

## **ANNEX II B: SPECIFIC TENDER REQUIREMENTS**

<b>1. BACKGROUND INFORMATION .....</b>	<b>2</b>
<b>2. OBJECTIVE, PURPOSE &amp; EXPECTED RESULTS .....</b>	<b>2</b>
2.1. The objective and purpose of the contract .....	2
2.2. Results to be achieved by the contractor .....	3
<b>3. SCOPE OF THE WORK.....</b>	<b>3</b>
3.1. Description of the assignment .....	3
3.2. Responsibility of the Contractor: .....	3
3.3. Menus and distribution plan .....	4
3.4. Monitoring and evaluation of meals ordered and served .....	4
3.5. Geographical area to be covered .....	4
3.6. Target groups.....	5
3.7. Specific work and Technical specifications .....	5
3.8. Project management .....	7
3.9. Security procedures at reception centers .....	8
<b>4. LOGISTICS AND TIMING .....</b>	<b>8</b>
4.1. Location .....	8
4.2. Procedure to be followed for the provision meals:.....	8
4.3. Start date & period of implementation of tasks .....	8
<b>5. REQUIREMENTS .....</b>	<b>9</b>
5.1. Staff .....	9
5.2. Facilities .....	9
5.3. Equipment.....	9
<b>6. REPORTS .....</b>	<b>9</b>
6.1. Reporting requirements .....	9
<b>7. MONITORING AND EVALUATION .....</b>	<b>10</b>
7.1. Specific performance measures: .....	10
7.2. <b>Special requirements</b> .....	10
7.3. SUPERVISION .....	11
7.4. QUALITY .....	11

## **1. BACKGROUND INFORMATION**

The overall objective of the Special Measure is to strengthen protection and resilience of migrant or refugee populations in the Western Balkans, in particular in Serbia, and improve the capacity of authorities to manage migration flows in a protection sensitive manner including enhancing shelter capacity and delivery of services.

The Contracting authority - Commissariat for refugees and migration of the Republic of Serbia (hereinafter the SCRM) as the only responsible specialised government agency to operate all reception facilities in Serbia is delegated to provide adequate accommodation facilities, living conditions and services, including the provision of food, to effectively respond to the needs of approximately 3,070 migrants/refugees and asylum seekers.

The chosen Contractor will assist in the supply of meals for refugees and asylum seekers accommodated in reception/transit centres in accordance with international standards and nutritional values.

## **2. OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### **2.1. The objective and purpose of the contract**

Within the Project “**EU Support to Migration Management in Serbia – Reception and protection services**” financed by the European Union and implemented by Commissariat for refugees and migration of the Republic of Serbia (SCRM), the SCRM intends to enter into a contract for the “**Supply of meals for refugees, migrants and asylum seekers**” for 16 governmental reception centers in Serbia for the indicative period of 15 months. The provisional date of commencement of the contract is March 2020.

The contract refers to the supply of pre prepared meals including purchasing of raw material, preparation of meals, transport, delivery, unloading, distribution and serving of meals to 16 reception centres of different sizes and on different locations across Serbia.

Please take into account that the SCRM has no control over the number of centres and the number of beneficiaries per centre. These numbers may change and this is completely independent of the SCRM will. The information that is provided in this Tender dossier might be different in the near future. The number of centres and the number of beneficiaries<sup>1</sup> can both increase and decrease.

Therefore, The Contractor must have a great capacity of adaptation to meet the needs and be able to adjust the volume of its services to the reality.

In drawing up a tender, tenderers should bear in mind the provisions of the draft Contract and Special conditions. The Contract will contain all legal, financial, technical and administrative provisions between SCRM and the Contractor for the period of its validity. Any issues in relation to the draft contract and Special conditions must be clarified by a request for information prior to the submission of an offer.

A detailed description of the assignment and supply required by SCRM is contained below.

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<sup>1</sup> **The latest number of beneficiary per location is given in ANNEX II - A**

## **2.2. Results to be achieved by the contractor**

### **2.2.1 Prepared, transported, delivered and served three meals per day (breakfast + snack and two hot meals for lunch + snack and dinner) to beneficiaries at reception centers as per request of SCRM.**

Meals are prepared at Contractor's production facilities and distributed to migrants in the targeted locations ensuring cultural sensitivity, hygiene and nutritional standards.

