

VOLUME A: INSTRUCTION TO TENDERERS – SCHOOL CATERING SERVICES

1. INTRODUCTION

The Lycée Louis-Massignon is the French School in Abu Dhabi (CLIENT) is under the responsibility of the French Embassy, and a private school licensed by ADEK. It now hosts 1750 students from pre-school to grade 12th and about 220 staff members, from teachers to administration and maintenance personnel who enable the daily operation of the campus.

2. SCOPE OF WORKS

The CLIENT is tendering for: School Restauration Services.

The school has a restaurant for its students, staff and guests.

This school restaurant is available to the service provider (CATERER) for the SERVICES.

The preparation of meals is done in a kitchen belonging to the CATERER outside the premises of the CLIENT.

The transport between this kitchen and the dining room is made in hot connection respecting the applicable standards in terms of hygiene and food safety (compliance with ADAFSA standards). This connection is at the expense and under the responsibility of the operator.

The present contract is bound to start in order to be able to serve meals from September 1st,2022.

3. CALL FOR TENDER AND OBTAINING TENDER DOCUMENTS / CONFIDENTIALITY OF DOCUMENTS

Soft copies of tender documents are transmitted by email and are freely available to all tenderers that have previously answered to the call for Tender for those SERVICES.

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All documents issued and information given to the Tenderer shall be treated as confidential.

4. COST OF TENDERING

All costs for the preparation and submission of this Tender are at the sole account of the Tenderers. The CLIENT will not be responsible for compensating any expenses which may be incurred by any Tenderer for this Tender.

5. LANGUAGE AND CURRENCY

The Contract documents shall be drawn up in English, which shall be the governing language of The Contract. However, should the CLIENT request the translation of any document submitted by the Contractor into Arabic it shall be prepared by and at the cost of the CATERER.

The currency of the contract will be UAE Dirhams. All prices quoted must be in U.A.E. Dirhams (AED). Fractions of Dirhams shall be in Fils.

6. CLIENT'S REPRESENTATIVE AND REQUEST FOR INFORMATION (RFI)

In order to ensure uniform interpretation of the specifications and to facilitate the exchange of information, the employer has appointed the following person(s) to represent him for this project:

M. Cédric ALBY – CLIENT Financial Manager

daf@louismassignon.com

Miss Sylvie POULAT – CLIENT Deputy Financial Manager

dafadjoint@louismassignon.com

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Should there be any doubt or query in the meaning of any of the Tender documents or as to anything to be performed or not to be performed or as to any other matter, the Tenderer must set forth in writing and submit the same to the Client not later than 7 days before the date stipulated for submittal of Tenders. The replies to written queries, the explanations and clarifications given and copies of documents will be issued as "Tenderers Bulletin" and circulated to all Tenderers not later than 3 days before the date stipulated for submittal of Tenders.

7. TENDER PRICE/VALITY OF TENDER PRICE

The prize awarded is not update and not reviewable

Tenders shall remain valid and binding upon the Tenderer for a period **of 90 days**, commencing from the date fixed for submittal of Tenders to the Client and it may be accepted at any time before the expiration of this period. A provision for extension upon mutual agreement shall be explicitly mentioned,

8. TENDER DOCUMENTS TO BE SUBMITTED

The Tenderers shall submit one complete set of "ORIGINAL" in hard copy in a sealed envelope of the Tender documents together with a soft copy (USB or CD).

The Tenderers shall submit the following documents signed and stamped:

VOLUME 0 - The instructions to tenderers

VOLUME I - Conditions of Contract of the SERVICES.

VOLUME II- Scope and Specifications of the SERVICES

All the above documents shall be dully signed and stamped.

