



TERMS OF REFERENCE

for the Provision of Canteen Concessionaire Services

I. RATIONALE

The Land Registration Authority needs the services of a canteen concessionaire who will operate and manage the canteen at the LRA Compound, East Avenue cor. NIA Road, Diliman Quezon City. The Canteen Concessionaire shall cater to the food requirement of the officials and employees, clients, and guests of the LRA and shall charge rates within the agreed ceiling to be determined after the conduct of the selection process.

II. SCOPE

1. The canteen facilities shall be intended for canteen operations only.
2. The canteen facilities shall be operated by Concessionaire(s) for a period of one (1) year.
3. The selection of the Canteen Concessionaire shall be undertaken by the LRA Canteen Concessionaire Committee created under LRA Administrative Order No. 2023-57 dated 14 February 2023.
4. The selection of the Canteen Concessionaire is not covered by RA 9184. Prospective concessionaires shall be invited to submit Proposals for the canteen concession through notices in the LRA website, letters, email and/or other means. The Terms of Reference (ToR) shall be attached to the proposals by the prospective concessionaires.
5. The operation of the Canteen Concessionaire Services shall be subject of a Concession Agreement between the LRA Canteen Concessionaire Committee, represented by the Chairperson and the Concessionaire. The ToR shall form an integral part of the Concession Agreement.

III. PRE-QUALIFICATION

Interested Canteen Concessionaires must submit the following documentary requirements on or before the prescribed deadline for the submission of the Proposals to pre-qualify:

Envelope 1:

1. 2023 Mayor's Permit
2. Registration certificate issued by the Department of Trade and Industry (DTI), Securities and Exchange Commission (SEC) or the Cooperative Development Authority (CDA), as the case may be
3. Income Tax Return and Audited Financial Statement

4. Valid Tax Clearance
5. Track record as a canteen concessionaire for at least two (2) years
6. Sample menu for breakfast, lunch, and snacks from Monday to Friday, for at least one (1) month (Annex A)
7. Number of personnel to be assigned to the canteen and their assignments
8. Proposal form with compliance to specification (Annex B)

IV. POST-QUALIFICATION

1. Proposals that meet all the pre-qualification requirements under Item III above shall be subjected by the LRA Canteen Concessionaire Committee to the following post-qualification processes:

1.1 A food tasting session shall be conducted among the pre-qualified concessionaires at the LRA Bldg., East Avenue cor. NIA Road, Diliman Quezon City Canteen Concession Committee by the LRA Canteen Concessionaire Committee

- 1.2 The following meals/snacks shall be prepared during the food tasting:

- 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.)

- 1.3 In addition, pre-qualified concessionaires will provide a sample of breakfast set and lunch set for presentation during the food tasting activity, which shall be presented on chinaware plates and silverware utensils, covered with plastic wrap for labeling.

- 1.4 The meals shall be sufficient for the members of the LRA Canteen Concessionaire Committee (11 persons) to taste.

- 1.5 Each meal shall be evaluated based on the following criteria (Annex C):

- a) Taste and freshness – 50%
- b) Quality of Serving, including presentation – 25%
- c) Price/Cost – 25%

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

V. CONCESSION AGREEMENT

1. A Concession Agreement shall be entered into by and between LRA, represented by the Chairperson, and the Concessionaire, selected and recommended by the LRA Canteen Concessionaire Committee.

2. The Concession Agreement shall cover a period of 1 year, but subject to a Monthly Performance Appraisal to be conducted by the LRA Canteen Concessionaire Committee. A Concessionaire's unsatisfactory rating shall give LRA the option to rescind the contract before the expiration of its term.
3. 3 months prior to expiration of the Concession Agreement, the LRA Canteen Concessionaire Committee shall commence the invitation, evaluation, and selection processes for the concessionaire.
4. Within 30 days before the expiration of the Concession Agreement, with no new concessionaire selected and approved, LRA and the current concessionaire may agree to continue the operation of the canteen until LRA shall award the concession to a new concessionaire. For this purpose, the current concessionaire shall secure from LRA, through the Chairperson, a written permission/authority to continue canteen operations until a new concessionaire has been chosen. Any extended period of operation that may be authorized shall still be subject to the terms and conditions of the Concession Agreement.

