



Schola Europaea
European School Bergen

Public Procurement No 2023-01

FOR THE EXPLOITATION OF THE CANTEEN AND

THE PROVISION OF CATERING SERVICES

TENDER

Part 2: Technical provisions

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0. Introduction

The main objective of this invitation to tender is to prepare and manage food, packaging and transport of meals that meet the criteria of sustainable development, with healthy and sustainable meals for children aged 3 to 18 for the European School of Bergen (ESB).

The ESB has three sections: a kindergarten, primary education and secondary education.

More specifically, this contract aims to:

- The preparation, management and transport of meals for the school according to the hot link principle. ESB's kitchen is a kitchen for direct production, where meals are prepared on site for their own location.
- Additional catering services: The contracting authority reserves the right to exceptionally order catering services for certain events organised 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 the course, and one week after the end of the course. For information purposes, events such as parents' evenings, teacher meetings, etc. The contracting authority will also use these catering services for the celebrations of the 60th anniversary of the ESB.

This market has several objectives:

- Providing a healthy and balanced daily meal¹ to school children and staff;
- Offering sustainable meals with an eye for fresh, organic seasonal vegetables, the ecological footprint and fair trade;
- Encourage sustainable behavioural change in young people in terms of taste and eating pleasure, in particular by introducing them to new flavours.

The contracting authority wishes to pursue these objectives as follows:

- Accessible: the price of the meals must not hinder their purchase;
- Durable: the contracting authority wishes to reduce the environmental impact of this contract, inter alia by presenting and promoting local, organic and plant products as much as possible;
- Included: the contracting authority attaches importance to respecting diets, whether based on ethical, philosophical or health arguments
- Educational: the contracting authority wants to make children aware of several ways of looking at their diet, in particular by questioning the predominant use of meat-based food.
- The most ecologically possible framework for waste management and cleaning products.

1. Clauses concerning meals

1.1 Hygiene of food

¹ For the concept of healthy nutrition, the contracting authority refers to the recommendations contained in the Good Nutrition Guidelines of the Dutch Health Council (last version 2015) and the recommended daily amounts determined by the Nutrition Centre (www.voedingscentrum.nl). The specificity of the contracting authority means that the food centres of the other Member States can also serve as a reference for healthy nutrition.

The successful tenderer undertakes to strictly comply with the HACCP hygiene code for catering as a lower limit.

At least twice a year, an independent agency, commissioned and at the expense of the contractor, unannounced checks whether the requirements in the catering hygiene code are met. The contracting authority shall receive the reports from the independent agency within one week of its availability. The deficiencies identified during this audit should be remedied within the time limits set by the independent agency.

The contracting authority may at any time request an external body to carry out a hygiene check. The deficiencies identified during this audit should be remedied within the deadlines set by the external body.

In the event of a warning or a formal notice by the contracting authority, a fine of 2 % and 4 % of the contract value will be applied, respectively.

1.2 Safety and risk management

The tenderer must have a *Hazard Analysis and Critical Control Point* plan or HACCP plan.

Preferably, the contractor has an FSSC 22000 certificate, if applicable in schools, unless he demonstrates that he has measures in place to ensure the same result

The contractor is responsible for the organisation of the work and the safety of its personnel on the site. He will comply with the general safety and risk prevention rules laid down in the protocols in force within the school.

The European School is not responsible for the maintenance and control of work equipment.

1.3 Taste Education

For the purposes of taste education, prepared and served meals must not only meet the dietary and nutritional requirements and other special conditions of these specifications, but also be prepared with tasty raw materials whose nutritional and organoleptic properties are respected by appropriate cooking methods; in addition, they must contain the appropriate natural flavourings (herbs, spices...) and guidance with the aim of clearly expressing and/or highlighting the taste of the food served.

1.4 Sustainability

The contractor offers sustainable meals with an eye for fresh, organic seasonal vegetables, the ecological footprint and fair trade.

1.5 Offer and quantity of meals

The offer should be adapted to the age group of the different students. The recommendations are based on the *Good Nutrition Guidelines* of the Dutch Health Council (last version 2015) and the recommended daily amounts determined by the Nutrition Centre (www.voedingscentrum.nl).

For the meals to be served, the ESB distinguishes between menu and self-service meals. Menu meals include:

- 1 day fresh vegetable soup or raw food;
- 1 main course consisting of a serving of protein sources, a portion of raw or cooked vegetables, and a serving of starchy products.
- 1 dessert

Self-service meals must have the following specifications

- A fresh vegetable soup;
- A main course (in small or normal size)
- A sandwich bar, with custom or ready-to-use rolls;
- A salad bar with a variety of raw food and ready-to-use salads;
- A dessert bar with different types of fruit and yogurt.