The meals for beneficiaries are based on an already defined menu of 2 weeks' programme, which will be repeated over the period.

Contractor is responsible for procurement of goods and ingredients needed for preparation of meals. Origin: Local purchase of food should be favoured to reduce cost (purchase and transportation) and carbon emissions. If feasible, fresh and frozen food should be favoured over canned and highly processed food.

The Contractor shall execute the supply of meals, diligently taking into account quality service levels agreed with the Contracting authority, and shall remedy any problems in strict accordance with the Contract to the satisfaction of the Contracting authority. The Contractor shall comply with, and adhere strictly to the Contracting authority's instructions on any matter, whether mentioned in the Contract or not, relating to or concerning the provision of the supply of meals. The Contractor shall take instructions only from the Contracting authority.

## **3. SCOPE OF THE WORK**

### **3.1. Description of the assignment**

Meals that are ordered by the SCRM staff will be prepared and distributed in the appropriate daily time slots (breakfast, lunch and dinners) to meet the basic nutritional needs of migrants transiting through targeted governmental centers in Serbia.

### **3.2. Responsibility of the Contractor:**

#### **Preparation and transport**

All preparation and assembly shall be done in contractor's premises and ordered food must be delivered to reception centers cooked, prepared, and ready to be served. The contractor is fully responsible for all elements of preparation, transport, delivery to reception centers and ultimately removal of waste and dirty/used equipment/etc. Subsequent to the meal service the waste and dirty/used equipment will be gathered by the Contractor and disposed in containers.

a) Contractor is responsible for procurement of goods and ingredients needed for preparation of meals and delivery to the centers assigned to them.

b) Contractor will be responsible for the provision of needed dishes and cutlery with each meal. The Contractor will decide whether he wants to use disposable serving dishes for the service. In case the Contractor decides to use non-disposable serving dishes he will be responsible for their cleaning.

c) The Contractor must be able to deliver the specialised food item as per request of SCRM. Adults in need of specialized food, as pregnant and lactating women and people with diabetes, and people in need of such specific support are identified by SCRM on an ongoing basis who will inform the Belgrade office staff and respectively the Contractor responsible for the reception center. No change in price will apply.

d) The Contractor must take into consideration the religious practice of the vast majority of beneficiaries. In that sense, food menus and serving times will be adapted during Ramadan period for those residents that are fasting. Residents not fasting for Ramadan will continue to receive food according to the standard process. No change in price will apply.

e) Every migrant/asylum seeker/refugee accessing to the distribution point will be provided with food items for breakfast and hot meals for lunch and dinner (plus eventual additional food items). The meal will be consumed in large rooms or rubble halls (depending on the infrastructure available in the centers). The meals are served on dining room counters and beneficiaries help themselves with self service. No table service is required from the Contractor.

f) The Contractor is in charge of cleaning the dining room counter and general dining area such as floors and tables.

g) The Contractor must dispose any leftover waste after dining into the garbage bins / containers.

h) The Contractor shall provide all required on site personnel necessary in order to carry out the transportation and serving of food in each location, 3 times a day, every day. The personnel shall undergo and observe adequate sanitary controls.

i) Tenderer will include and ensure compliance with hygienic - safety procedures against potential health hazards caused by improper practices in food transportation, production and distribution in accordance with current legislation in Serbia and in line with EU rules and regulations.

Reference:

<http://www.dnrl.minpolj.gov.rs/download/dokumenta/hrana.pdf>

[http://mtt.gov.rs/download/1\(2\)/zakon-o-opstoj-bezbednosti-proizvoda.pdf](http://mtt.gov.rs/download/1(2)/zakon-o-opstoj-bezbednosti-proizvoda.pdf)

The SCRM will monitor on a regular basis the quality of hygiene conditions, food management and distribution and ensure hygiene test be carried out by a specialised testing company.

### **3.3. Menus and distribution plan**

SCRM Field staff within the centers will guarantee that recipients are adequately informed about the quantity and typologies of the meals provided, by conducting on site information sessions and displaying information at distributions points, so to ensure that people are aware of their entitlements. Similarly, also the distribution plan (day, time, location, frequency) and any relevant change, as for example during Ramadan, will be communicated widely and displayed.

