

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).

I) Canteen.

A. PRIMARY REQUIREMENTS

The Concessionaire shall:

1. Be a licensed/registered canteen concessionaire/operator with at least 1 year experience in operating a canteen/restaurant/catering service here and abroad.
2. Meet the following documentary requirements:
 - a. Business profile
 - b. Business Permit
 - c. Sanitary permit
 - d. Proof of experience in operating a canteen
 - e. Designation of On-site Canteen Manager
3. 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.

4. Enter into contract with PNRI for an initial period of **one (1)** year, commencing one month after the receipt of Notice of Awards, subject to yearly renewal based on the performance and positive results of survey among PNRI employees, up to a maximum of three (3) years.
5. 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 11th day of each month starting on the arranged starting month. 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or in case of breach of any of the terms and conditions of this agreement, the Concessionaire shall be automatically rescinded and terminated without necessity of any prior notice of demand, in which event the Concessionaire hereby agrees and binds self to immediately voluntarily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.
6. 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.
7. 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.
8. Not be engaged in the vending of cigarettes, liquor, alcoholic drink, and other stuff deemed inappropriate.

9. Require its employees to submit medical certificates yearly; be neat, clean and dressed in proper uniform while on duty.
10. Not employ PNRI employees and/or janitors or security guards under contract with PNRI.
11. Use electricity limited to small electric appliances only and not for main 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.

B. 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.

C. 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, glass tumblers, and other utensils for the use of its clients for dine-in customers. 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.
 - d. Designate a committee member as contact person/s for any canteen concerns.
- 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 next highest vote shall be given the option to take over the operations of the PNRI Canteen, or if no longer available, conduct another bidding.

D. 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 proposal with price for Breakfast, AM Snacks, Lunch and PM Snacks.

E. CRITERIA FOR SELECTION

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

1. Eligibility Documents Submitted	– 15 points
a. Permits	– 5 points
b. Financial Capability	– 5 points
c. Experience (Track record; No. of clients)	– 5 points
2. Food	– 55 points
a. Quantity	– 10 points
b. Quality/Taste	– 20 points
c. Price	– 15 points
d. Presentation	– 5 points
e. Variety	– 5 points
3. Neatness/Attire of Employees/Staff	– 10 points
4. Physical Arrangement	– 10 points
5. Extra Offers (1 pt. each)	<u>– 10 points</u>
TOTAL	100 points

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

F. 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 Terms and Conditions 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).