On order no later than one day in advance, a vegetable menu meal, either a vegetarian meal or an “allergenic” alternative, must be offered. These alternative menu meals are offered at the same price as the other meals.

Plant-based means that no other animal products are used such as milk products (including the lump of butter for baking), eggs or gelatin.

A vegetarian meal is a meal consisting of ingredients that are not derived from animals killed (i.e. no red or white meat, no chicken meat, fish, shellfish, gelatin or animal curd, no broths based on animal products, no cheeses with animal rennet). A vegetarian meal is considered complete if there are sufficient “meat replacement” protein sources. Examples of good plant protein sources include seitan, tofu, legumes (linen, beans, etc.), quorn, veggie burgers made from the above products, nuts or products containing nuts, etc.

The vending machine must also be supplemented by healthy beverages and snacks, which meet the criteria set out in this invitation to tender. The vending machine is free of commercial advertising and does not contain any mention of a soda brand or a procurent of snacks.

1.5.1. Weight of meals

For the preparation of the meals, the contractor observes the Good Nutrition Guidelines of the Dutch Health Council (last version 2015).

<https://www.gezondheidsraad.nl/documenten/adviezen/2015/11/04/richtlijnen-goede-voeding-2015>

The opinions are worded as follows:

- Eat according to a more plant-based and less animal diet
- Eat at least 200 grams of vegetables daily and at least 200 grams of fruit
- Eat at least 90 grams of brown bread, whole wheat bread or other whole grain products daily
- Eat weekly legumes
- Eat at least 15 grams of unsalted nuts per day
- Eat fish once a week, preferably fatty fish
- Replace refined cereal products with whole grain products
- Replace butter, hard margarine and baking and roasting fats with soft margarine, liquid baking and roasting fats and vegetable oils
- Limit the consumption of red meat and in particular processed meat
- Drink as little sugary drinks as possible
- Limit the intake of table salt to a maximum of 6 grams per day.

1.5.2. Meal plan

The frequencies are set for 20 meals over a 5-week cycle, excluding Wednesday, or of 4 weeks of 5 days if Wednesday is included. The menu contains a plant-based alternative every day and a vegetarian meal every week.

The tenderer shall indicate in the menus the detailed foods in order to facilitate the verification by the contracting authority.

1.5.3. Nutritional value

Upon request (of the delegates) of the contracting authority, the contractor undertakes to submit the technical sheets with the evaluation of the nutritional value of the courts on the menu.

If the nutritional evaluation shows that the recipes are not compliant, the contracting authority shall have the right to exclude them from the menu.

1.6 Beverages

The contracting authority shall make available sufficient fresh water from the distribution network to the school community.

No sugar, alcoholic or light drinks or fruit juices may be sold at the counter and through vending machines. Only sparkling water, fresh juices and fresh smoothies may be sold.

1.7 Quality and origin of food products

1.7.1. Ingredients derived from organic farming

The contractor offers sustainable meals with an eye for fresh, organic seasonal vegetables, the ecological footprint and fair trade, by using as much local, organic and plant products as possible.

Organic products are identified by the following labels on the label:

- EKO
- European organic
- Demeter.

1.7.2. Fishing

At least once a month, and preferably once a week, the canteen will serve sustainable fish.

The name of the fish species should always be indicated on the menu, preferably in four languages (Dutch, English, French and German).

It is forbidden to put fish species on the menu that are threatened with extinction. The prohibition relates to the date of writing:

- Eel (*Anguilla anguilla*), Griet (*Scophthalmus rhombus*), Shark (*Selachimorpha*), Black marlin (*Aphanopus carbo*), Red tuna (*Thunnus thynnus*), Rog (*Atlantoraja castelnaui*), Redfish (*Etelis carbunculus*), Redfish (*Sparus aurata*), Nilefish (*Lates niloticus*), Keiser (*Hoplostethus atlanticus*) deep-meal bass (*Sebastes marinus*); Halibut (*Hippoglossus*), (blue) Leng (*Molva dypterygia*), Blue

- grenadier (*Coryphaenoides rupestris*) (or hoki), Steur (caviar) (*Acipenser baeri*, sturio, huso huso), Seabarbeel (*Mullus surmuletus*). These are listed on the red list.
- Squid (*Teuthida*), Grey shrimp (*Crangon crangon*), Crab (*Cancer pagurus* and *Callinectes sapidus*), Cancer, Tongschar (*Solea solea*), tailfish (*Lophius piscatorius*), Sea bass (*Dicentrarchus labrax*), Swordfish (*Xiphias gladius*), Strawfish (*Dicentrarchus labrax*). These are listed on the orange list.

