must at least produce a written proof from a recognised insurance company that these insurances can be obtained. At the latest before the contract signature the proof of insurance shall be provided.

The service provider shall comply with all formalities and obligations incumbent upon him for the performance of his profession, pursuant to laws, regulations and police ordinances. It must have all the authorizations required by

law. They are required to comply with the administrative regulations on the beverage trade and the hygiene standards and regulations in community kitchens.

The service provider undertakes to use a recognized body at its own expense to carry out regular compliance monitoring visits once every three months hygiene rules, the reports of which will be immediately forwarded to the contracting authority.

The service provider will have the microbiological analyses and quality and hygiene audits carried out by a recognized organization.

Draft menus shall be forwarded to the Contracting Authority and/or any person designated for this task at least two weeks in advance.

The successful bidder may occasionally be required to make a change of menu if supply imperatives require it to do so. However, it is obliged to notify the contracting authority and/or any person designated for this task as soon as it becomes aware of such a constraint.

At the beginning of each school year, with the first menu, the successful tenderer will present a note, with its logo and that of the contracting authority, describing with a view to raising awareness, the sustainable development objectives it pursues as set by the and as set out in its commitments.

At the beginning of each school year, the successful bidder will have to send a note **to parents** by email, with a form to be filled in case of allergy or dietary constraints of their children. Parents will need to send this information back to the bidder, before the start of the canteen, so that allergens and other dietary constraints are ready for back-to-school menus.

### **3.2. ESMOL's responsibilities**

The Authority contracting and the delegated staff oversee and monitor the management of the whole ESMOL site including the Canteen. Together with a dedicated team the Authority contracting ensures that the contractor meets all requirements on the quality of food, hygiene, consistency of prices and ESMOL staff satisfaction.

The contracting authority shall be responsible for the costs of heating (or air conditioning), the consumption of hot and cold water, gas and electricity as well as telephone calls necessary for the service, connection and internet subscription.

Those provisions do not entail any commitment on the part of the contracting authority to provide a certain quality of water. The contracting authority undertakes only to supply the water which it receives from the water company.

The ESMOL reserves the right to bring in another caterer for special events.

The authority contracting of the European School will be careful to ensure that the food offer offered is of high quality in terms of variety and nutritional balance and takes into account the pedagogical guidelines specific to its structures.

The school must participate in decision-making for the approval of the menus proposed by the nutritionists.

## **IV. FINANTIAL PROVISIONS**

### **4.1. Ordering, invoicing and payment of school meals**

Invoices issued in the name of the School will not apply for any VAT surcharge.

Invoices billed to the Parents' Association will incur VAT charges.

Prices charged to users for the provision of services will include VAT.



## 4.2. Prevision of business exploitation

1°) For **meals during school days**: use of the canteen is optional. For information purposes only and without any commitment on the part of the contracting authority, for the 2023/2024 school year the average is:

- 4.500 menus for nursery
- 8.300 menus for primary school
- 23.000 menus for secondary school (divided into:
  - 11,000 menu passages;
  - 4,170 salad-bar passages,
  - 7830 short break-pause passages)
- 1120 adult passages.

Based on the approximate figures provided:

- Around 80 students in nursery
- Approximately 260 students in primary school
- Roughly 500 students in secondary school

These numbers may fluctuate annually, but they give a general idea of the student population distribution across different levels of education within the academic community.

Registration is managed by the service provider, **directly with the parents and remotely**.

## 4.3. Billings

**For meals during school days**: The contracting authority shall not be involved in the invoicing of school meals.

Parents can register online and pay the number of meals for a period. The amount paid is loaded onto a badge that is used to make the daily payment or paid by POS terminal.

## 4.4. Ordering, invoicing, and payment for exceptional meals

### 4.4.1. Ordering exceptional meals

The order for exceptional meals takes the form of a detailed order form mentioning in particular the description of the service, the price and the turnaround time (date of the event). The service provider shall return a countersigned copy of the order form for confirmation.

The parties may agree on the detailed terms and conditions of the provision of services. These are the subject of an agreement annexed (addendum) to the contract concluded between the contracting authority and the service provider.

### 4.4.2. Charging for exceptional meals

The service provider sends the invoice relating to the exceptional meals to the ESMOL or PA, for the attention of the accounting department, after the event concerned.

The school has a period of 30 calendar days, from receipt of the invoice, to verify its content and, if necessary, send its observations to the service provider (by registered mail with acknowledgement of receipt or by e-mail). If the service provider is asked to correct its invoice or to provide additional information (within a period of twenty calendar days), the contracting authority has a further period of thirty days to verify the new invoice. In the absence of any remarks from the contracting authority within this period, acceptance of the invoice shall be tacit.

The invoice shall state at least :

- The name and address of the school or PA
- The reference and/or date of the purchase order
- Description of the service provided
- Product list and Prices mentioned in euros
- The bank details of the service provider, mentioning its IBAN and BIC codes and its VAT number.

