

REPUBLIC OF THE PHILIPPINES  
Department of Science and Technology  
**PHILIPPINE NUCLEAR RESEARCH INSTITUTE**  
**TERMS OF REFERENCE**  
**CONCESSION AND OPERATIONS OF THE PNRI CANTEEN**

This Terms of Reference (TOR) describes the procedures that will be followed in connection with Concession and Operations of the Philippine Nuclear Research Institute (PNRI) Canteen.

**A. GENERAL INFORMATION**

1. **Publication of Invitation to Bid.** PNRI shall publish the Invitation to Bid in its Website and post at any conspicuous place reserved for this purpose in the premises of PNRI to invite bidders to participate in the Public Bidding substantially in the form hereto attached as “Annex A”.
2. **Amendment to TOR.** Should any of the information and/or procedures contained in this TOR be amended or replaced, all prospective bidders shall be informed of such amendments or replacements through the issuance of appropriate Bid Bulletin. To ensure that all prospective bidders are informed of any amendment, all prospective bidders are requested to inform PNRI of their authorized representative with their telephone number, e-mail address if any.
3. **Correspondences.** As appropriate, all correspondences with the BAC shall be addressed to:

**Deputy Director Soledad S. Castañeda, Ph.D.**  
Chairperson, PNRI-BAC  
PHILIPPINE NUCLEAR RESEARCH INSTITUTE  
Commonwealth Avenue, Diliman, Quezon City  
929-6011 to 19

#### 4. Detailed Procedures

- 4.1. **Issuance of TOR.** The prospective bidder shall secure a copy of the TOR from the BAC Secretariat between ***9:00 am to 5:00 pm from June 03 - 30, 2019***, Monday thru Friday at the ***PNRI Commonwealth Avenue, Diliman, Quezon City***, upon payment of a non-refundable fee of ***ONE HUNDRED PESOS (₱100.00)*** at the PNRI Cash Section, FAD.
- 4.2. **Submission of Bids.** Sealed bids addressed to the Chairperson, PNRI-BAC, shall be submitted on ***July 01, 2019 at 10:00 am*** at the 3<sup>rd</sup> Floor Conference Room, NART Building, PNRI, Commonwealth Avenue, Diliman, Quezon City.
- 4.3. **Notice of Award.** Upon recommendation of the BAC through BAC Resolution, the Head of the Agency shall approve the resolution and issue the Notice of Award to the winning bidder

#### B. PRIMARY REQUIREMENTS

##### **The Concessionaire shall:**

1. Be a licensed/registered canteen concessionaire/operator.
2. Submit documents/permits necessary for the operation of the canteen. He/she shall be liable for all the necessary national and local taxes, permits, licenses and related documents.
3. Strictly comply with all laws, ordinances and governmental rules and regulations on health, sanitation, safety, fire prevention, security and control and other precautionary measures pertinent to the operation of the canteen.
4. Designate on-site Canteen Manager/Overseer with whom the Canteen Committee and other clients can interact anytime for any concerns/problems which may arise concerning canteen operations.

Management of the PNRI Canteen shall not be transferred to another party throughout the duration of the contract.

5. Enter into contract with PNRI. The contract shall be for a period of ***One (1) Year*** commencing one month after the receipt of Notice of Awards, subject to renewal, based on the performance and positive results of PNRI employees' survey, for a maximum of three (3) consecutive years.
6. Pay PNRI a rental fee of Four Thousand Pesos (₱4,000.00) per month for the duration of the contract. The fee shall be paid in advance to the PNRI Cashier upon the signing of this agreement in the form of twelve (12) postdated checks dated the 1<sup>st</sup> day of each month starting on August 01, 2019 up to July 31, 2020. A bouncing check shall be considered a default in payment, hence, the Concessionaire shall pay the Institute on the time stipulated, a penalty in the additional amount of two percent (2%) per month. Furthermore, upon default in the payment of the monthly rental for two (2) consecutive months, or in case of breach of any of the terms and conditions of this agreement, the Concessionaire shall be automatically rescinded and terminated without necessity of any prior notice of demand, in which event the Concessionaire hereby agrees and binds self to immediately voluntarily vacate the premises, and surrender possessions without any need of court action or litigation.
7. Pay PNRI a separate amount of Six Thousand Pesos (₱6,000.00) representing security deposit which shall be retained by the Institute and shall be applied as payment of repair of broken/damaged facility and other obligations. The deposit shall not in any case be applied as payment of rent. If Concessionaire's rentals are up-to-date, after deducting other unpaid bills, the remaining balance shall be refunded within thirty (30) days after the termination of the contract.
8. Be solely liable for personal injury or illness suffered by any PNRI personnel or any third party other than PNRI employees, due to food poisoning or similar causes arising from said person's partaking of any food/refreshment served or sold at the PNRI Canteen.