The use of the fish on the list above is only permitted if it is of sustainable origin. The MSC and ASC labels or the origin of organic farming shall be accepted as evidence unless there are reasons not to admit them.

1.7.3. Vegetables, potatoes and fruit

Sufficiently varied fruit and vegetables should be offered, preferably seasonal vegetables and fruits.

The vegetables are fresh. Prepared frozen or preserved vegetables are not used. Unprepared frozen vegetables can be used for emergency menus.

This also applies to the daily soup. Only vegetable broths are allowed.

Only fresh fruit may be used for the preparation of fruit salad.

The potatoes are preferably locally grown potatoes.

1.7.4. Products of the 5th range

Products of the 5th range are prepared dishes that are prepared in advance and then vacuum-packed; they are stored in the refrigerator.

The products of the 5th range are only used in emergencies or to defuse (lack of delivery). The tenderer shall inform the contracting authority of the use of products in the 5th range and explain the reason for their use.

1.7.5. Chocolate and cocoa

Chocolate and/or cocoa must bear a fair trade label.

1.7.6. Oils

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

Olive oil in cold preparations is preferably *extra virgin*, where possible with protection of designation of origin.

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

1.7.7. Other

The following foods are not served and offered: chopped meats, chicken and meat broths, fried foods, freeze-dried mash, energy drinks and alcohol.

The contracting authority reserves the right to add food products to this list.

1.8 Communication

The main ingredients should always be listed in the menu.

1.9 Emergency menus and menus in case of lockdown

The contractor must provide an emergency menu adapted to the age of the children. It serves in case of unforeseen circumstances, such as not being able to supply one or more ingredients, technical malfunctions or another crisis situation. In order to take into account scenarios such as power outages, power failures or lack of water, the emergency meal may consist of items that are stored and served at room temperature and/or which do not need to be cooked. The contracting authority shall validate this emergency menu and may exceptionally be protein-free.

As part of the emergency plan, the contractor must provide a menu that can be distributed to the children in the event of a lockdown.

1.10 Additional catering services

As described above, the contracting authority reserves the right to order catering services for certain events organised by the school. These may include events such as parents' evenings, teacher meetings, etc. The contracting authority will also use these catering services for the celebrations of the 60th anniversary of the ESB.

These services are also available outside the school calendar — especially at least one week before the start of the course, and one week after the end of the course, in the evening or in the week-end.

These services are available upon request. In that case, the school will send a quotation request to the contractor. However, the school reserves the right to refuse the Contractor's tender and to award the contract and use of the kitchen, outside the period during which the school uses the kitchen, to another tenderer, if his tender is more economically advantageous.

2. Obligations of the Contractor

2.1 Organigram

The service provider shall employ sufficiently qualified staff to ensure the continuity of the canteen service and a smooth and correct service. This staff, taking into account the changing use of the canteen, must behave correctly and politely at all times and provide a smooth service.

To this end, the tenderer will have to comply with the minimum requirements set out below as regards the personnel deployed for the contract:

Minimum organisation chart on site (dietist and account manager not included):

- 1 manager cook
- 2 staff for serving and washing up

In order to verify that the tenderer meets the minimum requirements, the tenderer shall add to his tender an organisation chart with the staff employed by the service provider to be used for the contract, indicating their position and experience. The tenderer shall indicate their full identity, work permit and qualifications in the tender. The contracting authority shall provide an access pass for the duration of their activities. These cards remain the property of the school. For security reasons, the service provider will immediately notify the client in writing of any change in personnel.

For pedagogical reasons, it is recommended that the number of different staff employed by the contractor in the school and the staff turnover should be kept to the minimum.

The contractor undertakes to take into account the directives and comments of the contracting authority and to inform its staff immediately if certain measures prove necessary.

The staff must be dressed impeccably at all times. Wearing a chef's hat or cap is mandatory. Smoking is not allowed in the school's territory, at any time. The wearing of jewels and nail polish is prohibited.

2.2 Provisions of a social nature

During the performance of the contract, the contractor undertakes to comply with the rules on the protection of workers and the conditions of employment applicable at the place where the contract is to be performed.

The service provider undertakes to pay its staff in accordance with the applicable social legislation (including collective agreements, social security, accident insurance, etc.). All these financial costs are included in the prices quoted by the service provider.

The contracting authority reserves the right to carry out the necessary checks and checks directly from the contractor in order to ensure compliance with the applicable social and equal opportunities provisions. Such verifications and checks may be carried out in whole or in part by an external body authorised to do so by the contracting authority.

Where it appears that the contractor does not meet the relevant requirements or refuses to authorise the contracting authority or the authorised external body to carry out the checks, the contracting authority may terminate the contract free of charge.