### **3.4. Monitoring and evaluation of meals ordered and served**

Daily figures of centers population given to Contractor will be further verified by the Monitoring Evaluation Accountability and learning (MEAL) - SCRM team (which will consist of SCRM field staff and Belgrade Office staff assigned to this task) with spot checks done in the field. This measure will allow verification of the number of beneficiaries waiting in line during meal distribution, number of double servings and leftovers (that will be estimated as a difference between amount of meals produced and distributed). Number of double serving meals will be estimated based on times beneficiaries have asked for additional food and received it.

### **3.5. Geographical area to be covered**

Regional reception centers located within the Republic of Serbia. Specific locations, i.e. Map of reception centers and temporary reception centers for refugees, asylum-seekers and migrants are provided in **ANNEX II A – DELIVERY LIST AND MAP**.

**The list of locations to be covered by the contracted supplier is indicative** and, as such, subject to change in order to adapt to the dynamics in migration flows through the Western Balkans.

### 3.6. Target groups

Refugees, asylum-seekers and migrants, approximately 3,070 beneficiaries accommodated in the following centers: Obrenovac, Adaševci, Principovac, Šid – railway station, Subotica, Sombor, Kikinda, Pirot, Dimitrovgrad, Bosilegrad, Divljana, Vranje, Bujanovac, Preševo, Tutin and Sjenica.

### 3.7. Specific work and Technical specifications

It is the responsibility of the successful tenderer to guarantee that an appropriate backup system is in place in case of planned or unplanned absence. It is responsibility of the contractor to assure that the services and supply are smoothly executed, providing the necessary staff.

The SCRM requires a permanent contact person on the part of the Contractor in order to address all issues and concerns in the day-to-day management. This person shall be able to communicate in English.

- 3.7.1. The Chosen Contractor shall be responsible to perform, at its own expense, once every two weeks a bacteriological analysis of each of the constituents of a full Meal, or as otherwise directed by the SCRM and/or the Health Authority. The tests/analysis are to be conducted at a certified laboratory. SCRM may at its own discretion order additional checks to measure compliance with hygienic requirements of the kitchens and of the actual food to ensure that food quality, quantity and targeted Kcal are met all the time in all 16 centers.
- 3.7.2. The chosen Contractor shall be expected to have HACCP standards in place. The chosen Contractor is to be licensed by the appropriate authority to produce/manufacture food.
- 3.7.3. The SCRM reserves the right to demand the improvement or replacement of any services provided by the Contractor, if in its opinion such a service is not up to standard.
- 3.7.4. The Contractor and the Contracting Authority shall hold meetings at any time at the request of either party in relation to the quality of the products and services or to discuss any problems that may have arisen, improvements that may be required in performance of the tasks, eventual complaints by beneficiaries and decide upon the appropriate remedy to redress such complaint.
- 3.7.5. The SCRM reserves the right to alter the Meal order as required, with due notification being forwarded by an agreed time.
- 3.7.6. The contractor shall put in place a system to record the consumption of meals in order to proceed with the monthly reporting and invoicing. The Contractor shall be required to submit a detailed report on meal consumption, specifying meals ordered and meals served at the end of each calendar month. This information will be cross checked by the delegated SCRM staff.
- 3.7.7. The chosen Contractor shall be responsible to daily deliver to the reception centers pre-prepared meals for breakfast, lunch and dinner and two snacks to be served with breakfast and lunch.
- 3.7.8. When the food needs to be transported to the site, it is necessary to provide adequate conditions for transport so that the food remains warm. Transportation of food should strictly follow Serbian regulation.
- 3.7.9. The contractor shall provide trays – compatible with the mobile tracks at distribution points and kitchen tools necessary to prepare the meals and to serve the food.
- 3.7.10. Further purchase of tableware, kitchen machines and equipment will be the responsibility of contractor. The items will be the property of the contractor. No extra cost will be paid for the

equipment provided by the contractor. Upon end of the contract, the contractor shall collect all its equipment used to provide the requested supply/services.

3.7.11. The Contractor shall prepare all food in a hygienic manner. The maintenance and cleanliness of serving area and cooking or serving equipment shall be the responsibility of the Contractor and in compliance with Health and Safety and Hygiene Regulations.

3.7.12. The Contractor is responsible for supplying all necessary cleaning materials and equipment.

3.7.13. No SCRM's insurance shall cover the Contractor's staff against accidents arising in the course of duties carried out at reception centers. The Contractor should specifically indemnify SCRM in respect of their staff's negligence.