9. Not be engaged in the vending of cigarettes, liquor and other alcoholic drink.
10. Require its employees to submit medical certificates yearly; be neat, clean and dressed in proper uniform while on duty.
11. Not employ PNRI employees and/or janitors or security guards under contract with PNRI.
12. Not use electricity for cooking. Electricity and water consumption shall be monitored and a limit shall be set by the General Services Section (GSS), PNRI. Charges for energy consumption beyond the set limit shall be paid by the Concessionaire.

## **C. RULES ON THE USE OF CANTEEN PREMISES**

### **The Concessionaire shall:**

1. Keep the canteen and its premises clean and in good sanitary condition at all times. Safety measures must be observed particularly in the use of stoves, and all cooking equipment. Stoves must be switched off before leaving the canteen premises.
2. Take care of the canteen facilities and equipment provided therein. It shall be responsible for their maintenance and the repair of damage(s) resulting from their use. It shall turn over the same to PNRI in good working condition upon termination of the contract.
3. Not allow any of its workers to stay in the premises of PNRI beyond 6:00 PM on weekdays and during Saturdays, Sundays and Holidays without prior approval from PNRI.

## **D. REQUIREMENT ON FOOD PREPARATION/SERVING AND RELATED ACTIVITIES**

### **The Concessionaire shall:**

1. Maintain a daily menu with price for posting in the canteen bulletin board.
2. Serve a minimum of four (4) dishes for breakfast and five (5) dishes for lunch consisting of pork or beef, fish, poultry products and vegetables. Fruits shall also be made available daily.
3. Guarantee that all food and drinks it shall serve are in the right quality and quantity, and are handled in a sanitary manner.
4. Sell food and beverages at the agreed price. It cannot increase the prices of the commodities being sold without the approval of the PNRI Canteen Committee.
5. Provide spoons, forks, cups, saucers, plates, glasses and other utensils for the use of its clients. The provisions of items necessary for canteen operations such as cooking pans, cooking gas (LPG), stove, refrigerator, freezer and other kitchen facilities shall be the responsibility of the concessionaire.

### **The PNRI shall:**

1. Designate the Canteen Committee to undertake the following:
  - a. Selection of the canteen operator/concessionaire in accordance with the set guidelines
  - b. Monitor and supervise compliance of the canteen operator with the terms and conditions of the contract.
  - c. Ensure that the selected canteen operator/concessionaire provides quality service and sells its commodities at the agreed price.

2. Provide the space and basic utilities such as light and water for the proper and efficient operation of the canteen.
3. Allow the concessionaire to use all existing furniture and fixtures on an as-is where-is basis. No structural renovation shall be allowed on the area and its premises without prior approval from PNRI management.
4. Reserve the right to terminate the contract for failure of the concessionaire to comply without justifiable cause with any of the terms and conditions of the contract. In which case, the canteen concessionaire with the text highest vote shall be given the option to take over the operations of the PNRI Canteen, or if no longer available, conduct another bidding.

#### **E. LEGAL/TECHNICAL REQUIREMENTS TO BE SUBMITTED:**

1. Letter of Intent
2. Registration with the Department of Trade and Industry (DTI) for sole proprietorship or Cooperative Development Authority (CDA) for cooperatives.
3. Current Mayor's Permit
4. Audited Financial Statements stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institution, for the last two (2) years.
5. One (1) month menu proposals with price for Breakfast, AM Snacks, Lunch and PM Snacks.

#### **F. CRITERIA FOR SELECTION**

Bid offers shall be evaluated by the PNRI Canteen Committee based on the following criteria:

- |   |                    |
|---|--------------------|
| <b>1. Eligibility Documents Submitted</b> | <b>– 15 points</b> |
| a. Permits                                | – 5 points         |
| b. Financial Capability                   | – 5 points         |
| c. Experience                             | – 5 points         |
| (Track record; No. of clients)            |                    |

<b>2. Food</b>	<b>– 55 points</b>
a. Quantity	– 10 points
b. Quality/Taste	– 20 points
c. Price	– 15 points
d. Presentation	– 5 points
e. Variety	– 5 points
<b>3. Neatness/Attire of Employees/Staff</b>	<b>– 10 points</b>
<b>4. Physical Arrangement</b>	<b>– 10 points</b>
<b>5. Extra Offers ( 1 pt. each)</b>	<b><u>– 10 points</u></b>
<b>TOTAL</b>	<b>100 points</b>

The bidder obtaining the most number of points shall be declared the winning bidder.

## **G. RESERVATION CLAUSE**

The BAC reserves the right to reject any or all bids, or to waive any defect, informality or minor deviations thereon, which do not affect the substance and validity of any or all of the bids without any liability to any party for any action or decision taken by virtue of this reservation.

The PNRI reserves the right to amend or supplement this TOR to waive minor defects in forms and requirements as long as they do not affect the genuineness and authenticity of the document submitted at any time prior to the submission of the final proposals through the Bids and Awards Committee (BAC).