

November 16, 2023

REQUEST FOR SUBMISSION OF PROPOSALS FOR THE PROVISION OF CANTEEN CONCESSIONAIRE (CCC) SERVICES FOR THREE (3) YEARS

The Department of Agriculture - Regional Field Office III (DA-RFO III), through its Canteen Concessionaire Committee (CCC), invites all interested concessionaires to submit their sealed proposals, subject to the terms and conditions stated in the Terms of Reference (TOR):

NAME OF THE PROJECT	Provision of Canteen Concessionaire Services for Three (3) Years
LOCATION	Department of Agriculture- Regional Field Office III
PRELIMINARY MEETING WITH PROSPECTIVE CONCESSIONAIRES	November 20, 2023 (Monday) at 03:30 p.m.
DEADLINE FOR THE SUBMISSION OF PROPOSALS	November 24, 2023 (Friday) at 05:00 p.m.

Concessionaires shall submit their sealed proposals to the Canteen Concessionaire Committee Secretariat on or before November 24, 2023 (Friday) at 05:00 p.m.

For further information, please refer to:

E-mail address: darfo3.ccc@gmail.com

Office Address: DA-RFO III, Diosdado Macapagal Government Center,
Brgy. Maimpis, City of San Fernando, Pampanga


DR. EDUARDO L. LAPUZ, JR.
Chairperson, D.A.-RFO III- CCC

TERMS OF REFERENCE

for the Provision of Canteen Concessionaire Services for Three (3) Years

I. RATIONALE

The Department of Agriculture- RFO III needs the services of a canteen concessionaire who will operate and manage the canteen at the DA-RFO III compound, Diosdado Macapagal Government Center, Brgy. Maimpis, City of San Fernando, Pampanga. The canteen concessionaire shall cater the food requirement of the officials and employees, clients, and guests of the DA-RFO III and shall charge rates within the agreed ceiling to be determined after the conduct of the selection process.

II. SCOPE

1. The selection of the Canteen Concessionaire shall be undertaken by the DA-RFO III Canteen Concessionaires Committee.
2. The canteen facilities shall be operated by concessionaire(s) for the period of three (3) years.
3. The canteen facilities shall be intended for canteen operations only.

III. PRE-QUALIFICATION

Interested canteen concessionaires must submit the following documentary requirements on or before the prescribed deadline for the submission of proposals:

DOCUMENTARY REQUIREMENTS

❖ Envelope 1

1. 2023 Mayor's Permit
2. Registration certificate issued by the Department of Trade and Industry, Security and Exchange Commission (SEC), or the Cooperative Development Authority (CDA), as the case may be
3. Audited Financial Statements duly "stamped" received by the Bureau of the Internal Revenue (BIR), which reflect a positive worth
4. Valid Tax Clearance
5. List of previous clients/s within the last two years as caterer/canteen concessionaire/canteen operator (Annex A)
6. Certificate of Very Satisfactory Performance to be signed by the Head of the Agency/Authorized Representative. (Annex B)
7. Number of personnel to be assigned to the canteen and assignments (Annex C)
8. List of equipment and other materials pledged to the DA_RFO III canteen for the duration contract with proof of ownership, lease, or purchase agreement (Annex D)

9. Sample of the menu for breakfast, lunch, and snacks from Monday to Friday for at least one (1) month with corresponding price. (Annex E)
10. Valid Sanitary Permit of the present business address/location

❖ **Envelope 2**

1. Rent Proposal

SEALING AND MARKING OF PROPOSALS

The Canteen Concessionaire applicants shall submit one (1) original eligibility and technical documents in one sealed envelope marked "**ORIGINAL - TECHNICAL COMPONENT**", and the original of their financial component in another sealed envelope marked "**ORIGINAL - FINANCIAL COMPONENT**", sealing them all in an outer envelope marked "**ORIGINAL PROPOSAL**".

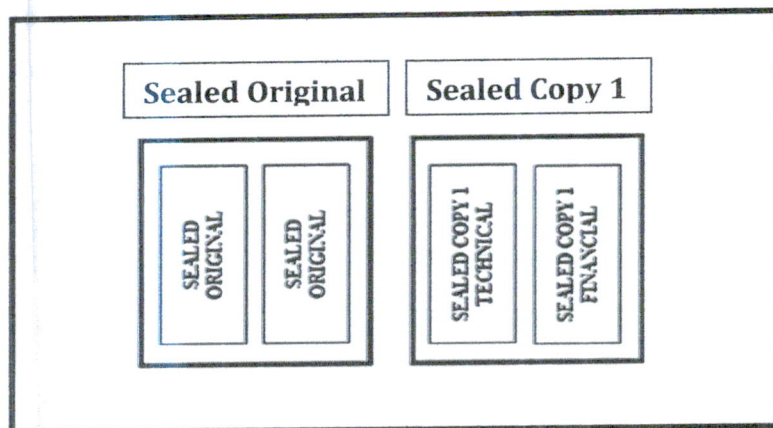
Further, the Canteen Concessionaire applicants shall submit 1 set of copies of the first and second envelopes similarly sealed duly marking the inner envelopes as "**COPY NO. 1 - TECHNICAL COMPONENT**" and "**COPY NO. 1 - FINANCIAL COMPONENT**" and the outer envelope as "**COPY NO. 1**", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