In addition, the documents following documents shall be provided:

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VALID TRADE LICENSE :*Copy of the current trade license (DED Abu Dhabi)*

VALID LICENSE FROM Abu Dhabi Food Control Authority

AUTHORIZED REPRESENTATIVE duly substantiated by the *Power of attorney*

MOL LIST: *Last up to date list of staff*

FINANCIALS STATEMENTS: *audited reports for last three years*

SELECTED REFERENCE ON SIMILAR BUSINESS: *The service provider will have to select a maximum of 4 references demonstrating its ability to perform the services required in the tender*

COVER LETTER: *The service provider will explain the reasons of answering the Tender and confirming full compliance with the technical and contractual condition set forth by the CLIENT*

TECHNICAL OFFER: *The service provider must submit an example menu for 20 days based on the Specifications and Scope of Work and the CVs of the key personnel*

COMMERCIAL OFFER: Prices detail must be presented for meals and items sold in the kiosk

9. TENDER SUBMISSION

Tender shall be submitted in plain (i.e without any mark allowing the identification of the Tenderer) sealed envelope at the CLIENT's premises reception desk.

The envelope shall be endorsed as follows: "LLM – SCHOOL CATERING SERVICES"

The Tender shall be deposited not later than **June 15th 2022 noon.**

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10. APPLICABLE LAW

The applicable law for the Tender and the Contract will be the applicable Emirati law.

11. ACCEPTANCE

Tender will be evaluated upon the bid handed by the Tenderers.

The award criteria are as follows:

- The feasibility of responding to the requirements of the call for tenders (30%)
- The price (40%)
- The qualifications and experience of the personnel assigned to the performance of contract (25%)
- The complete file (5%)

The Tenderers must be prepared to meet the CLIENT's representative's office during tender evaluation if requested to do so, in order to clarify and/or amplify any part of his Tender.

The CLIENT is not binded to accept the lowest or any tender and will not state a reason for the acceptance or rejection of a tender.



VOLUME I: CONTRACT – CATERING SERVICES

THIS CONTRACT IS ENTERED INTO BETWEEN:

- **XXXXXXXXXXXXXXXXX** hereinafter called the "**CATERER**"

And

- ***Lycee Louis Massignon***, having its address at P.O. BOX 2314 - ABU DHABI hereinafter called the "**CLIENT**",

For the purposes of the management of the establishment's students and staff catering services, hereinafter called "**CATERING SERVICES**".

- *Whereas, the CLIENT requires the performance of the CATERING SERVICES at its premises located in Abu Dhabi,*
- *Whereas, the CATERER declares it is qualified, able and willing to carry out this responsibility as per the terms, provisions and conditions herein contained,*
- *Now, therefore, in consideration thereof, and in view of the mutual covenants and agreements, the CLIENT and the CATERER agree as follows:*

1. DESCRIPTION OF SERVICES:

The CATERER shall provide the CATERING SERVICES to the CLIENT all along the academic year in accordance with the school calendar annexed to Volume II hereof.

The quality, meals, garbage collection, pest control, microbiological testing and other requirements are fully detailed in the Volume II of this Agreement which is fully enforceable as Scope of Services and Specifications.

The CLIENT may use the school Cafeteria outside the duty and meal preparation hours for exceptional events that it organizes. In this case, it shall ensure the cleaning of the used premises unless the CATERER has been asked to serve meals on this occasion.

2. INSURANCE:

The CATERER may be held responsible only as part of the performance of the SERVICES provided for in Volume II of the CONTRACT.

The CATERER undertakes:

- To take up an assurance coverage with a company of sound financial standing to cover his Third Party Liability and in particular against risks of food poisoning. The CATERER shall provide as part of his obligations a written certificate of insurance to the CLIENT.
- To settle regularly his insurance premiums and give evidence thereof as part of his obligations.
- To indemnify the CLIENT for any loss, damage or claim that it may suffer from the provision of CATERER services.

The CLIENT declares:

- To be held responsible and insure against all risks of fire on all premises, installations, equipment and furniture put at the disposal of the CATERER as well as the stocks of any kind necessary for proper rendering of the services within the framework of the CONTRACT.
- To waive any right of recourse against the CATERER in case of damage unless there is willful misconduct or gross negligence on part of the CATERER or any of its employees, management or sub-contractors.

3. THE PRICE

The prices of the SERVICES are deemed inclusive of all obligations described in Volume II hereof and shall be as follows:

- The unit price of the complete meal for primary school pupils: AED xxx (xxx UAE Dirhams and yy) inclusive of the applicable VAT.
- The unit price of the complete meal for secondary school students: AED xxx (xxx UAE Dirhams and yy) inclusive of the applicable VAT..
- The unit price of the full meal of staff working in the Secondary School (or related parties): AED xxx (xxx UAE Dirhams and yy) inclusive of the applicable VAT.
- The prices of snacks sold by the CATERER are included in an attached list.