2.3 Language of work

The written communication is preferably four-language (Dutch, French, German and English). Oral communication is preferably done in Dutch at least.

2.4 Reports to be submitted to the contracting authority

Every six months, the tenderer shall submit to the contracting authority a report containing

- the number of meals served
- in case of inspection or renewal: all certificates and/or inspection reports relating to the contract
- a full list of menus.

Every three months, the contracting authority shall organise a meeting at which the selected authority submits and proposes the quarterly report.

The contracting authority reserves the right to carry out unannounced checks in the canteen to verify:

- ingredients used,
- the recipe sheets (the tenderer shall make the recipe sheets available on request for all preparations)
- all other technical specifications mentioned here.

2.5 Purchase

The contractor purchases in his own name and for his own account, and keeps under his own responsibility everything necessary for the performance of his assignment, namely, and not exhaustive

- the foods, food products, beverages and ingredients necessary for the preparation of meals;
- the products necessary for cleaning under its responsibility or those of the staff of the contracting authority;
- detergents necessary for the washing equipment used;
- the paper napkins that the guests receive at meals;
- kitchen and service linen (own supplies and services: to be made available by the contracting authority);
- his own administrative printing and office supplies.

2.6 Information to the contracting authority

The contractor shall submit the design menus to the contracting authority for approval at least one month in advance.

The contractor may be requested to change the menu if the needs of the offer so require. However, the contractor is obliged to inform the contracting authority as soon as it has become aware of such an obstacle.

2.7 Information to parents, pupils and staff

At the beginning of each school year, at the first menu, the contractor shall present a note bearing its logo and that of the contracting authority, setting out, in order to raise awareness, the objectives of sustainable development.

2.8 Waste management

The contractor shall, at its own responsibility and at its own expense, comply with all planned and future obligations relating to the protection of the environment. According to the information provided by the contracting authority, the contractor will sort waste. He undertakes to give preference to the most environmentally friendly packaging.

3. Obligations of the Contractor

3.1 Compliance with applicable regulations

In addition, the contractor undertakes to inform the contracting authority of:

- any deficiencies, defects or irregularities
- any addition or amendment to the applicable rules and regulations;
- the practical consequences of the above for the central kitchen and the organisation of the meal supply.

Staff must respect strict hygiene standards in their performance and workwear. The contracting authority reserves the right to require that a member of staff ceases to be employed at the school in the event of serious misconduct or for security reasons.

Staff of the service provider shall only have access to the premises where their presence is justified for strictly professional reasons and only if the dining rooms are open. Any presence which is not warranted by the contracting authority shall be subject to the prior authorisation of the contracting authority. The staff has access to the premises with its access badge, and only through the main entrance.

4. Financial provisions

4.1 How to order, bill and pay school meals

4.1.1. Canteen Registration

Registration for the canteen is free. For information purposes only and without any commitment on the part of the contracting authority, the number of pupils currently ordering their meals in the canteen shall be:

Primary education	77
Secondary education	68
Adults	2

The contractor manages the registration directly with the parents and remotely (online).

4.1.2. Invoicing

The contracting authority is not involved in the invoicing of school meals. Parents can register via the internet and pay the amount of meals for a period of one semester. The ESB is working on a system where the amount paid is loaded onto a personalised badge and allows the daily payment.

4.1.3. Payment

The contracting authority is not involved in the payment of school meals.

The school meals are paid by the parents of the registered pupils.

The contracting authority cannot be held liable for any delays in payment or for any other difficulties encountered by the contractor.

The contracting authority shall not pay any advance or commission for services provided or to be provided in connection with school meals or catering services.

The contractor makes payments possible by pinning and via cash.

4.1.4. Deregistration

The contractor allows a student to be deregistered (deregistration) with a notice period of 7 calendar days, without compensation and without giving reasons. The cancellation may relate to one or more meals, or even to the entire six months.

The contractor shall indicate in his tender the scheme for reimbursement to the parents in the event of withdrawal. In any event, the contractor must provide for the repayment of the months not commenced.

4.2 How to order, invoice and pay exceptional meals (catering)

4.2.1. Order exceptional meals

The order for exceptional meals is made via detailed order form describing the performance, the price and the deadline for execution (date of the event). The contractor shall return a co-signed copy of the order form for confirmation.

The parties may agree on detailed terms and conditions for the provision of services. These shall be included in a contract annexed to the contract between the contracting authority and the contractor. The composition of the menu is the object of such an addendum.