#### **4.4.3. Payment for Exceptional Meals**

Payment for exceptional meals shall be made no later than thirty days from the end of the period for verification of the invoice, possibly extended in the event of correction of the invoice.

#### **4.4.4. Price Revision**

Prices are firm and non-revisable during the first year of the framework contract.

It will only take into account the list of prices initially offered. Price revisions may not be accepted for different reasons (for labor agreements, or other...). It will therefore be understood that on the prices initially offered, all costs (direct or indirect) of the contractor were already contained.

Price revision is determined by the formula set out below and using the trend in the harmonised indices of consumer prices (HICP) [Belgium] published at <http://ec.europa.eu/eurostat/web/hicp/data/database> under HICP (2015 = 100) - monthly data (index) (prc\_hicp\_midx).

The prices are firm and not subject to revision during the first year of the FWC.

At the beginning of the second and every following year of the FWC, each price may be revised upwards or downwards at the request of one of the parties.

A party may request a price revision in writing no later than three months before the anniversary date of entry into force of the FWC. The other party must acknowledge the request within 14 days of receipt.

At the anniversary date, the contracting authority must communicate the final index for the month in which the request was received, or failing that, the last provisional index available for that month. The contractor establishes the new price on this basis and communicates it as soon as possible to the contracting authority for verification.

The contracting authority purchases on the basis of the prices in force at the date on which the specific contract enters into force.

The price revision is calculated using the following formula:

$$Pr = Po \times \left(\frac{Ir}{Io}\right)$$

where: Pr = revised price;  
Po = price in the tender;  
Io = index for the month in which the FWC enters into force;  
Ir = index for the month in which the request to revise prices is received.

## **V. DATA PROTECTION AND CONFIDENTIALITY**

### **5.1. Data protection**

Personal data managed in the context of the performance of the contract will be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, personal data and the free movement of such data. This data processing is only permitted for the purpose of the performance of the contract and its control by the department responsible for data processing.

The service provider, as a data processor, may only act on behalf of the department responsible for data processing, subject to the following requirements:

- 1) It undertakes to guarantee the reliability of the personal data processed in the context of the contractual relationship. To this end, access to the data must be strictly limited to those persons who, for the performance of the service, must have access to it, being strictly in the interest of the subcontractor to share personal data with third parties without the explicit prior consent of the Data Controller.
- 2) Given the risks inherent in the processing and the nature of the personal data concerned, it must take technical and organizational measures that guarantee the confidentiality, integrity, availability and permanent resilience of its processing systems and services.
- 3) The processor may use another processor who will have to comply with the same data protection obligations as those set out in this agreement. In the event that the subcontractors engaged by the Contractor fail to fulfil their data protection obligations, the Contractor remains fully liable to the contracting authority.
- 4) The Processor shall notify the Controller of any personal data breach after becoming aware of it and as soon as possible. This notification will be documented as fully as possible in order to assist the controller in informing the Belgian Data Protection Authority.
- 5) The Processor undertakes to delete all personal data and copies thereof obtained by virtue of the provision of the service subject to this contract, after a maximum period of six months.
- 6) Provide all the information necessary to demonstrate compliance with the obligations provided for in terms of the protection of personal data.

Regarding the location of personal data, the processor shall comply that:

- a) the personal data must be processed exclusively within the territory of the European Union and the European Economic Area and will not leave that territory.
- b) the data must be stored exclusively in data centres located in the territory of the European Union and the European Economic Area.
- c) no access is granted to this data outside the European Union and the European Economic Area.
- d) any transfer of personal data to third countries or international organizations must fully comply with the requirements of Regulation (EU) 2016/679.

The controller shall provide the data subjects with the information provided for regarding their rights.

The Data Controller reserves the right to carry out audits to verify compliance with the established requirements

### **5.2. Use, dissemination and publication of information**

The service provider agrees to the processing, use, dissemination and publication by the contracting authority of the contract or contract-related data on any medium whatsoever, and in particular the name of the contractor, the subject matter and duration of the contract, the amount of the contract and the commerce. In the case of personal data, the provisions of the special terms and conditions apply.

If the service provider wishes to disseminate or publish information related to the contract, the contracting authority must give its prior written consent. In order to give its approval, the contracting authority may instruct the service provider to state the value of the contract or may lay down other conditions. The information disseminated or published must, in any event, state that the opinions given are only the opinion of the service provider and do not

form a formal point of view of the contracting authority.

Unless the contracting authority has given its prior written consent, the service provider shall not use the information brought to its attention for any purpose other than the performance of the contract.

### **5.3. Advertising and confidentiality**

The contracting authority reserves the right, in compliance with the rules on the protection of privacy and trade secrets, to monitor at any time the use that the service provider or its staff makes of such equipment and/or services. The service provider undertakes to inform its staff in writing of this right of the contracting authority.

In case of use for non-professional purposes, or other unsuitable use, a warning is sent to the service provider. If the problem persists, the equipment and/or access to the service is removed. In the event of a problem which it considers to be serious, the contracting authority may withdraw the device and/or access to the service without warning.

