

CONTRACT

for providing students with meals

Abay region, Semey

August 31, 2023

Educational Institution “Alikhan Bokeikhan University”, hereinafter referred to as “Customer”, represented by Rector Kurmanbayeva Shyryn Asylkhanovna, acting on the basis of the Charter, on the one hand,
and **Individual Entrepreneur “Abdanova Baktyzhamal”**, hereinafter referred to as “Contractor”, on the other hand,
jointly referred to as the Parties, hereinafter jointly referred to as the “Parties”, have concluded this Contract for the provision of meals to students (hereinafter referred to as the Contract) as follows:

1. SUBJECT OF THE CONTRACT

1.1 The purpose of this Agreement is to provide services on organization of hot meals (including lunch), hereinafter referred to as “Services”.

1.2 The present Agreement defines conditions for qualitative organization of meals realization by the Contractor to the Customer.

1.3 Under additional (intermediate) nutrition is understood realization (free sale) of ready meals, food products, ready to eat and culinary products as products in sufficient assortment.

1.4 The Contractor renders the following services to the Customer, which are included in the price:

1.4.1. organization of hot meals under the buffet system, providing high quality hot meals for students, employees according to the menu approved by the Contractor, taking into account seasonality, sale of culinary products and other products;

1.4.2. timely provision of food products necessary for production and trade and service process;

1.4.3. introduction of new equipment and technology, progressive forms of service and labor organization;

1.4.4. compliance with the requirements for the activities of public catering organizations.

1.4.5. use of quality products in food preparation;

1.4.6. ensuring compliance of the Contractor's employees with the rules of personal hygiene when rendering services under this Agreement.

1.4.7. providing the Customer's students and employees with comfortable eating conditions.

1.5 Meals are served according to the buffet system.

1.6. The working mode of the buffet by days of the week and hours shall be agreed upon by the Parties.

1.7 In order to achieve the goals of this Agreement, the Customer entrusts and the Contractor undertakes obligations to:

- realization of dishes, the quality of which should correspond to the requirements of the current rules, standards, technical norms, certificates and other requirements of the current legislation of the Republic of Kazakhstan to this type of goods (works, services);

- fulfillment of all other necessary actions within the limits of authority established by the current legislation of the Republic of Kazakhstan.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1 The Customer has the right:

2.1.1. to demand from the Contractor proper fulfillment of obligations in accordance with this Agreement, as well as to demand timely elimination of revealed defects. To make claims to the Contractor on the quality of the realized dishes;

2.1.2. control compliance with the operating mode of the buffet system agreed upon and approved by the Contractor;

2.1.3. demand from the Contractor a sufficient assortment to satisfy the consumer demand in the buffet system;

2.1.4. to refuse to execute this Agreement, having notified the Contractor about it at least one month in advance, provided that the price of actually realized meals is paid to the Contractor;

2.1.5. demand from the Contractor to provide services in accordance with sanitary rules and the current legislation of the Republic of Kazakhstan;

2.1.6. exercise control and supervision over the course and quality of meals, as well as compliance with deadlines;

2.1.7. to assign to the Contractor a reasonable term for elimination of defects, if during realization it became obvious that the goods were not realized properly;

2.1.8. demand that no alcoholic beverages are sold in the buffet.

2.2 The Customer undertakes:

2.2.1. provide the Contractor with information necessary for the quality provision of the Services;

2.2.2. to approve together with the Contractor the mode (schedule) of operation;

2.2.3. ensure in the premises of the canteen/buffet the action of the exhaust hood and proper disinfection, deratation and disinfestation;

2.2.4. to make timely payment in accordance with the terms and conditions of this Agreement.

2.3 The Contractor shall have the right to:

2.3.1. to request and receive from the Customer documentation and information necessary for fulfillment of this Contract;

2.3.2. to inform the Customer about the form of rendering the Services, about the expected changes and consequences that may arise for the Customer in the course or as a result of rendering the Services during the sale;

2.3.3. to demand timely signing of delivery notes, properly realized meals under this Agreement;

2.3.4. to demand timely payment for duly realized meals;

2.3.5. independently determine the daily menu composition and provide Services to the Customer's employees within the framework of this menu;

2.3.6. to request from the Customer explanations and clarifications regarding the activities performed under this Agreement. To receive assistance from the Customer in rendering the Services in accordance with the terms and conditions of this Agreement;

2.3.7. demand from the Customer's employees to observe the rules established in the cafeteria and inform the Customer about all violations of these rules by its employees;

2.3.8. to refuse from obligations under this Agreement. Having notified the Customer at least one month in advance, subject to reimbursement of losses to the Customer.