4.2.2. Invoicing exceptional meals

The contractor shall send the invoice for exceptional meals to the school concerned at the end of the event for accountancy (after-invoicing): ber-invoice@eursc.eu

The contracting authority shall have 30 calendar days from receipt of the invoice to verify its content and, where appropriate, send comments to the contractor (by registered letter or by e-mail with acknowledgement of receipt). If the contractor is requested to correct the invoice or provide additional information (within 20 calendar days), the contracting authority shall have a further 30 days to check the new invoice. If the contracting authority does not make any observations within this period, the invoice shall be tacitly accepted.

The invoice shall indicate at least:

- the name and address of the school (European School Bergen)
- the reference and/or date of the order form
- the description of the service provided
- prices quoted in euros
- the contractor's bank details, indicating his IBAN and BIC codes and his VAT number.

4.2.3. Payment of exceptional meals

The payment of exceptional meals shall be made within 30 days of the expiry of the verification period of the invoice, which may be extended in the event of a correction of the invoice.

The payment will be paid to the contractor's account as stated in his offer.

In the event of late payment, the contractor is entitled to payment of default interest. This interest shall be calculated on the basis of the interest rate applied by the European Central Bank to its main refinancing operations on the first day of the month in which the payment is due. This reference rate shall be published in the Official Journal of the European Union, series C. The interest shall be payable for the period beginning on the day following the last day of the payment period and ending on the day of the actual payment, including the last day. If the interest for late payment is less than EUR 200, it shall only be paid to the contractor if he expressly requests it within two months of receipt of the payment.

The contractor is solely responsible for compliance with the applicable tax provisions. The contractor undertakes to comply with the VAT provisions applicable to him.

The contractor acknowledges that the contracting authority, as a European institution, is exempt from the payment of all duties and taxes, in particular VAT, under Article 3 of the Protocol on the Privileges and Immunities of the European Union.

4.3 Price revision

The prices stated in the offer of the contractor are linked to the consumer price index (CPI). They shall be indexed if the CPI has increased or decreased by at least 2 % compared to the base year 2022.

The revised price shall apply from the school year (September-December or January-June) following the school year in which the increase or reduction was reached by 2 %, provided that the contractor has notified the contracting authority by registered letter not later than one month before the end of the school year in which the increase or reduction was reached. The contracting authority must be able to make this price revision known to the parents of the pupils.

4.4 Additional provisions relating to the call for tenders

4.4.1. Disclosure and confidentiality

The contractor undertakes not to disclose, directly or indirectly, to third parties without the prior written consent of the contracting authority, neither for advertising purposes nor for any other purpose that it performs this contract. However, he may use it as a reference for other agreements.

Without the prior written consent of the contracting authority, the contractor may not use interior or exterior views of the contracting authority's premises for commercial or advertising purposes. The consent of the contracting authority may include special conditions and may be limited in time.

Subject to the prior written consent of the contracting authority, the contractor shall be required to maintain the confidentiality of all facts, information, knowledge, documents or other elements communicated to him by the contracting authority of a non-qualified person. The contractor is obliged to do so even after the services have been completed. This obligation shall continue to apply to all information until it has been duly disclosed.

The contractor shall oblige representatives, staff, employees and any subcontractors to observe this confidentiality.

The contractor undertakes not to use or communicate to third parties facts, information, documents or other matters communicated to him or his knowledge in the course of the performance of the contract, or of any result of his services, where this is not necessary for the performance of the contract. This obligation will continue to exist after the end of the execution of the agreement.

This Article shall be without prejudice to the obligations of the contractor arising from the applicable regulations or orders from judicial authorities or competent authorities.

4.4.2. Data protection

Personal data generated in the performance of the contract will be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. This processing of data is permitted only for the purposes of the

performance of the contract and its control by the data controller, without prejudice to any delegation to bodies entrusted with control and inspection tasks under European Union law. The contractor has the right to access and modify the personal data concerning him. For all questions relating to the processing of personal data, the contractor will contact the service responsible for the data processing. The contractor always has the right to contact the European Data Protection Supervisor.

Where this public contract involves the processing of personal data by the contractor for the benefit of the contracting authority, the contractor may only act on behalf of the data processing service, i.e. with regard to the purposes of the processing, the categories of data that may be processed, the recipients of such data and the means by which the data subjects can exercise their rights.

The personal data processed by the contractor in the context of this public contract are confidential. The contractor who has access to such data should limit access to that data to personnel strictly necessary for the performance, control and monitoring of the performance of the contract.

The contractor undertakes to take the technical and organisational measures necessary in view of the risks inherent in the processing and the nature of the personal data concerned.