The above prices shall be valid and applicable for the term of the CONTRACT (i.e. One Academic Year), fixed and non-revisable.

Payment: The CATERER shall pay the CLIENT, on quarterly basis, the equivalent of 5% (five percent) of all its revenues as a share of the servicing expenses.

4. INVOICING AND PAYMENT

The CATERER shall charge directly the families of the rational students and proceed directly to the collections in agreement with the CLIENT. Methods of payment may be offered to families.

The CATERER shall be also in charge of organizing and checking entries to the school cafeteria in agreement with the CLIENT.

In the case of scholarship students, the CLIENT shall substitute for the family and directly settle the amount due to the CATERER within the limit of the amounts of the awarded scholarship.

No minimum billing is guaranteed.

In the event of the renewal of the CONTRACT, the evolution of the tariffs may intervene and shall be made according to the evolution of the prices in the school catering sector and in agreement with the CLIENT. It cannot be higher than 5% per year. It must be notified in writing before the 15th of May preceding its date of application.

In the event of disagreement between the parties as to the evolution of the prices, the new prices of the services will be calculated by applying on the tariffs of the school cafeteria the variation intervened to the highest tuition fees on the preceding September 1st. The increase may not, in any case, be greater than 5%.

All invoicing to the CLIENT (if any) shall be presented in the format in force in the UAE. The CLIENT shall have 30 days to pay. All payments shall be made by bank transfer.

5. VALIDITY OF THE SERVICE DELEGATION CONTRACT AND SAFEGUARD CLAUSES:

The CONTRACT is concluded for One (01) year. It can be renewed expressly by the CLIENT.

The CONTRACT may be terminated at any time by the CLIENT by registered letter with acknowledgment of receipt after two (02) months' notice sent by the CLIENT in case of CATERER's non-compliance with the specifications' clauses.

The CATERER may terminate the CONTRACT by registered letter with acknowledgment of receipt with two (02) months' notice if it considers that, due to changes made by the CLIENT with respect to its services (change of class schedules of students, etc.); its financial equilibrium is threatened.

In the event of changes during the academic year, the CATERER undertakes to ensure the operation of the catering service in accordance with the provisions of the CONTRACT until the end of the academic year.

The contract shall enter into force upon its signature and shall become effective two (02) weeks before the beginning of the academic year following its signature. The first meal will be served on September 01st, 2022.

6. CATERER / CLIENT RELATIONS

Any claims made by either party shall be settled by the CATERER's and the CLIENT's representatives.

A Catering Committee will be created. It shall meet at the CLIENT's premises. It shall consist of the representatives appointed by the CLIENT, and representatives appointed by the CATERER. This Committee shall meet once per month.

7. DISPUTES:

Before seeking the jurisdiction of the Emirati law and the courts of the UAE, the parties undertake to amicably negotiate, as soon as practicable, all the problems arising between them in relation with the execution hereof.

8. TRANSITIONAL MEASURES:

For three (03) months from the date of entry into force, the parties may agree to make amendments hereto, except on financial conditions and tariff systems, with the aim of achieving the maximum satisfaction of students and the families of Lycee Louis Massignon in Abu Dhabi.

Made on..... In Abu Dhabi (UAE)

On behalf of the CLIENT

Full Name :
Position : *The Principal*
Signature :

On behalf of the CATERER

Full Name :
Position :
Signature :



VOLUME II – SCOPES OF SERVICES & SPECIFICATIONS – CATERING SERVICES

1. OBJETIVE OF THE SERVICES

The French School “*Lycée Louis Massignon*” (*The CLIENT*) has a school cafeteria for its students, staff and possibly the guests. This school cafeteria shall be at the disposal of the CATERER for the purposes of performance of the SERVICES.

The preparation of meals shall be made in a kitchen belonging to the CATERER outside the CLIENT’s premises.

