# Schedule 3

## **Safety Procedures**

#### I. Food Safety Requirements

## **1. Supplier Certifications:**

- A. The Supplier will obtain and maintain a valid Food Safety Management System certification at all times during the contractual period. A minimum of HACCP certificate from an accredited third-party certification body is required. Suppliers are encouraged to adopt GFSI recognised schemes (FSSC 22000, BRC, SQF, IFS etc). A copy of the valid certificate will be provided at the time of Agreement.
- B. The Supplier will immediately provide written notification to the Customer of any discontinuation/termination of its food safety certification.

#### 2. Supplier Audit:

- A. All local and overseas Suppliers will be audited/assessed in line with the Customer's supplier assurance program.
- B. For new suppliers, a pre-audit questionnaire and Food allergen questionnaire must be completed and submitted to the Customer's Food Safety department prior to the request for on-site certification audit request.
- C. Supplier risk characterisation will be conducted based on the details pertaining to the intended scope of business with the Customer, i.e. list of products and processes, for risk assessment and characterisation into High, Medium and Low risk suppliers and determine the audit frequency and methodology.

Supplier Risk	Type of products	Frequency of audit*
High	Ready to eat chilled and Frozen products. Protein rich foods, Raw seed sprouts.	Once in 12 months
Medium Foods that will undergo further Heat Treatment, Raw fruits & Vegetables		Once in 12 months
Low	Ambient dry products	Once in 24 months

#### **Table: Supplier risk categorization**

D. Food safety approval for the Supplier will be given solely for Products and processes witnessed or assessed during the audit. Any additional Products added or incorporated in the scope at a later stage of the Agreement will be submitted in writing to the

Customer for necessary risk assessment and on-site visit, if deemed necessary. The Supplier understands that an "Approved Supplier" status implies only to the products and process assessed onsite and approved. It does not guarantee or authorise it to supply any food items to the Customer.

- E. The Customer reserves the right to conduct unannounced audits at the Supplier's premises during its normal operational hours. The Supplier will facilitate the audit with any of the operations personnel in charge as an auditee. It is not necessary that a quality/technical/food safety manager to be physically present during the unannounced audit. Should the customer decide to conduct unannounced audit, it will be notified to the supplier in advance and request for blackout dates for three months.
- F. In case of announced audits, the Supplier is required to provide confirmation to the Customer or propose an alternate date within three (3) calendar days of notification of the audit schedule. The Supplier can only request for the postponement of the audit schedule once.
- G. The Customer reserves the right to accept or decline the proposal of alternate audit dates considering the risk type of Supplier, e.g. a Supplier of high-risk products may not request for postponement of audit for reasons including its quality manager being on leave or an on-going maintenance activity taking place on the premises. Such reasons will not be considered valid and genuine.
- H. A detailed corrective action plan with a completion deadline will be submitted to the Customer within seven (7) calendar days of receipt of the report containing the nonconformities and observations during the audit. Supporting evidence such as pictures, copy of LPO, training records, and certificates will be attached along with relevant sections for verification and close out of observations and non-conformances.
- I. Whenever applicable, audits will be conducted using electronic audit (e.g. overseas suppliers and low risk suppliers). The Supplier will complete the self-audit questionnaire with a high level of honesty and integrity. The Supplier will provide copies of all relevant documents and supporting evidence specific to the criteria listed in audit checklist- FS-COP-PRP-029-FRM-01.
- J. For Surveillance audit of the Overseas suppliers, if the supplier is certified with GFSI (Global Food Safety Initiative) recognized Food Safety Management System, selfassessment may be discounted. The supplier shall submit the latest GFSI audit report, with corrective action report and supporting evidence to the Customer's Food Safety department. However, the decision on discounting the E-audit solely depends on the customer, after reviewing the documents received from the supplier.
- K. For the Supplier Accreditation audit of Overseas suppliers, a detailed E-audit will be conducted by the customer.

L. The self-audit will be completed on the specified date. The audit report along with supporting evidence will be submitted within the deadline of submission.