Where personal data are processed automatically, measures shall be taken where this is necessary in view of the risks, in particular to:

- Prevent unauthorised persons from accessing computer systems in which personal data are processed;
- Prevent storage media from being read, copied, modified or deleted by unauthorised persons;
- Preventing unauthorised entry of data into memory and from unauthorised disclosure, modification or deletion of stored personal data;
- Prevent unauthorised persons from using data processing systems by means of data transmission facilities;
- ensure that authorised users of a data processing system have access only to the personal data which they are authorised to access under their right of access
- keep track of the personal data provided, when and to whom;
- ensure that the personal data processed by and by whom are processed retrospectively;
- Ensure that personal data processed on behalf of third parties can only be processed in the manner determined by the contracting authority;
- Ensure that when personal data are communicated and storage media are transported, the data cannot be read, copied or erased without permission;
- Set up the internal organisational structure of an institution or body in such a way that it complies with data protection requirements.

The above paragraph is without prejudice to the obligations of the contractor resulting from national rules transposing Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

The contracting authority reserves the right to verify that the contractor has taken and complies with the above-mentioned measures. The contractor undertakes to provide the contracting authority with all the information it needs in this respect.

4.4.3. Use, dissemination and publication of information

The contractor agrees to the processing, use, dissemination and publication by the contracting authority of contract data or data relating to the contract, irrespective of the medium, in particular the name of the contractor, the subject matter and duration of the contract, the contract value and the reports. In the case of personal data, the provisions of the special conditions apply.

If the contractor wishes to distribute or publish information relating to the contract, the contracting authority must give its prior written consent. In order to give its consent, the contracting authority may instruct the contractor to indicate the value of the contract or may impose other conditions. In any event, the information disseminated or published shall state that the views reflect only the opinion of the contractor and do not constitute the formal position of the contracting authority.

Subject to the prior written consent of the contracting authority, the contractor may not use the information of which he has become aware for any purpose other than for the performance of the contract.

4.4.4. Announcements during the assignment

All communications relating to the contract must be made in writing, indicating the reference number of the contract. Simple mail shall be deemed to have been received by the contracting authority on the day on which it is registered by the competent authority. Communications should be sent to the following address

Deputy Director of Finance and Administration
European School Bergen
MILENweidtje 5
1862 BC Bergen
ber-procurement@eursc.eu

5. Technical provisions

5.1 Provision of equipment or services owned by the contracting authority

The company must provide computer equipment itself, the school only provides an internet line and a telephone line.

The contracting authority reserves the right, subject to the rules on the protection of privacy and business secrets, to monitor at any time the use made by the contractor or his staff of such equipment and/or services. The contractor undertakes to inform its staff in writing of this right of the contracting authority.

In case of non-professional or other improper use, a warning is given to the contractor. If the problem persists, the equipment and/or access to the service must be withdrawn. In the event of a serious problem, the contracting authority may withdraw the material and/or access to the service without prior notice.

5.2 Loss or damage to materials, parts, appliances, sketches, samples, goods, models, patterns, moulds and software owned by the contracting authority and held by the contractor

The contractor shall be liable for any loss of, or damage to, material, parts, equipment, sketches, samples, goods, models, patterns, moulds and software belonging to the contracting authority and which it possesses as a result of the performance of the contract, whether entrusted to it by the contracting authority or whether it has itself purchased it in the ordinary course of business on behalf of the contracting authority.

Compensation for loss or damage shall, at the choice of the contracting authority and after consulting the contractor, be paid in kind (replacement or repair) or in the form of compensation for the replacement price at the date of the loss or damage, plus any duties and taxes applied to that price by the national authorities.

6. Staff

6.1 General provisions

The contractor employs sufficiently qualified staff to ensure the continuity of the canteen service and a smooth and correct service. In view of the changing use of the canteen, these staff must at all times behave correctly and politely and ensure a smooth service.

The contractor shall ensure that the staff in contact with the pupils speak English, French or Dutch. They must be polite and courteous to all students. If this is not the case, the contracting authority may refuse to accept such staff.

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

Staff must strictly adhere to hygienic standards, both in their operations and in their workwear. The contracting authority reserves the right to require a member of staff to be dismissed in the event of serious misconduct or for security reasons.

A list of the personnel employed by the contractor, indicating their full identity and, where appropriate, their work permits and qualifications, shall be communicated to the contracting authority before the start of the services, with a view to issuing an access badge for the duration of their services.

For security reasons, the contractor shall immediately notify the contracting authority in writing of any change in the workforce. He'll give back the access passes.

The contractor's staff shall only have access to the premises where their presence is justified for strictly professional reasons, and only if the dining rooms are open. Any presence which is not warranted by the contracting authority shall be subject to the prior authorisation of the contracting authority. The staff has access to the premises with its access badge, and only through the main entrance.

The staff must be dressed impeccably at all times. Wearing a chef's hat or cap is mandatory. Smoking is not permitted in the areas where food is prepared, served or stored, nor in the dishwashers at any time. The wearing of jewels and nail polish is prohibited.