In the case of an outside production, the transport between the kitchen and the dining room shall be made in a cook & serve operation respecting the applicable standards of hygiene and food safety (Respect of the standards of Abu Dhabi Agriculture and Food Safety Authority, ADAFSA, see ANNEX 3). When transported to the inside of the school cafeteria, the food shall be stored in closed and insulated containers. This transportation shall be at the expense and under the responsibility of the CATERER.

2. SCOPE OF THE SERVICES

The CATERER’s performance of the SERVICES is in full conformity with the law and the accepted catering industry standards.

The CATERER provides lunch to students, staff and any guests of the CLIENT to the exclusion of any other person.

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The meals shall be provided by the CATERER **between 11:00 am and 1:30 pm**, in three services, for high school students and staff 4 days a week from Monday to Thursday and for Primary School pupils, 4 days a week, Monday, Tuesday, Wednesday and Thursday according to the school calendar.

For the pupils KG to first grade, the meals would be served in the classroom.

The snack service will be open from 11 am to 14h pm. This distribution and these schedules may be reorganized according to the evolutions of the staff and the rules of the CLIENT.

A calendar will be provided to CATERER in July before the start of the academic year in September.

The catering services of the students of the secondary school sections shall be organized in self-service.

The CATERER shall propose an organization to maximize the fluidity of the service.

On the other hand, for primary school pupils, the meal will be served at the table in a dedicated refectory. The CATERER will be responsible for the delivery of food in these rooms and the recovery of equipment (trays, plates, cutlery, glasses, etc.) and food waste.

The CATERER shall provide at its own expense the cleaning and maintenance of all premises, preparation area and school cafeteria, equipment and furniture in compliance with hygiene standards and COVID 19 regulations.

3. *PROPERTY OWNERSHIP*

The CLIENT shall provide the CATERER with the heavy equipment necessary for the realization of SERVICES: refrigerators, freezers, washing machine dishes. The maintenance of this material shall be the responsibility of CATERER. An inventory is provided in Annex 2 by the CLIENT.

Cookware and dishes shall be provided by the CATERER.

Food and consumables shall be provided by CATERER.

In order to sell snacks to students, a sales kiosk shall be made at the CATERER's disposal by the CLIENT.

The CATERER must inform the CLIENT of any deterioration of the frame and the equipment made at its disposal.

4. *MENUS*

The CATERER is responsible for providing all the foodstuff and consumables necessary for the satisfactory performance of the SERVICES therein described.

The CATERER must respect the essential rules of food balance in compliance with the local standards in force, requiring, for the proper implementation of the service, to serve:

- High quality nutrients and in balanced quantity,
- Appetizing foods for all consumers, respecting good food and culinary practices, in particular by limiting salt seasoning,
- Menus guaranteeing the recommended minimum intakes (see ANNEX 1 grammage GENMCR),

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- Menus ensuring a good variety both by frequency of 20 days and by category of products.
- A thematic meal will be proposed every fortnight with an animation.
- The menus proposed by the CATERER shall be checked and signed by a certified nutritionist
- The quarterly menus shall be submitted to the CLIENT's representative before each start of the quarter.
- A snack offers secondary school students products the list of which should be provided as an annex. Opening hours will be also determined by the establishment.
- Meals can be served by the CATERER at the request of the CLIENT for special occasions (meetings, events ...); they will be billed separately.

4.1. STRUCTURE OF MEALS

A single menu will be served to the three categories of guests (primary, teenagers / staff) with appropriate weights (see ANNEX 1) and must include:

- Bread:

The CATERER must offer fresh bread every day (according to the defined weight) and at least twice a week other types of bread than white bread (breads, cereal breads, raisin breads, etc.).

- An appetizer :

Over twenty consecutive meals, the following frequency must be respected:

- Only 10 times maximum, salad and raw vegetables
- 4 times maximum of quiches, fondues, pizzas, rolled,
- 3 times minimum a starch (pasta salad, taboulé, etc.)

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- 3 times minimum soup or soup.
- One or more main protein dish (s):

Over twenty consecutive meals, the following frequency must be respected:

- 4 times red meat (beef and lamb with a frequency of 1 time maximum for minced steaks that contain less than 20% fat),
- 4 times of the poultry,
- 2 times meat in sauce (it is explicitly planned that the counting is done by category: for example, the beef bourguignon will be counted in meat in sauce and not in red meat),
- 4 times fish (breaded fish must consist of at least 70% of animal raw material, the frequency of this dish must be less than that of a fish with a content greater than 95% of animal raw material),
- 2 times a main protein dish (lasagna, paella, etc.) without accompaniment.