# 3. Complaints handling and response:

# A. Foreign Objects/Quality Defects

- 1. In case of reports pertaining to foreign objects and quality defects with the contaminant/defect confirmed to have originated from the Supplier, the Supplier will perform a thorough investigation at the processing premises on the Product as well as the process flow in order to identify the possible root cause and initiate corrective preventive measures.
- 2. The investigative findings along with supporting evidence (e.g., pictures of corrective actions/training records, copy of LPO) will be submitted within two (2) Business Days to the Customer for medium and low risk complaints. For critical foreign object complaints, the turnaround time is one (1) Business Day. The investigative report will be based on risk assessment and that it is technically and scientifically accurate information in order for the Customer to consider the response as valid. The Customer will not consider generic responses with insufficient information and inadequate corrective/preventive measures.
- 3. The Supplier's response may be submitted to the Customer's legal department in the event of a complainant claiming for compensation or legal proceedings due to meal(s) contaminated with foreign objects or quality defects.
- 4. In this event, the Customer reserves the right to conduct unannounced problem investigation audits at the Supplier's premises. The Supplier will facilitate and co-operate with the auditors by being honest and transparent in the process of identifying the root cause of the complaint.
- 5. Based on the severity of a foreign object complaint, the Customer reserves the right to cease the supply of the implicated Product or terminate the Supplier from continuing its supply to the Customer. Further approval will follow the certification audit procedure in line with FS-COP-PRP-029.
- 6. In case of foreign objects spotted within the Customer's premises or from the customers of clients, the Customer reserves the right to withdraw and return the product (Ref: FS-COP-PRP-026) in entire quantities or just the implicated batch from the stock in-hand from all business units of the Customer.
- 7. The stock in-hand include those quantities in chillers, freezers, and dry store facilities. It also includes Products that are in progress, finished, ready to despatch and already despatched meals on board. The quantity of Products that are recalled and quarantined will be communicated to the Supplier. The entire quarantined

quantity of recalled Products will be taken back by the Supplier for further handling/disposal in line with the Dubai Municipality guidelines.

Severity of Foreign Object	Risk	
High	Critically hazardous to human health may cause injury. e.g. Glass fragments, metal pieces, etc.	
Medium	Medium is hazardous to human health, including choking. e.g. Plastic, stones, bones, etc.	
Low	Low risk and quality issues e.g. Hair, Insect, thread, etc.	

# **Table: Severity of Foreign object**

# B. Food poisoning allegations and outbreaks

- 8. In the event of customer complaints pertaining to food poisoning allegations related to the Products supplied to the Customer, the Supplier will conduct thorough investigation of the Product as well as the process flow at the manufacturing facility as per the food poisoning investigation procedure.
- 9. All relevant due diligence documents such as time and temperature records, CCP, OPRP and PRP related to the product and process, Microbiology Test results, copies of food handler training record, employee health card etc. will be submitted within one (1) Business Day from the Customer's request. A microbiological test report of the implicated Product will be produced if available or copies of product/shelf-life validation certificates will be submitted to the Customer.
- 10. The Customer reserves the right to conduct unannounced problem investigation audits at Supplier's premises. As part of the investigation process, the auditors will collect samples of food or beverage and/or personnel or environmental swabs for examination at the Customer's microbiology laboratory or in an independent accredited laboratory. The Supplier will facilitate and co-operate with the auditors by being honest and transparent in. the process of identifying the root cause of the complaint.
- 11. In case of a confirmed case of food poisoning outbreak or foreign object contamination that has resulted in product recall or withdrawal when the investigation reveals that the source of contamination is due to Products supplied by the Supplier, the Customer holds the responsibility to notify the Food Safety Department of Dubai Municipality in line with their food poisoning reporting protocol.

12. Based on the severity of the incident and investigative findings, the Customer reserves the right to suspend supply of implicated Products or terminate supply of products contracted. Further approval will follow the certification audit procedure in line with FS-COP-PRP-029.