3.7.14. Supply and Delivery

Delivery time will be as follow (but subject to SCRM decision):

Type of meal	Time of distribution
Breakfast	7:30 – 9:00
Lunch	12:00 – 13:30
Dinner	18:30 – 20:00

It is the responsibility of the contractor to ensure on-time delivery.

The meals shall be well prepared, fresh, nutritious and taking into account the varying tastes of the multicultural clients.

#### **Delivery note**

Each delivery shall be accompanied by a delivery note in duplicate, duly signed and dated by the Contractor or his carrier, giving the Order number and particulars of the goods delivered. One copy of the delivery note shall be countersigned by the SCRM representative at the reception center and returned to the Contractor or to his carrier.

Signing of the delivery note by the Contracting Authority, is simply an acknowledgment of the fact that the goods have been delivered and in no way implies conformity of the goods with the Order.

#### **Food order delivery**

The chosen Contractor shall be responsible for putting in place a data collection system to process the meal orders originating from each reception center.

The exact number of daily meal requirements / quantities are communicated by the Contracting Authority on a daily basis and will be confirmed to the Contractor within the agreed cut-off time (usually within 24 hours) and could vary per location and per type of meal. The Contracting Authority shall have the right to contact the chosen Contractor's representative and to request the supply of extra Meals in case of urgent admission and last minute changes. This communication shall be done first in writing and then re-confirmed verbally in enough time for the chosen Contractor to be able to produce the requisite meals in time.

3.7.15. Delivery quantities

The expected delivery quantities are communicated by the SCRM on a daily basis and will be confirmed to the Contractor within 24 hours in advance and could vary per location and per type of meal. The SCRM management shall have the right to contact the chosen Contractor's representative and to request the supply of extra Meals in case of urgent admission and last minute changes.

The Contractor should be able to decrease and increase the production and delivery of meals up to 25% variation per reception center on short notice (24 hours) as per the SCRM request without changes in price.

In case SCRM is closing a Reception Centre, it will give a 10 day notice to the Contractor.

#### 3.7.16. Delays in implementation of the tasks

The Contractor guarantees that the preparation, delivery and distribution of meals will be done in quality, quantity and in due time as stipulated in the tender documentation.

In the event where the Contractor fails to deliver the ordered quantity of meals requested by the Contracting authority and fails to provide replacement as per Article 24.1 paragraph 4 of the Special conditions, the Contracting authority shall be entitled to claim a compensation in the amount of 10% of the total price of the meal ordered.

#### 3.7.17. Hygiene and order

The contractor is responsible for disposal of waste. It shall commit itself to avoiding unnecessary packaging and reduce the amount of waste to the minimum. The contractor bears the cost for linen (dish towels, etc.) as well as the washing of linen.

Dishwashing and cleaning of areas used by the Contractor is the responsibility of the contractor, who shall carry the costs for cleaning materials.

#### 3.7.18 Financial proposal

In the financial proposal form, **ANNEX IV-A – Price offer**, you will find an estimation of meal quantities per reception center. Quantities are only an estimation and they are **not binding** for the Contracting Authority.

Special dietary needs (food allergies and gluten and lactose intolerances) should be catered for daily needs as per request of Contracting authority. No additional charges for such meals shall apply. Menu item ingredients with potential risks to food intolerance should be posted for information purposes.

#### Sample Menus

Pre defined sample menus (in English and in Sebian) to be used as a base line for pricing and planning purposes are given in **ANNEX II - C**

### 3.8. Project management

#### 3.8.1. Responsible body

The chosen contractor will work under the direct supervision of the SCRM management or any other person designated by them.

#### 3.8.2. Management structure

The chosen contractor will be expected to provide details to the SCRM of all standard operating procedures including those for purchasing, food handling, food storage and cleaning routines. Any planned changes to these procedures during the contract period shall be notified to the SCRM in advance. The SCRM retains the right to carry out specific inspections when and where necessary.

The chosen contractor will integrate and coordinate the operational procedures with the SCRM management and with all relevant personnel as may from time to time be required for the smooth running of the supply/service.

The chosen contractor will work under the direct supervision of the SCRM management and / or any other person designated by the SCRM and shall follow any reasonable directions given by the SCRM Management or their designate.

