



REPUBLIC OF THE PHILIPPINES

NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY

# The NEDA Central Office Canteen Concession Agreement

## TERMS OF REFERENCE (FY 2022-2025)

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## **TERMS OF REFERENCE**

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

#### **I. RATIONALE**

Canteen facilities and services must be made available to the NEDA Central Office (NCO) officials, rank-and-file employees, Contract of Service, Job Orders, and service providers to ensure 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 the above-mentioned personnel and the food requirements during meetings or special events being organized in the NCO.

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

#### **II. SCOPE**

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

#### **III. OBLIGATIONS OF NEDA**

The NEDA shall:

1. Provide a 189 (21x9) square meters space for canteen facilities with the following amenities:
  - a) Dining area;
  - b) Kitchen area;
  - c) Wash areas; and
  - d) Two separate restrooms for males and females.
2. Provide the complimentary use of the following furniture/fixtures and equipment:
  - a) Tables;
  - b) Chairs;
  - c) Kitchen exhaust fan;
  - d) Local PLDT line; and
  - e) Suggestion box.

3. Perform major plumbing, electrical, and carpentry repairs;
4. Provide sub-meters for electric and water utilities;
6. Upon prior written request by the Concessionaire, negotiate price adjustments;
7. Conduct regular monitoring of 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 surveys once every semester and quick surveys periodically except during the onset of a public health emergency such as, but not limited to a pandemic. The Concessionaire must have a rating of at least Satisfactory. A rating lower than Satisfactory obtained in two (2) survey periods shall form the ground for termination of the Concessionaire's services after giving at least sixty (60) days prior notice.

#### **IV. OBLIGATIONS OF THE CONCESSIONAIRE**

The Concessionaire shall carry out the services specified in this TOR. The general welfare and well-being of the NEDA personnel shall be the utmost consideration in the performance of the said services, which include, but are 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) Provide and/or install the following equipment, appliances and devices:
  - d.1. Air conditioning units;
  - d.2. Refrigerator/s;
  - d.3. Freezer/s;
  - d.4. Cash register/s;
  - d.5. Stainless food counter;
  - d.6. Air purifier/s; and

- d.7. All other pertinent equipment, appliances and devices that are necessary in operating a canteen and providing canteen and catering services.
- e) Regularly provide maintenance service to the equipment and appliances indicated in item no. 1.d (i.e. d.1 to d.7) and assume the cost of major repairs and/or replacements thereof;
- f) Strictly observe “No Smoking” in the Canteen premises by posting “No Smoking” signages within the canteen premises as well as the prohibition against the use and sale of tobacco and alcoholic beverages in any form;
- g) Report to the NEDA Management the need for repair of any part of the NEDA Canteen building and major plumbing, electrical, and carpentry repairs;
- h) Undertake minor repairs subject to prior notice to and approval of NEDA; and
- i) Strictly comply with waste segregation management and waste disposal.

## 2. **On the food requirements:**

The Concessionaire shall:

- a) Provide the NCO personnel with a 4-week Menu Cycle that provides a variety of choices at minimal cost for every meal (i.e. breakfast, lunch, and snacks) in coordination with the Information and Communications Technology Staff (ICTS); and
- 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:**

b.1 Breakfast, priced between **PhP 40.00 to 70.00**, shall include:

- i. 1 serving of plain rice (around 200g);
- ii. 1 serving of hot coffee, chocolate, or tea (at least 200ml.);
- iii. 1 boiled/or fried medium-sized egg; and
- iv. 1 serving of any of the following:
  - ✓ Dried or smoked fish (at least 60g);
  - ✓ Longganisa (at least 60g);
  - ✓ 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);

- ✓ Meatloaf (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.2 Snacks, priced between **PhP20.00 to PhP50.00**, shall include:

- i. serving of soft drinks, iced tea or juice drink (at least 200 ml); and
- ii. serving of any of the following:
  - ✓ Street foods such as banana cue, turon, camote fries, etc. (at least 50g 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 a 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.

b.3 Lunch priced between **PhP70.00 to PhP90.00** shall include:

- i. serving of plain rice (200g); and
- ii. 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 Meals:**

“Ala carte meals” shall include:

<b>Food Item</b>	<b>NEDA Maximum Price Schedule</b>
1 Cup Plain Rice (around 200g)	PhP10.00 – PhP12.00
Vegetable Dishes (at least 200g)	PhP30.00 – PhP35.00
Fish, Pork & Poultry Dishes ( at least 300g)	PhP50.00 – PhP60.00
Beef Dishes (at least 300g)	PhP70.00 – PhP80.00
Snacks	PhP20.00 – Php50.00
Fruit in Season (per serving/slice)	PhP15.00 – PhP20.00

*All prices are inclusive of applicable taxes.*

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

- d) Provide sufficient purified drinking water to its customers. The Concessionaire shall ensure that the water dispenser/s are regularly cleaned and maintained;
- e) Provide full meals as requested by NEDA for its functions, activities, and meetings;
- f) 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 the signing of the Agreement; and
- g) Use biodegradable containers, spoons and forks in placing, wrapping or packaging food products. However, microwaveable containers are allowed for take-out orders.

### 3. On the canteen operations:

The Concessionaire shall:

- a) Operate the canteen from Mondays to Fridays except on non-working holidays, starting from 6:00 a.m. to 4:00 p.m. and 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, pandemic-related vaccination cards from the concerned Local Government Unit (LGU) 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 from 9:00 a.m. to 11:00 a.m., lunch starting at 11:00 a.m. until 2:00 p.m., and afternoon snacks from 3:00 to 3:30 p.m. Subject to the 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 utilities consumption;
- h) Provide an interest-free credit facility for official NEDA functions up to an aggregate of **Three Hundred Thousand Pesos (PhP300,000.00)**, 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 wears appropriate attire, composed of the following:
  - ✓ Identification Card issued by NEDA and Vaccination card;
  - ✓ Hairnet;
  - ✓ Facemask;
  - ✓ Apron;
  - ✓ Appropriate footwear (closed shoes for servers, leather shoes for waiters); and
  - ✓ Plastic hand gloves.

- k) In the event of a public health emergency such as but not limited to a pandemic, and a temporary cessation of canteen operations and services is imminent, the Concessionaire should ensure that the minimum safety and health protocols are in place. Everyone in the NCO will be advised to exercise due diligence and compliance with these safety and health protocols and precautionary measures.
- l) The Concessionaire, in coordination with the ICTS, will post online, the Menu for the Week. Advance ordering online will be accepted through the existing official NEDA email with a guaranteed order of at least 50 individual meal orders (breakfast, lunch, snacks, etc.) and a cut-off period of at least one day before the delivery date.

## **V. ASSUMPTION OF LIABILITIES**

The Concessionaire shall:

1. Take full and sole liability, holding NEDA free from any responsibility and/or liability, of any 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 III.1 and III.2 of this TOR) during the effectivity of the Agreement.

## **VI. MODE, DOMICILE, AND TENURE**

The Concessionaire shall have the right to operate the canteen facilities located within the premises of the NCO in the City of Pasig, with parameters provided for in Item III.1 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.

## **VII. BASIC QUALIFICATION REQUIREMENTS**

The Concessionaire must have a proven track record in the canteen/or 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 2021 Annual Income Tax Return stamped received by the BIR; and
3. Copy of 2022, 1<sup>st</sup> Quarter SSS and PhilHealth Remittance lists with official receipt/s.

**VIII. MONITORING MECHANISM**

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

**IX. TERMINATION OF THE AGREEMENT AND SETTLEMENT OF DISPUTE**

1. The NEDA shall have the option to terminate/or 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.
2. Should any dispute and court suit 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 and in case of a court suit, the venue shall be the courts of competent jurisdiction in Pasig City.

**X. SELECTION CRITERIA AND DETERMINATION OF THE WINNING CONCESSIONAIRE**

The Concessionaires will be evaluated based on food quality, service, and price. To determine the winning Concessionaire, the one with the highest aggregate score percentage shall be considered as the winning Concessionaire with the right to operate the NCO Canteen. The Chairperson of the NEDA Canteen Committee (NCC) is the authorized signatory.

**XI. CASH DEPOSIT**

Upon the signing of the Agreement, the Concessionaire shall provide NEDA with a Cash **Deposit** in the total amount of **Fifty Thousand Pesos (Php50, 000.00)** to be replenished every time the total amount is decreased. 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.

<p><b>CONFORME:</b></p> <p>_____</p> <p><b>Canteen Concessionaire’s Company Name</b></p> <p>_____</p> <p><b>Signature over Printed Name of Authorized Representative</b></p> <p>_____</p> <p><b>Date</b></p>
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