#### C. Microbiological failure reports

- 13. All Products supplied (raw, ready to eat, ingredients, condiments and beverages) will be subjected to periodic microbiological verification as per the in-house schedule and criteria for microbiological quality of food (Ref: FS–COP-PRP-016-REF-01). Tests will either be conducted the Customer's in-house laboratory or an authorized third-party laboratory. The supplier is expected to follow the customers microbiological quality standards.
- 14. For instances of failure on microbiological quality parameters (Total viable count, coliforms, etc., if it has exceeded the customers microbiological quality parameters) in products, supplier will be notified if there are two (2) consecutive failures. And in case of pathogen detection (Salmonella, Listeria, Shigella, etc) in product the supplier will be notified on the initial failure. The Supplier will review the process/product flow and provide a response within two (2) Business Days.
- 15. If the Supplier responds with test reports of parallel/representative samples from an external laboratory indicating satisfactory results that disputes the Customer's microbiological analysis report tested at inhouse accredited laboratory, it will not be considered as a valid justified response. The Supplier will take necessary efforts to conduct thorough investigation in order to identify the source and cause of contamination. Preventive control include report includes action plan to mitigate the risk and contaminant for assuring product safety.
- 16. The Customer reserves the right to recall/ withdraw the implicated Product/batches in line with the recall procedure FS-COP-PRP-026 considering the severity of the microbiological parameter (Indicator or Pathogenic organisms) that has been detected successively and has a significant threat to the business. In such cases, the Customer holds the responsibility to notify the Food Safety Department of Dubai Municipality in line with their food poisoning reporting protocol.
- 17. In order to re-instate or retest the Product, the Supplier will submit a detailed investigation report along with test reports of the implicated Product from two (2) independent accredited laboratories. The Customer's technical team will review the response for its adequacy and suitability and advise procurement team on the further course of action. It will be a purely case-by-case decision, which may additionally require on-site audit for further examination of processes and Products depending on the risk type of the Supplier.

18. In case of any microbiological quality concern of the product (such as repeated test failure or pathogen detection in customer's laboratory testing) supplier will be required to produce a test report and positive release of future deliveries. This requirement will be based on a food safety risk assessment. Based on the risk and susceptibility of the product category and the history of microbiological failures supplier will be requested to submit positive release test report for each batch of delivery. This requirement will be based on customer risk assessment.

# 4. Goods receiving Criteria

19. The Supplier will ensure that the food and beverages are delivered consistently in line with the receiving or delivery protocol stipulated in the HACCP plan. This includes the following requirements:

a)	Valid truck license for transportation of chilled/frozen/dry products – DM tag.
b)	Trucks will be clean and free of pests.
c)	Product integrity and shelf-life;
d)	Refrigerated wherever applicable and in good working condition
e)	Supplier staff follow personal hygiene requirement of the Customer and possess a valid occupational health card.
f)	Vehicles are fitted with plastic pallets and integrity of food is maintained at all times.
g)	Health certificates/Country of origin certificates/Halal certificates/ Certificate of Analysis will be produced for each batch of delivery as and when required.
h)	Wherever feasible supplier truck shall be locked to meet the food defence requirements of the Customer.

20. Temperature requirements will be met (below 5°C for chilled/ Max -15°C hard and no sign of thawing for frozen products at the time of delivery into customer's premises). Notwithstanding the above, vehicle used for food delivery should be capable of keeping frozen food at or below -18°C and chilled food below 5°C during transit.

Type of Food Product	Critical Limit Surface Temperature (°C)	Rejection Limit
Chilled product	5 °C	>5°C
Frozen product*	-15 °C	> -15°C or prior signs of thawing

\*Frozen Products should be hard frozen and without signs of previous thawing at time of delivery such as frost build-up, discoloration, packaging integrity or freezer burn.

21. In the event a Supplier breaches any of the receiving criteria, the Supplier will be given a non-conformance report by the Customer's supply chain department and will return the delivery based on the risk and severity of breach. The Supplier will take necessary corrective and preventive measures and respond within one (1) Business Day to the Customer.

# 5. Documentation requirements

A. Wherever applicable, Supplier will be required to provide a letter of guarantee (LOG) or documented evidence as part of the due diligence defence and substantiate the authorized control mechanism or management system in place for the premises and in the entire food supply chain where the food or beverages are actually processed, transported and stored prior to delivery to the Customer.

