



REPUBLIC OF THE PHILIPPINES

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NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY

# The NEDA Central Office Canteen Concession Agreement

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**TERMS OF REFERENCE (2018-2020)**

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## **TERMS OF REFERENCE**

### **THE NEDA CENTRAL OFFICE CANTEEN CONCESSION AGREEMENT**

#### **A. RATIONALE**

It is important that canteen facilities and services be made available to NEDA Central Office (CO) officials and employees to ensure the adequate provision, cleanliness and prompt delivery of food requirements.

Likewise, the premises for a canteen operation is needed by the Canteen Concessionaire (hereinafter referred to as Concessionaire) to effectively address the food requirements of said officials and employees and the food requirements during meetings or special events organized by the NEDA CO.

In this regard, a Canteen Concession Agreement (hereinafter referred to as Agreement) is proposed wherein a Concessionaire shall operate the NEDA Canteen (hereinafter referred to as Canteen), which is located within the premises of the NEDA CO in Pasig City for three (3) years, from the date of execution of the Agreement.

#### **B. SCOPE**

1. The facilities shall be intended for canteen operations only; and
2. The facilities shall be exclusively operated by only one Concessionaire.

#### **C. OBLIGATIONS OF NEDA**

The NEDA shall:

1. Provide a 189 (21x9) sq. m. space for canteen facilities with the following amenities:
  - a) Dining area;
  - b) Kitchen;
  - c) Wash areas;
  - d) Two separate rest rooms for males and females
2. Provide the complimentary use of the following furniture/fixtures and equipment:
  - a) Tables;
  - b) Chairs;
  - c) Refrigerator;

- d) Freezer;
  - e) Exhaust fan;
  - f) Ceiling fan,
  - g) Air conditioning units;
  - h) Local PLDT line; and
  - i) Suggestion Box.
3. Regularly maintain the air conditioning units (*i.e.*, supply and recharge R22 Freon gas; clean the evaporator and condenser fans) and assume the cost of major repairs/replacements of air-conditioning unit components such as: defective compressor motor; motor filter driers; magnetic contactor defective control system; and/or rewinding of condenser fan motor;
  4. Perform major plumbing, electrical, and carpentry repairs;
  5. Provide sub-meters for electric and water utilities;
  6. Upon prior written request by the Concessionaire, negotiate price adjustments;
  7. Conduct regular monitoring on the operation and services provided by the canteen concessionaire. The NEDA Canteen Committee and the Committee Secretariat shall have complete access to the canteen facilities and premises at any given time; and
  8. Conduct client satisfaction survey once every semester and quick surveys periodically. The Concessionaire must have a rating of at least Satisfactory. A rating lower than Satisfactory obtained in two (2) survey periods shall form ground for termination of the Concessionaire's services after giving at least sixty (60) days prior notice.

#### **D. OBLIGATIONS OF THE CONCESSIONAIRE**

The Concessionaire shall carry out the services specified in this TOR. The general welfare and well-being of the NEDA officials and employees shall be the utmost consideration in the performance of the said services, which include, but not limited to, the following:

##### **1. On the facilities:**

The Concessionaire shall:

- a) Use the canteen premises and facilities exclusively for the purposes provided under the Agreement. Transfer or assignment of the Agreement and/or any space/facilities of the Canteen to other parties as well as use for catering services for outside clients are not allowed;
- b) Maintain the cleanliness and sanitation of the canteen premises, and equipment. The Concessionaire shall conduct a general and thorough cleaning of the premises and equipment at least once a month;

- c) Exercise utmost diligence in the stewardship of the Canteen premises, equipment and facilities by turning off/unplugging all electric appliances and lights at the end of each operation hours;
- d) Strictly observe “No Smoking” in the Canteen premises by posting “no smoking” signage within the canteen premises as well as the prohibition against the use and sale of tobacco and alcoholic beverages in any form;
- e) Report to the NEDA Management the need for repair of any part of the NEDA Canteen building and major plumbing, electrical, and carpentry repairs;
- f) Undertake minor repairs subject to prior notice to and approval of NEDA;
- g) Strictly comply with the waste segregation management and waste disposal.