VI. OBLIGATIONS OF THE CONCESSIONAIRE

The Concessionaire shall carry out the services specified in this TOR. The general welfare and well-being of the LRA 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 the necessary appliances and equipment for the convenience and comfort of the dining LRA employees and guests.
3. Require its personnel to wear appropriate uniforms with proper identification, closed shoes, clean apron, hairnet, and plastic hand gloves and implement protective measures such as physical distancing and wearing of face masks.
4. Maintain utmost cleanliness and proper hygiene in the preparation, handling and serving of food, and ensure that the quality of all the foods served/sold, either raw or processed, complies with sanitation standards prescribed by the Code on sanitation of the Philippines.
5. Use the canteen premises and facilities exclusively for the purposes provided under the Concession Agreement. Any permanent improvements made thereon shall be considered part of the building and cannot be removed upon the expiration or termination of the contract.
6. Ensure availability of food during breakfast, lunch and merienda time from 6:00 AM to 6:00 PM.
7. Post its menu for the day, including the price of each food in conspicuous places inside the canteen.

8. The Concessionaire shall conduct a general and through cleaning of the premises and equipment once a month.
9. Maintain the cleanliness and sanitation of the LRA Canteen utensils and equipment
10. Exercise utmost diligence in the stewardship of the Canteen premises, equipment, and facilities by turning off/unplugging all electrical appliances and lights at the end of each operation hours.
11. Provide canteen customers with 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. Allowed to install and operate not more than two (2) food stalls / kiosks in the canteen area.
13. Shall allow the installation of not more than two (2) stalls operated by the employees association or employees of LRA selling non-food items or food items not available to the concessionaire, subject to the approval of the committee.
14. Defray the cost of water and electric utilities.
15. Practice proper waste management, including segregation of biodegradable and non-biodegradable waste and disposal of garbage.
16. Pay a monthly rental of Ten Thousand Pesos (P10,000.00)
17. Donate mattresses, pillows, pillow cases, bed covers, blankets, washing machine and various dormitory equipment worth Eighty Thousand Pesos (80,000.00) for the use of LRA Dormitory, divided within 4 months upon the start of the concession period.

Any obligation of Concessionaire which is unpaid when due shall bear interest at the rate of twelve percent (12%) per annum and further subject to a penalty charge of twenty-five percent (25%) per annum, consistent with Sections 4 and 5 of LRA Administrative Order No. 01-2002 (Guidelines on the Imposition of Interest and penalty Charges, as Amended) or its amendments.

VII. OBLIGATIONS OF THE LRA

LRA shall, at its own expense:

1. Provide space for canteen facilities, sub-meter for electricity and water consumption, as well as air conditioning units.
2. Device an "Evaluation System" for Concessionaire's services
3. Perform major plumbing, electrical and carpentry repairs.
4. Set reasonable price ceilings for meals and drinks to be served by the Concessionaire. Upon request of the Concessionaire, the LRA Canteen Concessionaire Committee shall evaluate requests for meal price adjustments based on price increases of commodities and give its recommendation to the Chairperson 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, LRA, its property, or its personnel.
6. Conduct regular monitoring on the operation and services provided by the canteen concessionaire. The LRA Canteen Concessionaire Committee shall have complete access to the canteen facilities and premises at any given time.

7. Conduct Client satisfaction evaluation once every semester. The Concessionaire must have a rating of at least Satisfactory. A rating lower than Satisfactory obtained in two (2) survey periods shall be a ground for the termination of the Concessionaire's services after giving at least 15 days prior notice. The Concessionaire shall be evaluated using the following criteria:

- a. **Service (25) points**
 - Cleanliness and Orderliness (10 points)
 - Courtesy of staff (5 points)
 - Hygiene (5 points)
 - Food handling (5 points)
- b. **Food (50 points)**
 - Taste (20 points)
 - Quality (10 points)
 - Quantity (15 points)
 - Variety (5 points)
- c. **Price (25 points)**
 - Price Reasonability (25 points)
 - Adjectival ratings based on points obtained shall be as follows:

Points	Adjectival Rating
100	Outstanding
95-99	Very Good
90-94	Good
80-89	Satisfactory
Below 80	Unsatisfactory

VIII. PERFORMANCE SECURITY

Prior to the signing of the Concession Agreement, the Concessionaire shall provide the LRA with a Performance Security in the amount of TWENTY THOUSAND PESOS (P20,000), to guarantee faithful compliance by the Concessionaire of the terms and conditions of the Contract and in case of default, the LRA shall have full power and authority to forfeit the same, without prejudice to the right of the LRA to institute other legal remedies.

Upon termination of the Concession Agreement and issuance of a Satisfactory Completion by LRA, the performance security shall be returned to the Concessionaire.