Halal certificates	A valid halal certificate or declaration for the facility where the Product was manufactured/processed and stored.	
Country of origin certificate	country where the product was originally cultivated/farmed or sourced and the country where the product was processed. The certificate will carry authentication from competent authorities from country of origin.	
DNA test	DNA test certificate from an independent accredited laboratory (whenever required) for raw or ready to eat Product in order to confirm species or strain of the Products which are plant or animal origin.	
Specification	Suppliers will conform to the Specification in Schedule 1 provided by the Customer for all raw and ready to eat products/ingredients.	
Allergen declaration	Supplier will provide the necessary allergen declaration on the Product label and identify all hidden allergen in their Products.	
Notifications	Supplier will advise the Customer promptly on any voluntary or regulatory product recall/rejections/defective products, which	

		were identified or alerted after delivery of Products to the Customer.
Certificate Analysis	of	Certificate of Analysis ("COA") are certificates with testing results for a particular lot stating the outcome of those test results on the key attributes, and each attribute is found in compliance. The parameters to be included in the COA will be provided by the customer wherever applicable.
Migration report/ contact certi	Test Food ficate	Suppliers of primary food packaging will provide these test report as and when requested.

# B. **Product Specification**

Supplier will provide product specification document in the format specified by Customer, that include all key parameters such as allergen information, microbiological parameters etc. related to product, process, storage, shelf life, Halal compliance etc., wherever required.

# 6. Control of traders, distributors and wholesalers

- A. In case of traders, distributors or wholesalers who act as an intercessor between the principal Supplier and the Customer, the contracted Supplier will ensure that the principal food provider will have and follow procedures and follows appropriate food safety management procedure required by the Customer.
- B. Traders or wholesalers will secure all document evidence of the food safety management system required as and when required and requested.
- C. Although wholesalers and distributors may not process food, they will follow the appropriate food safety management procedures that apply to the Products.
- D. Wholesalers and distributors will be assessed for their application of food safety management procedures, which will cover aspects including pest control, sanitation, storage, distribution, and recall. There will be a detailed assessment of the appropriateness and application of the wholesaler's or distributor's approval and monitoring of their food supplier's food safety management procedure.

# 7. Standards for minimising risk of peanut cross contamination

A. Customer's catering facility is a peanut free. None of the products/ ingredients supplied to the customer will not have peanut as an ingredient. In case the supplier has peanut being processed in the same facility, which produces the products for the customer, all necessary precautions will be taken to assure peanut cross contamination is prevented.

- B. The Customer's maximum threshold for allowable level of peanut is <5ppm peanut per Product.
- C. All existing and prospective suppliers of nut/nut products must provide evidence of steps taken to minimise risk of cross contamination with peanut. This may include (but not limited to) the following:
  - a) Segregation by area: e.g. peanuts harvested, stored, handled and transported in separate facility.
  - b) Segregation by time: e.g. designated timings set for manufacturing of peanut or non-peanut items.
  - c) Thorough sanitisation: decontamination of equipment, surfaces, appliances using appropriate peanut-removing detergent before manufacturing of non-peanut items.
  - d) Whenever requested, the Supplier must provide test reports of Products to prove that the threshold limit for presence of peanut traces in the Product supplied are not breached.

# 8. Product Packaging and Labelling

- a) Supplier should ensure food packaging are in good condition and protect the integrity of the contents so that the food is not exposed to adulteration, damage or potentially harmful contaminants.
- b) Primary packaging should be appropriately sealed to protect integrity of content and contamination of food. And when specified by the Customer, the Supplier should provide products in blue coloured primary packaging material.
- c) Supplier should comply with labelling requirement of Dubai Municipality. Full label in accordance with Dubai Municipality requirement should be placed on both primary packaging and secondary packaging.
- d) At a minimum, the labels should contain below info:

Product name
Ingredient listing
Allergen information
Nutritional information
Company name
Country of origin
Production and Expiration date
Storage instructions and use
Country of origin Production and Expiration date