In order to comply with these requirements, the CATERER must ensure that only one type of meat is served per dish (mixtures are prohibited, particularly with regard to minced meat dishes).

- one or more side dish (s)

Over twenty consecutive meals, the following frequency must be respected:

- 10 times a dish of cooked vegetables, several times composed of fresh vegetables*,
- 10 times a plate of starchy foods (pasta, rice, pulses, potatoes, semolina, wheat, etc.)

* *Purees will be composed of at least 75% of vegetables and without added flour.*

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The candidates can propose several variants (one or more dishes). In the case where several dishes are offered, the candidates are expected to propose a system for monitoring the respect of the defined nutritional balance.

Similarly, the candidates will be able to propose several variants according to the frequency of use of the fresh products in the preparation of the meals.

- Cheese or Dairy:

Over twenty consecutive meals, the following frequency must be respected:

- 10 times hard cheese,
- 5 times soft cheese,
- 5 times white cheese, yogurts or unsweetened Swiss pork (the sugar must be presented separately).

The cheese shall be served in individual portions (it can be delivered to the cut and portioned by CATERER agents). The products served must comply with ANNEX 1.

- A dessert :

Over twenty consecutive meals, the following frequency must be respected:

- 10 times fresh seasonal fruits, whole or in salad,
- 2 desserts, ice creams, milk desserts, rice or semolina with milk, chocolate mousse,
- 2 times fresh pastry,
- 3 times of the compote (various fruits) and biscuits without cream, chocolate or jam,
- 3 times cooked fruit or syrup.

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The CATERER shall endeavor to choose seasonal products, preferably fresh and locally produced.

Each day a fully vegetarian meal will be proposed by CATERER.

The CATERER will provide salt, sugar, pepper, mustard in individual portion depending on the dish served.

4.2. *Special Cases and Exceptional Events*

- A fully organic meal” will be proposed by the CATERER a monthly basis in the framework of students Health walk project.
- Three to four times a year, the CLIENT can ask the organization of specific events without additional cost (week of taste, Christmas meal, meal of the *Galette des Rois*, etc. ...).

The CATERER does not have to provide specific meals for people with medically recognized food allergies.

- The CLIENT may request CATERER specific services not described in this document. A microwave and a refrigerator will be made at the disposal of the students with an individualized hospitality protocol. The maintenance of this oven and this refrigerator will be the responsibility of the CATERER.
- The table drink will be the mineral water served in a carafe. The CATERER will be responsible for the filling of the carafes, the daily cleaning and their arrangement on the tables.

5. RESPECT OF TEMPERATURES:

Foods transported in a hot transfer must constantly maintain a minimum temperature of 65 °C and this until presentation on the chain of passage.

Cold foods should be stored between 0 °C and 3 °C and, at the time of service, should be stored in a cabinet with a maximum temperature of 10 °C for a maximum of 2 hours.

6. STAFF

The CATERER shall hire, pay and manage independently his employees, thus keeping the CLIENT free of all related social, fiscal and legal charges and obligations.

Particularly:

- the equipment of the staff, their outfits, their food shall be provided by the CATERER,
- In addition to CATERER staff, the necessary staff is made available by the school for the supervision of primary school pupils on the one hand and secondary classes on the other hand.
- The CATERER undertakes to providing staff in sufficient numbers to ensure optimal service operation.
- The staff must be trained in food hygiene rules. As such, the wearing of a charlotte and gloves is mandatory during the service. Similarly, it is requested that the food service is made with utensils and not with the hands. In times of epidemic, the wearing of the mask may be requested by the client.