### 3.8.3. Management of involved staff

Care must be taken to ensure that manager/supervisors are employed / trained who have the necessary large-scale production management skills.

## 3.9. Security procedures at reception centers

3.9.1. The Contractor shall ensure that its employees are aware of the security and other regulations and that they fully comply with such regulations. Damage caused to any items belonging to the SCRM will be borne by the Contractor.

3.9.2. The chosen contractor, his employees or his representatives shall only have access to areas within reception centers prescribed by the SCRM. Contractor shall provide names of employees delivering meals at least one day before the service. This is necessary in order to obtain entry permit at the security check point.

## 4. **LOGISTICS AND TIMING**

### 4.1. Location

The SCRM shall grant the Contractor access to the reception centers as per Map given in Annex II-A in order for the Contractor to carry out the supply.

### 4.2. Procedure to be followed for the provision meals:

- The prepared meals at Contractor's production facility are stored in appropriate containers and transported in appropriate vehicles to each of the reception centers.
- Food stored in specialised containers is brought to dining areas. Food is served warm to beneficiaries.
- The SCRM representative at the reception center will sign delivery document on receipt of meals.
- The meals are distributed to beneficiaries by kitchen assistant(s) provided by the Contractor.
- SCRM representative and staff dedicated by the contractor check meals ordered against meals served and make a record.
- On completion of services the Contractor collects its inventory, cleans the dining area and leaves the reception center.

### 4.3. Start date & period of implementation of tasks

The provisional start date is March 2020 and the period of implementation of the contract will be at most 15 months from this date. Please see Articles 19.1 of the special conditions for the actual start date and period of implementation.

Depending on the availability of funds the Contracting authority may extend the contract for additional services depending on the outcome of the initial contract.



## **5. REQUIREMENTS**

### **5.1. Staff**

- 5.1.1. The chosen Contractor shall ensure that all staff employed are properly trained. In the case of supervisory and management staff, all are to be in possession of recognized qualifications and certificates related to their area of work.
- 5.1.2. The Contractor's employees engaged on serving food at reception centers shall have a basic knowledge of the English language.
- 5.1.3. The Contractor shall provide all required on site personnel necessary in order to carry out the transportation and serving of food in each location, 3 times a day, every day.
- 5.1.4. The Contractor's employees shall undergo and observe adequate sanitary controls.
- 5.1.5. The Contractor shall select and hire other staff necessary for the execution of the contract.
- 5.1.6. The Contractor shall submit details of all managerial and technical staff to the SCRM and shall secure the SCRM's approval of such staff prior to their allocation at Reception centers. The SCRM reserves the right to accept or reject without explanation, any of the Contractor's nominated employees and/or representatives.

### **5.2. Facilities**

#### **Areas designated for the use by the Contractor**

- 5.2.1. The chosen Contractor will be given specific areas such as Rubb halls or canteens to be used to deliver and dispatch the meals to beneficiaries.
- 5.2.2. The chosen Contractor shall also implement necessary alterations, which in the opinion of the SCRM are considered necessary both for the smooth and efficient running of the meal supply as well as in the interest of the beneficiaries.

#### **Cost of facilities**

- 5.2.3. The Contractor shall bear all costs and charges for any additional facilities outside the Reception centers or any other location indicated by the SCRM for the implementation of the Contract.

### **5.3. Equipment**

The SCRM management can provide the appointed contractor with a list of basic catering equipment that is in use at present at the Reception centers. The appointed contractor may take over all such equipment for his own use, only after the written request and approval of SCRM management. Such equipment will remain the property of the SCRM.

## **6. REPORTS**

### **6.1. Reporting requirements**

The contractor will submit the following reports in Serbian and English language in one original and one copy:

- **Monthly Report** is to be produced **by the 5<sup>th</sup> of the current month for the previous month**, from the start of implementation. In the report the contractor shall describe e.g. any difficulties encountered or expected, suggestions for the improvement of the execution of services. The monthly reports must be accompanied by corresponding invoices and are bases for monthly payments.

- **Final report should summarise the monthly reports.** The structure of the final report will be additionally communicated to the Contractor. The final report must also be provided along with the corresponding invoice and is obligatory for the execution of the final payment.

The report referred to above must be submitted to the project manager identified in the contract. The project manager is responsible for approving the reports.