# 9. Additional Requirements for Overseas Suppliers During Product Shipment and Delivery

- 1. The Supplier shall ensure that the
  - a. Supplier's vehicles or food transporting unit/ cargo containers transporting Frozen food Products shall consistently maintain temperatures at or below -18°C and the vehicles transporting chilled food Products shall consistently maintain a temperature at or below 5°C. Where the Product transportation specifications provided by the manufacturer or any applicable regulatory requirements impose more stringent standards, the Supplier shall adhere to those more stringent standards.
  - b. Supplier vehicles or containers must be approved by the Food Control Department or relevant regulatory body of Country of Origin.
  - c. Supplier shall inspect the cleanliness, physical condition, security, and refrigeration equipment of the vehicle prior to loading to ensure that the vehicle is clean, functional, and maintain the required product temperature and maintain record.
  - d. Supplier's vehicle used for frozen and chilled Products should be pre-cooled to sufficient temperature before loading to verify the efficiency of the refrigeration equipment.
  - e. The temperature of all frozen Products should be maintained -18°C or below and all chilled products at or below 5°C.
  - f. There shall be no prolonged staging of any frozen/chilled Product at the dock or loading area at ambient temperature. This is to ensure that Product temperature is not abused.
  - g. Supplier shall place a pre-checked and calibrated temperature data logger (Temperature Monitoring Device) in the vehicle/container. The data logger's working condition and retrievability shall be ensured by the Customer. Data logged in the logger/TMD shall be retrievable by the Customer upon delivery. It is recommended to provide more than one logger in the shipment containers in case of an unlikely event of logger being not functional during the transit of the products.
  - h. Refrigeration equipment of vehicle or container shall not be turned off at any stage whilst transporting the Products.
  - i. The Supplier shall remain liable to ensure that the temperature requirements set out herein are being met until the delivery of the Products to the Customer . If in the instance of temperature breakdown or vehicle breakdown, the Supplier shall take all reasonable measures to ensure the Product's safety is not compromised and shall immediately notify the Customer of the occurrence of such an event. If the Product safety is found compromised under the technical evaluation of the Customer, the Supplier shall be liable against any wastage or damage incurred and shall reimburse the Customer for any costs and damages suffered as a result.
  - j. Where necessary, cargo containers should be marked 'For Food Only' to ensure that the containers are not used for other Products.

- k. Food transportation and storage units/equipment must be of suitable capacity. During transportation, the Products should be stored in ways that allows smooth airflow to ensure sufficient refrigeration.
- 1. Suppliers shall maintain all food safety records pertaining to the shipment and provide all documents including the logger data. should be provided in case of any audits or complaint investigation.
- m. Products should not be handled or transferred in any way that may cause damage, contamination or adulteration of the Products.
- 2. Notwithstanding the above, the Supplier are obliged to abide by the requirements issued by the Dubai Municipality Food Safety Department, and any related law, regulation, code, circular, guideline that are relevant to food transportation while supplying the Products to the Customer.
- 3. Where the Supplier has contracted a third-party logistics provider for food transportation, the Supplier must ensure that the third party meets the requirements stipulated herein.

Type of Food Product	Vehicle Temperature (°C)	Data Logger / TMD*
Chilled product	5°C or below	Availability of a functional and retrievable data logger demonstrating vehicle /container temperature throughout the transit at or below 5°C
Frozen product	-18 °C or below Availability of a functional and retrieval logger demonstrating vehicle/contait temperature throughout the transit at or 18°C	

#### Food Receiving Criteria for Overseas deliveries

\*Recommended keeping more than one data logger

# Food Receiving Criteria for shipment (Transit)

Type of Food Product	Critical limit for Logger data	Data Logger / TMD*
Chilled product	During transit, cabinet temperature should be maintained at 5°C or below, except loading and unloading and during defined period of chiller defrosting	Below 5°C
Frozen product	Frozen product During transit, cabin temperature should be maintained at -18°C or below, except loading and unloading and during defined period of freezer defrosting	