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- The employed staff has a mission of service. The reception of users must be adapted to the public (children) and benevolent (smile and politeness).
- The staff shall also participate in the collective mission of education of the children, in the same way as the other personnel of the establishment.
- The CATERER manager on the CLIENT's premises shall ensure the relations with the CLIENT. The French language will be a plus.
- The CATERER shall provide to its staff all the work clothes necessary for the accomplishment of its mission.
- The CATERER undertakes to ensure the continuity of the catering service even in the event of absence of its staff and during the holidays as worked in the calendar of the CLIENT.
- The CATERER shall check the state of health of its staff and make all the arrangements in the hypothesis where the state of health of its staff is not compatible with the exercise in school catering.
- The CATERER staff shall have access to the premises (refectory, preparation area, kiosk) whenever the interest of the catering service requires that.
- The CATERER undertakes to respect the rules of procedure as well as the safety instructions in case of fire. As such, all staff can be requested, at the request of the Client, for participation in training days in this area, within the limit of one day per year and this, without additional cost to be borne by the CLIENT.
- The Staff undertakes to inform the CLIENT of any safety hazards of which they are aware.

7. RIGHTS AND OBLIGATIONS OF THE CLIENT:

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The Client provides CATERER with the preparation area, refectories, equipment and materials in its possession on the date of signature of the contract and necessary for the achievement of the services defined in article 2. A list of these goods is included in Annex to the contract (see ANNEX 2). In accordance with Article 3, the maintenance, removal and renewal of the property shall be the responsibility of CATERER.

The CLIENT shall provide a counter compensation equivalent to 5% of CATERER's revenues, electricity and water and other servicing costs for the facilities and equipment provided.

The CLIENT shall ensure the removal of solid waste.

The CLIENT shall be responsible of the renovations of the premises. The works and improvements required by the evolution of the rules relating to food hygiene in collective catering are also at its expense if they concern the building.

The CLIENT (or his representative) may check the services provided by the CATERER at any time on site or at the place of manufacture, in particular with regard to the variety (see article 4), the temperature (see article 5), the quality and quantity of served meals (see APPENDIX 1), compliance with hygiene rules, maintenance of equipment (via the equipment maintenance and follow-up manual) and compliance with safety rules.

The CLIENT shall ensure the supervision of the students for the duration of the service, including in the dining room.

8. RIGHTS AND OBLIGATIONS OF THE CATERER:

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The CATERER shall ensure the deposit of food and solid waste in a specific room made available by the CLIENT in containers provided by the CLIENT.

The removal of waste and the cleaning of the waste storage room are provided by the CATERER.

The CATERER's staff shall not be allowed to collect waste and / or food scraps.

The CATERER must provide a layout proposal (dining room, preparation area, kiosk layout) and an investment plan. It undertakes to execute this investment plan during the first year.

The CATERER shall be held responsible for the management of registrations and deregistration, invoicing and collection of sums.

The system set up by the CATERER must at least allow the online registration / deregistration, the payment of sums due in cash and by bank transfer.

On the other hand, the parents will have at their disposal a contact email address to manage all administrative issues (registration, deregistration, billing, payment); there will be three languages of communication: French, English and Arabic.

The CATERER must be able to provide at the beginning of each quarter the number of registered children receiving meals, the distribution between the different tariffs, and the distribution between the different days of the week and must be able to provide any other element of individual management (notably the information relative to scholarship students).

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The CATERER shall ensure the maintenance of the equipment and keeps up to date and at the disposal of the CLIENT a book of maintenance and maintenance of the said equipment.

The insects and pests control shall be regularly provided by CATERER inside and around the kitchens, dining rooms and garbage room

Bacteriological checks shall be organized regularly (at least once a month) by the CATERER and carried out by a body authorized on the food served to the CLIENT. The results of these checks shall be immediately communicated to the CLIENT.

The CATERER shall make the necessary investments for the fulfillment of the contract and ensure their renewal (as well as the renewal of the equipment made available at the beginning of the contract by the CLIENT). In accordance with Article 3, it shall provide at the end of each academic year a list of materials removed and acquired.

The CATERER shall be forbidden to use plastic dishes except for specific sanitary measures (ex: COVID 19 regulations)

The CATERER must inform the CLIENT in writing of the work to be done on the building.

The CATERER shall be subject to the approval of the local authorities. The said approval to be issued from the Abu Dhabi Agriculture and Food Safety Authority will be annexed to the contract upon its signature and, where applicable, each renewal thereof.