## **7. MONITORING AND EVALUATION**

### **7.1. Specific performance measures:**

- 7.1.1. The SCRM management and /or its representative can inspect the premises where the food is prepared, all equipment and all facilities used during food preparation and transportation and all other visible and tangible aspects covered by the provision of meals.
- 7.1.2. The chosen Contractor would also be subject to periodical quality control inspections by the selected local public health institution during the validity term of the contract.
- 7.1.3. The Contractor must ensure that all food purchased, stored, prepared, cooked, distributed and served must conform to the provision of relevant national legislation.
- 7.1.4. A Hazard Analysis Critical Control Point (HACCP) monitoring and control process covering the whole process (i.e. from purchase of raw materials to serving of meals) will have to be in place.

**Failure to produce documentary evidence (of the HACCP system) with the submission of the tender documents will result in an automatic exclusion of same tender!**

This documentary evidence must be kept up-to-date and must be available for inspection upon request by the SCRM during the validity term of the contract. Results of independent audits of the system may be requested by the SCRM management before the awarding of the contract as well as during the validity term of the contract.

- 7.1.5. The SCRM reserves the right to demand the improvement of any service provided by the Contractor, if in their opinion such a service is not up to standard. Any meal which is or appears to be inferior in quality, vis-a-vis appearance, taste or smell, would be refused by the SCRM – Food field officer or other delegated personnel. In the latter case, substitute meal / meals must be provided within a maximum of three hours. Such replacement can include the purchase of alternate services (especially in the case where the meal service needs to be served immediately) from other service providers at the expense of the current contractor.
- 7.1.6. The Contractor has to maintain an on-going staff-training programme related to food hygiene and safety. The chosen contractor shall provide evidence upon request of such training programme.

### **7.2. Special requirements**

- 7.2.1. The chosen Contractor shall be required to meet strict quality standards, parameters and criteria both in terms of the quality of the supplied product and in terms of the service provided including but not limited to delivery, timeliness, hygiene, transport, staff training, etc. The chosen Contractor shall ensure that all the equipment is in working order and properly maintained.
- 7.2.2. The vehicles used for the transport of meals from the production facility to the reception centers are to be duly certified as being suitable for the transportation of food. Meals have to be

maintained in warm state; therefore the vehicles must be capable of transporting food at the prescribed temperatures.

- 7.2.3. The chosen Contractors shall be responsible to provide the Supply of meals every day throughout the year and in quantities requested by the Contracting authority.
- 7.2.4. The chosen Contractor shall at all times maintain a staff complement, which the Contracting authority considers adequate and suitable for efficient and expeditious operation of the supply to be provided.
- 7.2.5. The chosen Contractor shall ensure that all staff employed is properly trained. In the case of supervisory and management staff, all are to be in possession of recognised qualifications and certificates related to their area of work.
- 7.2.6. The chosen Contractor shall ensure that all catering (staff serving food) wear a uniform, including a headdress (where applicable), as required by Law.
- 7.2.7. The chosen Contractor and his employees, shall not cause or permit any nuisance, annoyance or cause damage, inconvenience or discomfort to any person at any of the reception center. The Contracting authority shall have the right at any time to request the chosen Contractor to remove/replace from the reception center's site any person representing the chosen Contractor or employed by the chosen Contractor.
- 7.2.8. The chosen Contractor shall ensure that all his personnel are insured against injury on the premises of the Contracting authority i.e. reception centers.
- 7.2.9. The chosen Contractor shall nominate and appoint a manger fully responsible for the management of the supply / services.

### **7.3. SUPERVISION**

- 7.3.1. Regular food inspection for testing of quality, appearance, taste and portion size, shall be held at the discretion of the SCRM management. The SCRM or his representative shall also have the right to inspect on a regular basis, the chosen Contractor's facilities and any other location involved in the execution of the contrat to ensure that the conditions of the Contractors and the standard of service is being followed.

### **7.4. QUALITY**

- 7.4.1. The chosen Contractor shall also be subject to periodical inspections by the Public Health institution to ensure that local regulations are rigorously observed and that the overall environment upholds the highest hygienic standards.
- 7.4.2. The chosen Contractor must ensure that all food purchasing, storage, preparation, cooking, distribution and serving shall be in accordance with local legislation.

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