6.2 Social provisions

During the performance of the contract, the contractor undertakes to comply with the rules on the protection of workers and the conditions of employment applicable at the place where the contract is to be performed.

The contractor undertakes to pay his staff in accordance with the applicable social legislation (including collective agreements, social security, accident insurance, etc.) All these financial costs are included in the prices quoted by the contractor.

The contracting authority reserves the right to carry out the necessary verifications and checks directly from the contractor in order to ensure compliance with the applicable social and equal opportunities provisions. Such verifications and checks may be carried out in whole or in part by an external body authorised to do so by the contracting authority.

Where it appears that the contractor does not meet the relevant requirements or refuses to authorise the contracting authority or the authorised external body to carry out the checks, the contracting authority may terminate the contract.

6.3 Serving meals

The self-service restaurant has $\pm$ 144 seats. Students serve themselves at the buffet. The trays are stored by the students.

The contractor undertakes to provide a fast service for 70 to 80 people per hour.

7. Buildings, equipment and furniture

7.1 Rights and obligations of the contractor

The permission granted by the granting authority to the contractor to use and operate the premises does not imply any right to acquire the premises as described in the regulations on professional, administrative or commercial rental, nor does it create any commercial property right.

The contractor may not object to, nor agree a fee for, the variability resulting from the operation of the school, the performance 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 contractor may not waive any rights or obligations in connection with this contract, nor transfer, sublet or transfer them in whole or in part to an undertaking or any other third party, under penalty of immediate termination of the contract by the contracting authority, without any right to compensation.

The contractor may not display or exhibit anything in the premises of the contract. The contracting authority may put in these places any information and instructions it deems necessary.

7.2 Equipment made available to the contractor

The premises, fixed installations, equipment and furniture necessary for the operation of the canteen shall be made available to the contractor free of charge. They shall be the subject of a common inventory of establishments before the start of work and of a common inventory of establishments at the end of the work.

In so far as it is necessary, it is recalled that, by attaching the certificate of inspection of the premises to his tender, the tenderer declares that he has taken note of that infrastructure and its final character.

7.3 Use of the premises

The contractor is obliged to use and maintain the premises, fixed installations, equipment and furniture as a good father. It shall immediately inform the contracting authority of any defects or damage which it finds.

The contracting authority shall be responsible for the maintenance and repair of the kitchen facilities. However, the contractor is responsible for the small maintenance of these installations (fan grilles, refrigerator engines, air conditioning filters, exhaust hood grilles, descaling of household appliances). Any defect or damage resulting from non-compliance with this obligation, abnormal use of the equipment or serious misconduct of a member of the contractor's staff will be repaired at the contractor's expense.

The contractor shall also ensure strict compliance with the hygiene requirements to be observed in the premises of the catering complex, in particular those relating to the HACCP standards.

The contractor must keep the premises made available to him in perfect condition of cleanliness. To that end, he shall ensure the normal maintenance and disinfection of these premises at his own expense.

He is responsible for the maintenance of the canteen, the kitchen, the storage rooms, the toilets and changing rooms in the canteen, the entrances to the restaurant complex and the other rooms at his disposal.

The refurbishment of wall coverings and the cleaning of windows and curtains shall be the responsibility of the contracting authority, which may have those tasks carried out where it deems it necessary. If the damage to the premises has been caused by the contractor's staff (e.g. bumps against the walls, doorposts or doors), the contractor is responsible for its repair and refreshment.

The contractor is responsible for the hygiene of the premises made available to him. The contractor undertakes to have the catering complex disinfected for the three months and to have all rooms thoroughly cleaned. The contractor also undertakes to carry out preventive checks every quarter for pests (pests and rodents) and to undertake to act immediately if pests are found (a copy of the invoices relating to these interventions must be sent to the contracting authority).

7.4 Use of furniture, fixed installations and equipment

The contractor is obliged to keep the furniture, fixed installations, heavy equipment and any other equipment made available to him in perfect condition of cleanliness. He undertakes to use it with due care.

The contracting authority shall be responsible for the maintenance and repair of fixed installations and equipment. Any defect or damage resulting from an abnormal use of the equipment, a lack of maintenance or gross negligence on the part of a member of the contractor's staff will be repaired at the expense of the contractor. The contracting authority is responsible for these costs (to be reimbursed by the contractor); it shall decide on these costs at its discretion and, if the contractor does not agree, may have an expert report drawn up if he deems it appropriate.

Maintenance of fire detection and fire protection systems and evacuation and ventilation systems, as well as their replacement due to the age of the equipment, shall be the responsibility of the contracting authority, except in the event of damage attributable to the contractor; in that case, the costs of repair or replacement shall be borne by the latter.