2.4 The Contractor undertakes:

2.4.1. the Contractor undertakes to provide a comprehensive lunch, to the Customer's employees and trainees, and the Customer undertakes to pay for the goods in accordance with this Agreement;

2.4.2. to provide the Services specified in accordance with this Agreement in a proper manner and within the specified timeframe and in full;

2.4.3. provision of a complex lunch in terms of quantity and quality shall be made by the Contractor;

2.4.4. in case of receiving claims from the Customer to the quality of products or ready meals, to replace them with similar quality products within the period specified in the claim;

2.4.5. ensure high quality of food preparation in the required assortment and quantity, high service culture;

2.4.6. to provide services on organization of daily varied meals for students during the period from the conclusion of the Contract and to sell buffet products;

2.4.7. ensure the operation of the buffet, buffet trays on the territory of the Contractor (canteen) in accordance with the current sanitary rules. Together with the Customer to approve the mode of operation of the canteen and realization of buffet products;

2.4.8. upon agreement with the Customer, the Contractor may provide additional services:

- organization of hot meals for third parties;

- service outside the agreed mode of operation, subject to reimbursement of expenses for these services by issuing additional invoices;

- organization of sales of semi-finished products, culinary products, baked goods, drinks, as well as reception of preliminary requests for these products;

- monitor the fulfillment of the menu;

2.4.9. when selling to be guided by the instructions and orders of the Customer, as well as to comply with the requirements of the legislation of the Republic of Kazakhstan regulating the activities of public catering organizations;

2.4.10. to form a brigade to provide catering services;

2.4.11. to display the menu with the indication of output and price of each dish on a daily basis. In case of unforeseen circumstances, substitutions of dishes, culinary products and food products with similar products, similar in nutritional and energy value are allowed;

2.4.13. to provide the buffet with appliances (bread bowls, spices, etc.), kitchen equipment, overalls (for the working personnel), white coats (for representatives of inspection bodies) and detergents in accordance with the current equipment norms;

2.4.14. ensure compliance with the established rules of raw material acceptance, culinary processing of food products, as well as the conditions of storage and realization of products;

2.4.15. ensure observance of the established rules and requirements of sanitary, technical and fire safety in the Customer's premises, be responsible for observance of safety rules;

2.4.17. ensure timely medical examination of employees, hygienic training and certification of employees involved in the process of providing basic (hot) meals, in accordance with the current legislation of the Republic of Kazakhstan;

2.4.18. keep the premises and equipment of the food unit, canteen clean, conducts proper cleaning of the premises, sanitary treatment and disinfection of items of production environment, equipment, inventory and utensils;

2.4.19. after the service of each event to provide the Customer with an invoice for payment;

2.4.20. to warn the Customer about possible unfavorable consequences, as well as other circumstances that threaten the proper rendering of services under this Agreement or make it impossible to complete them in time;

2.4.21. in case of impossibility to fulfill the obligations under the Contract, to notify the Customer in writing about the occurrence of unforeseen circumstances not later than three days from the moment of their occurrence;

2.4.22. to wash dishes after meals and clean the dining hall in accordance with sanitary norms;

2.4.23. to eliminate identified deficiencies in a timely manner;

2.4.24. provide unhindered access to the Customer's representatives or authorized bodies in order to check the Contractor's compliance with the above-mentioned obligations;

2.4.25. at sale of dishes to ensure availability of necessary technical documents established by the current legislation of the Republic of Kazakhstan at the food-block (canteen) and/or in places of buffet service.

2.5. The Parties undertake to keep in secret commercial, financial and confidential information received from the other Party at execution of the present Contract.

3. ORDER OF ACCEPTANCE OF SERVICES

3.1 The services under this Agreement shall be deemed performed from the moment of signing by the Customer of the Act of rendered services.

4. PROCEDURE OF PAYMENT

4.1 The cost of Services for one person is 1000 (one thousand) tenge for one complex lunch.

4.2 Payment for the Services on organization of catering is made by the Customer on the basis of the Acts of rendered services within five working days from the date of their signing.