## 2. On the food requirements:

The Concessionaire shall:

- a) Provide NEDA Central Office officials and employees with a 4-week Menu Cycle that provides a variety of choices at minimal cost for every meal (i.e. breakfast, lunch and snacks);
- b) Offer “value” meals as well as “ala carte” meals for dine-in or take-out. Choice of “value” meals shall be composed of the following, with their corresponding weight and price range:

### Value Meals:

A. Breakfast, priced between **Php 35.00 to 50.00**, shall include:

- ☐ 1 serving of plain rice (around 200g);
- ☐ 1 serving of hot coffee, chocolate or tea (at least 200 ml.);
- ☐ 1 boiled/or fried medium-sized egg; and
- ☐ 1 serving of any of the following:
  - Dried or smoked fish ( at least 60 g);
  - Longganisa (at least 60 g);
  - Chicken/pork tocino (at least 100g);
  - Hotdog (at least 50g)
  - Corned beef (at least 100g);
  - Sautéed sardines (at least 100g);
  - Pork and beans (at least 150g);
  - Meat loaf (at least 80g);
  - Sausage (at least 70g);
  - Bacon (at least 50g); and
  - Other breakfast dishes not included in the above choices may also be offered.

B. Snacks, priced between **PhP 25.00 to PhP 40.00**, shall include:

- ❑ 1 serving of soft drinks, iced tea or juice drink (at least 200 ml); and
- ❑ 1 serving of any of the following:
  - Street foods such as banana cue, turon, camote fries, etc. (at least 50 per serving);
  - Traditional Filipino delicacies such as “kakanin”, “suman”, etc. (at least 50g per serving);
  - Noodles such as, but not limited to, pancit/mami/lomi, etc. (at least 200g per serving);
  - Cakes or pastries (at least 50g per serving);
  - Sandwiches with filling of any of the following: egg, ham, cheese, tuna, hotdog, chicken, etc. (at least 50g per serving);
  - Dimsum-style meals (at least 50g per serving);
  - Pasta dishes (at least 200g per serving); and
  - Other snacks not included in the above choices may also be offered.

C. Lunch priced between **PhP 50.00 to PhP 65.00** shall include:

- ❑ 1 serving of plain rice (200 g.);
- ❑ 1/2 serving of any of the following:
  - Meat viands/or dishes such as fish, pork, poultry and beef (at least 150g) with more lean meat and less fat;
  - Vegetable viands/or dishes (at least 100g) and
  - Other lunch dishes not included in the above choices.

**Ala Carte:**

“Ala carte” meals/items shall include:

<b>Food Item</b>	<b>NEDA Maximum Price Schedule</b>
1 Cup Plain Rice (around 200g)	PhP10.00
Vegetable Dishes (at least 200g)	PhP30.00
Fish, Pork & Poultry Dishes ( at least 300g)	PhP45.00
Beef Dishes (at least 300g)	PhP50.00
Snacks	PhP35.00
Fruit in Season (per serving/slice)	PhP12.00

*All prices are inclusive of applicable taxes.*

- b) Provide free soup for lunch and offer half orders for rice, vegetable and meat viands/dishes;

- c) Provide sufficient purified drinking water to its customers. The Concessionaire shall ensure that the water dispenser/s are regularly cleaned and maintained;
- d) Provide full meals as requested by NEDA for its functions, activities and meetings. Request for meals shall be made at least one calendar day before the scheduled event. The Concessionaire shall develop meals for this purpose within 15 calendar days from signing of the Agreement; and

### **3. On the canteen operations:**

The Concessionaire shall:

- a) Ensure that the quality of food, either raw or processed, complies with sanitation standards;
- b) Ensure utmost cleanliness and proper hygiene in the preparation, handling and serving of food. For this reason, canteen personnel hired by the Concessionaire shall, upon hiring, secure individual medical certificates from the Pasig City Health Office to be renewed annually. The Concessionaire shall submit the same to NEDA;
- c) Secure all applicable licenses and business permits as may be required by government agencies and/or the local government unit in the operation and management of the canteen.
- d) Provide breakfast starting at 6:00 a.m. until 9:00 a.m.; morning snacks starting at 9:00 a.m. to 11:00 a.m., lunch starting at 11:00 a.m. until 2:00 p.m. and afternoon snacks at 3:00 p.m onwards. Subject to prior reservation, served dinner and/or cocktails after operating hours for official functions and activities;
- e) Post its menu for the day, including the price of each food in conspicuous places inside the canteen;
- f) Provide basic requirements necessary for its business operations, such as a duly BIR-registered cash register and Official Receipts (OR);
- g) Defray the cost of water and electric consumption;
- h) Provide an interest-free credit facility for official NEDA functions up to an aggregate of Php250,000.00, payable within 30 days from the date of order;
- i) Provide discounts to senior citizens and persons with disability (PWDs) on food products as provided for by the law.
- j) Provide canteen manpower complement and ensure that personnel wear appropriate attire, composed of the following:
  - ☐ Identification Card issued by the NEDA;
  - ☐ Hairnet;
  - ☐ Apron;
  - ☐ Appropriate footwear (closed shoes for canteen/food servers and leather shoes for waiters); and ☐ Plastic hand gloves; and

**E. ASSUMPTION OF LIABILITIES**

The Concessionaire shall:

1. Take full and sole liability, holding NEDA free from any responsibility and/or liability, of any and all claims and/or expenses arising from injuries, damages and/or loss from the consumption of food, condiments or drinks served, sold or offered for sale by the Concessionaire; and
2. Assume liability for damages/loss of NEDA furniture/fixtures/equipment (indicated in item C.2) during the effectivity of the Agreement.

**F. MODE, DOMICILE AND TENURE**

The Concessionaire shall have the right to operate the canteen facilities located within the premises of the NEDA CO in the City of Pasig, with parameters provided for in Item D of this TOR.

The Agreement shall be for a period of three years which is renewable every year subject to the issuance of a certificate of satisfactory service, unless pre-terminated by NEDA on the grounds provided for under Termination of the Agreement, subject to 30-days prior written notice to the Concessionaire.

**G. BASIC QUALIFICATION REQUIREMENT**

The Concessionaire must have a proven track record in the canteen/food service industry for at least **three (3) years** with the following eligibility requirements where applicable:

1. Valid Department of Trade & Industry (DTI) Registration; or Securities & Exchange Commission (SEC) or Cooperative Development Authority (CDA) Registration;
2. Copy of 2016 Annual Income Tax Return stamped received by the BIR; and
3. Copy of 2017, 1<sup>st</sup> Quarter SSS and PhilHealth Remittance Lists with official receipt/s.

**H. MONITORING MECHANISM**

To ensure that the provisions in this Agreement are adhered to by the Concessionaire, the NEDA shall monitor and assess the compliance of the Concessionaire's obligations.

**I. TERMINATION OF THE AGREEMENT**



The NEDA shall have the option to terminate/pre-terminate the Agreement in the event of a pattern of continuing or repeated non-compliance, willful violation or nonperformance of any of the terms and conditions hereof.

**J. SETTLEMENT OF DISPUTE**

1. Should any dispute related to the Agreement and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Pasig City.
2. In case of a court suit, the venue shall be the courts of competent jurisdiction in Pasig City, to the exclusion of all other courts.

**K. SELECTION CRITERIA**

The Concessionaires will be evaluated based on food quality, service and price.

**L. DETERMINATION OF THE WINNING CONCESSIONAIRE**

To determine the winning Concessionaire, the one with the highest aggregate score percentage shall be considered as the winning Concessionaire and shall be granted the right to operate the NEDA Central Office Canteen.

**M. CASH DEPOSIT**

Upon the signing of the Agreement, the Concessionaire shall provide NEDA with Cash **Deposit** in the amount of **Fifty Thousand Pesos (Php50, 000.00)** to be replenished every year. Said deposit shall defray payment of any unpaid utility bills, damages to canteen premises and equipment and/or any other damages that may result from the negligence or willful violation of the provisions of this Agreement, without prejudice to any other actions that NEDA may take against the Concessionaire for said damages.

Upon termination of the Agreement and issuance of a Certificate of Satisfactory Completion by NEDA, the remaining amount shall be returned to the Concessionaire.

**CONFORME:**

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**Canteen Concessionaire's Company Name**

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**Signature over Printed Name of Authorized Representative**

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**Date**