1.1. See illustration for *one (1)* original and one (1) copy of the first and second components of its proposal.

1.2. All envelopes shall:

- (a) contain the name of the project in capital letters;
- (b) bear the name and address of the Canteen Concessionaire applicant in capital letters;
- (c) be addressed to the CCC
- (d) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of proposal

Sealed Original and Copy 1 in one (1) Single Envelope



All bidders are required to use the checklist of requirements (Annex E). Checklist of Technical and Financial Documents of the Proposal for Labelling purposes.

In addition to being typed or written in indelible ink and being signed by the bidder or its duly authorized representative/s, all envelopes shall be signed at the overlaps or flaps by the concessionaire or duly authorized Representative to maintain the integrity of the documents.

IV. POST-QUALIFICATION

Proposals that meet all the pre-qualification requirements under item III above shall be subjected by the DA-RFO III Canteen Concessionaire Committee to the following post-qualification processes:

1. A food tasting session shall be conducted among the pre-qualified concessionaires at the DA-RFO III compound, Diosdado Macapagal Government Center Brgy. Maimpis City of San Fernando, Pampanga by the DA-RFO III Canteen Concessionaire Committee.
2. The following meals/snacks shall be prepared during the food-tasting activity, which shall be prepared during:
 - a) One beef dish
 - b) One pork dish
 - c) One chicken dish
 - d) One fish/seafood dish
 - e) One vegetable dish
 - f) One dessert
 - g) One snack (pasta, sandwich, etc.)

In addition, pre-qualified concessionaires will provide a sample (actual representation and quantity) of meals & snacks for presentation during the food-tasting activity, which shall be presented on chinaware plates and silverware utensils covered with plastic wrap for labeling. The soup shall be in a small chinaware container.

3. The meals shall be sufficient for the members of the DA-RFO III Canteen Concessionaires Committee (fifteen (15) persons) to taste.
4. Each meal shall be evaluated based on the following criteria:
 - a) Taste and Freshness- 40%
 - b) Quality of Serving, including presentation- 20%
 - c) Price/Cost- 20%
 - d) Serving Size – 20%

5. The Canteen Concessionaire is required to adhere to the guidelines and regulations outlined in the Food Safety Act of 2013.

- e) Taste and Freshness- 40%
- f) Quality of Serving, including presentation- 20%
- g) Price/Cost- 20%
- h) Serving Size – 20%

Based on the above criteria, concessionaires shall be ranked according to their total equivalent percentage. The passing rate should be ninety (90) percent.

- Envelope 1 (Post-Qualification) – 80%
- Envelope 2 – 20%

V. CONCESSION AGREEMENT

1. A Concession Agreement shall be entered into by and between DA-RFO III represented by the Regional Executive Director and the Concessionaire, selected and recommended by the DA-RFO III Canteen Concessionaire Committee.
2. The Concession Agreement shall cover a period of three (3) years, but is subject to Semestral Performance Assessment by the DA-RFO III Canteen Concessionaire Committee. A Concessionaire's unsatisfactory rating for two (2) consecutive semesters shall give the DA-RFO III the option to rescind the contract before the expiration of its term.
3. Three (3) months before the expiration of the Concession Agreement, the DA-RFO III Canteen Concessionaire Committee shall commence the invitation, evaluation, and selection process for the concessionaire.
4. Within thirty (30) days before the expiration of the Concession Agreement, with no new concessionaire selected and approved, the DA-RFO III and the current concessionaire may agree to continue the operation of the canteen until the DA-RFO III shall award the concession to a new concessionaire. For this purpose, the current concessionaire shall secure from the DA-RFO III, through the Regional Executive Director, a written authority to continue the canteen operations until the new concessionaire has been chosen.
5. If the current concessionaire has two (2) consecutive unsatisfactory performances, it can no longer join the succeeding concessionaire selection.

VI. OBLIGATION OF THE CONCESSIONAIRE

The Concessionaire shall carry out the services specified in this TOR. The general welfare and well-being of the DA-RFO III officials and employees shall be the

utmost consideration in the performance of the said services, which include but not limited to the following:

The Concessionaire shall:

1. Secure all applicable licenses and business permits as may be required by government agencies and/or local government units in the operation and management of the canteen.
2. Provide necessary appliances and equipment for the convenience and comfort of the dining DA-RFO III employees and guests.
3. The concessionaire must also secure a Sanitary Permit for its operation of the DA-RFO III canteen.
4. Require its personnel to wear appropriate uniforms with proper identification, closed shoes, clean apron, hairnet, facemask or transparent mouth shield and plastic hand gloves.
5. Maintain utmost cleanliness and proper hygiene in the preparation, handling, and serving of food and ensure that the quality of foods served/sold, either raw or processed, complies with sanitation standards prescribed by the Code on Sanitation of the Philippines.
6. The Concessionaire shall conduct general cleaning of the premises and equipment at least once a month.
7. Maintain cleanliness and sanitation of the DA-RFO III Canteen utensils and equipment.
8. Exercise utmost diligence in the stewardship of the canteen premises, equipment, and facilities by turning off/unplugging the electrical appliances and lights at the end of each operation hours.
9. Use the canteen premises and facilities exclusively for the purposes provided in the Concession Agreement. Permanent improvement may be made subject to the review of the DA-RFO III RAED and approval of the Regional Executive Director. All expenses to be incurred shall be shouldered by the concessionaire.

Any permanent improvements made thereon shall be considered part of the building and cannot be removed upon the expiration or termination of the contract.

10. Ensure availability of food during breakfast, lunch, and merienda time from 06:30 AM to 4:00 PM.
11. Provide canteen customers with a free and adequate supply of purified drinking water with dispensers. The Concessionaire shall ensure that the water dispenser/s are regularly cleaned and maintained.
12. Ensure that the food served is safe and healthy. All expenses incurred resulting from food contamination, food poisoning and any injury from the food served shall be the sole liability of the Concessionaire.
13. Facilitate and pay for the installation of a sub-meter for electric and water consumption.

14. Pay the cost of monthly electric and water utilities.
15. Practice proper waste management, including segregation of biodegradable and non-biodegradable waste and disposal of garbage.
16. Pay monthly rental of **Ten Thousand Pesos (Php 10,000.00)** excluding water and electricity bill.
17. The Concessionaire must pay a 2-month advance and 1-month deposit of rental fee upon signing of the Concession Agreement.

Any obligation of the Concessionaire that is unpaid when due shall bear interest at the rate of six (6%) percent per month of the unpaid balance. Failure to pay for three consecutive months shall be grounds for the termination of the Contract of Agreement.

18. Any damages to DA-RFO III properties such as infrastructures, furniture and fixtures, and others caused by the operation of the Canteen Concessionaire shall be the sole liability of the latter.

VII. OBLIGATION OF THE DA-RFO III

The DA-RFO III shall:

1. Provide space for the canteen.
2. Device an "Evaluation System" for the Concessionaire's services.
3. Conduct a Client Satisfaction Evaluation every six months. The Concessionaire must have a rating of at least Very Satisfactory (VS) obtained in two consecutive semesters. Failure to obtain a rating of VS for two (2) consecutive semesters shall be grounds for the termination of the Concessionaire's services. A Notice must be given by the DA-RFO III to the concessionaire within 15 days after the consolidation of the results. The Concessionaire shall be evaluated using the following criteria:

❖ **Service (25 points)**

- Cleanliness and Orderliness (10 points)
- Courtesy of staff (5 points)
- Hygiene and Food Handling (10 points)

❖ **Food (50 points)**

- Taste (30 points)
- Serving size (20 points)

❖ **Price (25 points)**

Points	Adjectival Rating
96-100	Outstanding

90-95	Very Satisfactory
80-89	Satisfactory
Below 80	Unsatisfactory

4. Set a reasonable price ceiling for meals, snacks, and drinks to be served by the Concessionaire. Upon request of the Concessionaire, the DA-RFO III Canteen Concessionaire Committee shall evaluate the request for meal price adjustments based on price increases of the commodities and give recommendations to the Regional Executive Director for approval.
5. Shall have the right, at any time, to require replacement of deployed Concessionaire employees if they are found to have committed infractions against, or may pose danger to DA-RFO III property or personnel.
6. Conduct regular monitoring of the operation and services provided by the canteen concessionaire.

VIII. OTHER CONDITIONS

1. The DA-RFO III shall at all times retain complete control over the DA-RFO III Canteen and may make necessary changes, alterations, and improvements therein, with prior notice to the Concessionaire affected, if necessary.
2. For all take-out orders, the concessionaire shall use recyclable/biodegradable bags/containers.
3. The Concessionaire shall not sell or allow the use/consumption of alcoholic drinks and tobacco/vaping products within the DA-RFO III premises.
4. Any claim of employees, agent workers, and representatives of the Concessionaire for wages, salaries, employee benefits, or other claims in accordance with labor laws and regulations shall be the exclusive account of the Concessionaire.
5. In the event of early termination of this contract by either party, if such termination occurs before the agreed-upon term, and if the Concessionaire has any pending obligations after the termination, including unpaid water and electrical bills, the 2-month deposit made will be forfeited.
6. Upon termination of the Concession Agreement, the Concessionaire shall voluntarily turn-over the DA-RFO III Canteen including the improvements made therein.


DR. EDUARDO L. LAZUZ, JR.
 Regional Technical Director for Operations

**Chairperson of DA-RFO III Canteen
 Concessionaire Committee**