7.5 Use of small equipment

Crockery, glassware, cutlery and small trays shall be made available by the contracting authority. The contractor will maintain and renew it at its own expense and in consultation with the contracting authority. By mutual agreement, the contracting authority may bear a maximum of 10 % of the replacement costs.

An inventory and an inventory of the equipment shall be drawn up jointly before the start and at the end of the services. An interim inventory will be drawn up by the contractor in July of each year. Any differences between the inventory at the beginning and the interim inventory must be supplemented by the contractor. Damaged, broken or worn equipment should not be identified. Any overruns will not be taken into account and may under no circumstances be removed.

8. Cleaning and hygiene

The contractor shall ensure that the statutory hygiene requirements to be observed in the canteen room are strictly complied with.

The contracting authority stresses that the operation of the canteen by the contractor should be an example of the application of the strictest and most up-to-date hygiene standards and that this should be achieved by means of a constructive and positive daily attitude, in close cooperation with the contracting authority.

In the first month of operation, the contractor must submit the following documents to the contracting authority for approval

- A HACCP document for the restaurant, including
 - o A diagram of the product flow, by product type

- A table showing potential hazards, precautions, critical limits, control procedures and frequency, corrective measures and recording of results by product typeUn schéma de flux des produits, par type de produit
- A maintenance plan
- A model for monthly internal hygiene audits.

The approval of these documents shall not relieve the contractor of its obligations in this regard.

The contracting authority may at any time have access to the control documents relating to HACCP and maintenance. The contracting authority reserves the right to check the quality and hygiene of the catering complex (the way in which the services are provided, the cooperation of the kitchen team and staff, the state and maintenance of the equipment and premises, the storage of the goods, the inspection of the dishes, etc.)

External controls: In addition, the contractor undertakes to have four samples microbiologically analysed monthly by an approved external company and to have hygiene audits carried out each quarter at its own expense, the results of which will be submitted to the contracting authority without delay.

Cleaning the canteen room after use will be done by the external cleaning service.

9. Distribution of tasks

9.1 At the expense of the contractor

Without prejudice to its obligations under the other provisions of the specifications, the contractor is responsible for

- all purchases of goods, for which it relies on suppliers providing the best value for money and service, taking into account any indications given by the contracting authority, such as proximity or flexibility; any supplier which does not meet the hygiene or quality requirements may be refused by the contracting authority; the list of suppliers, and any amendment to that list, shall be communicated in writing to the contracting authority; the contracting authority reserves the right (during the duration of the contract) to require the contractor to keep open accounts and to obtain an overview of the invoices issued by its suppliers in connection with this contract; the contractor is solely and exclusively responsible for the payment of invoices from its suppliers and cannot in any way rely on the contracting authority;
- Costs for cleaning and maintenance products, cleaning and maintenance equipment and costs related to disposable items (paper towels, paper napkins, soap, disposable and/or biodegradable cups, plates and cutlery, toilet paper, lamps, disposable aprons and hats for visitors, etc.);
- The cost of contracts for microbiological analyses, pest control and the removal of fat used;
- The installation of soap dispensers, disinfection gel, single-use dispensers of paper (including their regular supply) in the kitchen and accommodation, the installation of soap dispensers and cleaning products at the entrance of the dishwasher, the installation of water hoses and their support for maintenance;
- The costs of renting and maintaining table linen, towels, staff's work clothes and towels (chosen in consultation with the contracting authority, in accordance with the establishment of the restaurant and with a regular replacement).

9.2 At the expense of the contracting authority

The contracting authority will pay for:

- The cost of heating (or air conditioning), hot and cold water consumption, gas and electricity, as well as telephone calls for the service, internet connection and subscription. Those provisions do not impose any obligation on the contracting authority to supply a certain quality of water. The contracting authority undertakes only to supply the water it receives from the water undertaking.
- The costs of installing soap, disinfection and disposable paper machines in the changing rooms and toilets (including their regular supply).

9.3 Other costs

All other operating costs and expenses shall be borne by the contractor.

10. Compliance with laws, regulations and police orders — checks

The contractor complies with all the formalities and obligations which he has in the exercise of his profession under the laws, regulations and police orders. He must be in possession of all legally required permits. It must comply with the administrative rules governing the trade in beverages and hygiene standards and regulations for large-scale kitchens.

The contractor undertakes to use, at his own expense, a recognised organisation for the performance of regular hygiene inspections, which shall be carried out every three months and the reports of which shall be sent immediately to the contracting authority.

The contractor must have microbiological analyses and quality and hygiene audits carried out by an approved body.