The Service Provider undertakes not to disclose directly or indirectly to third parties, whether for advertising or any other purpose, that it is performing this contract without having obtained the consent of the Service Provider prior and written from the contracting authority. It can, however, use it as a reference for other markets.

Without the prior written consent of the contracting authority, the service provider may not use internal or external views of the contracting authority's buildings for commercial or advertising purposes. The contracting authority's authorization may lay down special conditions and may be limited in time.

Unless the contracting authority has given the prior written consent of the contracting authority, the service provider shall be required to keep confidential any facts, information, knowledge, documents or other material communicated to it on a confidential basis by the contracting authority in respect of any unqualified person. The service provider is obliged to do so, even after the end of the service. This obligation shall continue for all information until such time as such information is regularly made public.

The service provider obliges its representatives, staff members, collaborators and any subcontractors to respect this confidentiality.

The service provider undertakes and obliges its staff not to make use of or communicate to third parties any facts, information, documents or other material communicated to it or brought to its attention in the context of the performance of the contract, or any result of its provision of services, where this is necessary is not necessary for the performance of the contract. This obligation shall continue after the end of the performance of the contract.

This Article does not preclude any obligations of the service provider arising from the applicable regulations or from injunctions issued by judicial bodies or competent authorities.

## **VI. PENALTIES**

### **6.1. Penalties.**

The contractor must make every effort to ensure the proper performance of the services requested. In the event of a failure in the operation of the service, except in cases of force majeure, total or partial destruction of the means of work, or delay attributable to the Customers, penalties may be applied to the Service Provider.

Failure to comply with the conditions of performance of the contract, duly ascertained, through a survey, or repeated complaints or following a self-check on the part of the Customers, may be subject to a penalty in addition to any compensation requested.

In particular, penalties may be imposed in the following situations (non-exhaustive list):

- In the event of a delay in the operation of the service (e.g. non-compliance with schedules or late service, from a deviation of 15 minutes).
- In the event of a general or partial interruption of the service.
- In the event of non-compliance in the operation and organization of the service with regard to the requirements of this contract.
- In the event of non-compliance with the legislation applicable in Belgium in terms of health and safety.
- In the event of non-compliance with nutritional requirements in the presentation and preparation of meals (e.g. non-compliance with the frequency of food, non-compliance with weights, etc.).
- In the event of non-compliance with the prescribed minimum staffing requirements
- In the event of non-compliance with the minimum Food Cost
- In the event of non-compliance with the requirements relating to organic quotas, regionality, degree of prefabrication, grading and nutritional requirements
- In the event of non-compliance with the obligation to inform Customers in advance in writing in the event of the temporary unavailability of food components of regional or organic quality, before switching to other products
- In the event of non-compliance with its administrative obligations imposed in this document.
- In the event of delay in the payment of salaries to workers: 20€ per day of delay per worker.

All penalties may be imposed in favour of the Authority Contracting.

The imposition of penalties does not in any way diminish the Claimant's obligation to perform the services in accordance with the question. It is also without prejudice to any other actions that ESMOL or PA may introduce. The amount of the penalties is set as follows:

- First offence: sending a reminder email to the contractor with acknowledgment of receipt.
- Second repeated offence<sup>14</sup>: 500,00€ excl. VAT.
- Third and subsequent repeated offences<sup>15</sup>: 750,00€ excl. VAT.

They are applicable solely because the Contracting Party fails to comply with its contractual obligations.

They shall be communicated to the Contractor by e-mail with acknowledgment of receipt and automatically deducted from any payment to be made to the Contractor, without prejudice to any direct recourse in the event of insufficiency of the amounts available.

The contractor may contest this decision within thirty days of receipt of the formal notification. In the absence of a reaction on its part or a written cancellation by the Clients within thirty days of receipt of the dispute, the decision imposing the payment of damages becomes enforceable. In the event that the Service Provider contests the decision, the AP will confirm in writing whether the claim for damages will continue or be abandoned.

Penalties are based on a 12-month reference period. On the first offence, the reference period begins. If no infringements are committed during the reference period, the offence counter is reset.

## **6.2. Other penalties for non-compliances**

The successful bidder undertakes to scrupulously comply with the AFSCA<sup>6</sup> regulations. In the event of a warning or report from the AFSCA, a penalty of 500€ will be applied respectively.

For information actions: 60€ per information action not carried out.

For fresh and seasonal products:

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<sup>14</sup> After 30 days from the first offense, without the circumstance having been resolved.

<sup>15</sup> After 30 days from the second offense, without the circumstance having been resolved.

- 75€ when the quotas for seasonal products are not respected, with a maximum equivalent to the number of points given to the award criterion.
- 75€ per violation of non-compliance with the use of fresh vegetables. For non-compliance with mandatory ingredients and/or use of prohibited ingredients:

For non-compliance with grammages, frequencies, etc.: 50€ per day of not-compliance.