5. TERM OF VALIDITY OF THE CONTRACT

5.1 The present Agreement shall come into force since 31.08.2023 and shall be valid till 01.08.2025.

5.2 The Contract shall be deemed prolonged for each subsequent calendar year, if 30 (thirty) days prior to the expiration of the Contract term neither of the Parties declares its termination in writing.

5.3 Any amendments, additions to the Contract shall be valid only if they are made in writing and signed by both Parties, formalized by an additional agreement, which will be an integral part of this Contract.

5.4 This Agreement may be prematurely terminated in the following cases:

5.4.1. in case of the Contractor's violation of the terms of nutrition provision, technological processes of food storage or dish preparation, which caused an outbreak of morbidity;

5.4.2. on the initiative of the Contractor in case of non-fulfillment of the terms of this Agreement by the Customer.

5.5 This Agreement may be terminated on the initiative of either Party, provided that the other Party is sent a written notice 30 (thirty) days prior to the date of termination.

5.6 In case of early termination of the Contract, the Parties shall be obliged to make all settlements, taking into account the duties and responsibilities of each Party under this Contract.

6. LIABILITY OF THE PARTIES

6.1 The parties are responsible in accordance with the current legislation of the Republic of Kazakhstan.

6.2. The Contractor guarantees the quality of dishes, and he also confirms that he possesses all necessary valid documents for sale, issued by the authorized state bodies of the Republic of Kazakhstan.

6.3. The Contractor is responsible for the correct registration of admission to work, availability of sanitary books, licenses necessary for operation, and compliance with the requirements of this Contract and the legislation of the RK, as well as the conditions of state controlling bodies or third parties.

6.4 The Contractor shall be responsible for the quality of dishes in accordance with the legislation of the Republic of Kazakhstan.

7. CONFIDENTIALITY

7.1 During the term of validity of this Contract and within three years after its termination all information under this Contract shall remain confidential.

7.2 Transfer of Confidential Information by one Party to third parties shall be subject to written authorization of the other Party. Only those employees and officials of the Parties who should possess such Confidential Information for fulfillment of their duties under this Agreement may have access to the Confidential Information.

8. FORCE MAJEURE CIRCUMSTANCES

8.1 The Parties shall be released from liability for partial or full failure to fulfill their obligations under this Agreement, if it is a consequence of force majeure circumstances, i.e. is of an extraordinary nature, which arose after the conclusion of this Contract and does not depend on the will of the Parties who could neither foresee nor prevent it by reasonable measures (force majeure), including wars (declared and actual), civil collisions, epidemics, blockades, embargoes, earthquakes, floods, fires, other natural disasters, prohibiting state sanctions, etc. During the force majeure the obligations of the Parties shall be suspended, without applying any sanctions and claims for compensation of losses for late fulfillment of obligations.

8.2 In case of force majeure circumstances, the Party subjected to such circumstances shall notify the other Party within 15 (fifteen) days, with the attachment of supporting documents of the authorized bodies of the Republic of Kazakhstan. Failure to notify or untimely notification of the occurrence of force majeure circumstances deprives the Party concerned of the right to refer to any of them as a basis for exempting it from liability for failure to fulfill its contractual obligations.

8.3 If the force majeure continues for two consecutive months, either Party shall have the right to terminate this Contract without any mutual obligations.

9. OTHER CONDITIONS

9.1 The Parties undertake to take all possible measures to settle any disputes and disagreements arising in connection with the Contract through negotiations.

9.2 All disputes between the Parties, on which no agreement was reached through negotiations, shall be resolved in the courts of the Republic of Kazakhstan in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

9.3 In case of change of details, the Parties are obliged to notify each other about all changes within three days.

9.4 All amendments and additions to the contract are valid if they are made in writing and signed by authorized persons of the Parties.

9.5 This Agreement is made in two copies, one copy for each of the Parties. Both copies shall have equal legal force.

10. ADDRESSES AND BANK DETAILS OF THE PARTIES

10.1. "Customer"

EI «Alikhan Bokeikhan University»
071400, Abay region, Semey,
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IIC: KZ976010261000026178
JSC «Halyk Bank»
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10.2. "Contractor"

Individual Entrepreneur
“Abdanova Baktyzhamal”,
IIN: 600522400634
JSC «ForteBank»
IIC: KZ2996505F0008194317
BIC: IRTYKZKX
Beneficiary Code 19

Rector _____ Kurmanbayeva Sh.A.

IE _____ Abdanova B.