IX. OTHER CONDITIONS

The following conditions shall be strictly enforced and shall form part of the Concession Agreement:

1. LRA shall at all times retain complete control over the LRA Canteen and may make necessary changes, alterations and improvements therein, with prior notice to the Concessionaire affected, if necessary.
2. The Concessionaire shall not install permanent and/or wall-mounted cabinets and fixtures within the LRA Canteen premises, or make alterations on fixtures, except upon prior written permission from LRA, through the Administrative Services. Any costs incurred in connection with such authorized installation and alterations shall be at the expense of the Concessionaire.
3. For all take-out orders, the concessionaire shall use recyclable/biodegradable bags/containers.
4. The Concessionaire shall not sell or allow the use/consumption of alcoholic drinks and tobacco products within the LRA Canteen.
5. In the event that the LRA Canteen or any equipment, furniture, fixture or appliance therein owned by LRA, but provided for the use of the Concessionaire, is damaged by fire, explosion, flooding or other causes due to the fault of negligence of the Concessionaire or any of its employees, the same shall be repaired by the Concessionaire at its own cost and expense. In case the Concessionaire is not able to immediately repair said damage to the detriment of the operations of LRA, the latter may undertake the repair, subject to payment or reimbursement of costs by the Concessionaire.
6. Upon termination of the Concession Agreement, the Concessionaire shall turn over all LRA-owned equipment, furniture, fixtures and appliances to LRA in the same state and condition they were received by the Concessionaire, allowing for deterioration due to ordinary wear and tear.
7. Any injury arising from the consumption of food, condiments or drinks served or sold by the Concessionaire at the LRA Canteen or during any event where the Concessionaire is called to cater, or from the operation by the Concessionaire of its designated portion of the LRA Canteen, or from any act done by its personnel within the LRA premises, shall be the sole liability of the Concessionaire concerned. In no case shall LRA be jointly or severally liable in such cases.
8. Any claim of employees, agents, workers, and representatives of the Concessionaire for wages, salaries, employee benefits or other claims in accordance with labor laws and regulations shall be for the exclusive account of the Concessionaire.

X. RESERVATION CLAUSE

LRA reserves the right to review the Concessionaire's qualifications at any time if it has reasonable grounds to believe that a misrepresentation has been made or if there has been a change in the Concessionaire's capability to operate the Canteen, and to terminate the Concession Agreement if such misrepresentation is found to be true or if there is proof of the Concessionaire's inability to continue operation.


ATTY. TRISTAN E. DE GUZMAN
Chairperson, LRA-CCC

ANNEX “A”

SAMPLE MENU

Week 1	Breakfast	Lunch	Morning and Afternoon Snacks
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Week 2	Breakfast	Lunch	Morning and Afternoon Snacks
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Week 3	Breakfast	Lunch	Morning and Afternoon Snacks
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Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

<i>Week 4</i>	<i>Breakfast</i>	<i>Lunch</i>	<i>Morning and Afternoon Snacks</i>
<i>Monday</i>			
<i>Tuesday</i>			
<i>Wednesday</i>			
<i>Thursday</i>			
<i>Friday</i>			

Submitted by:

Name and Signature of Owner

PROPOSAL FORM WITH COMPLIANCE TO SPECIFICATION

Date

Chairperson, Canteen Concessionaire Committee

Land Registration Authority
LRA Building, East Avenue corner NIA Road
Diliman, Quezon City

Dear Chairperson:

After having examined the Terms of Reference (TOR) for the Provision of Canteen Concessionaire Services, I, the undersigned, offer to provide such services and operate the LRA Canteen in conformity with the said TOR.

LIST OF MENU	PROPOSAL/PRICE
<p>A. BREAKFAST</p> <p>1. Rice-plain/fried</p> <p>2. Egg, medium-sized, boiled / fried</p> <p>3. Coffee/Chocolate/Tea</p> <p>4. Viands:</p> <ul style="list-style-type: none">- Dried/ smoked fish- Longganisa- Chicken/ pork tocino- Hotdog- Corned beef- Sauteed sardines- Pork and Beans- Meat loaf- Sausage- Bacon <p>B. LUNCH</p> <p>1 Rice-plain</p> <p>1 serving of any of the following</p> <ul style="list-style-type: none">- Meat viands/ or dishes such as fish, pork, poultry, and beef- Vegetable viands <p>C. SNACKS</p> <p>1 Soft drinks/Iced Tea/juice drinks</p> <p>2 One (1) serving of any of the following:</p> <ul style="list-style-type: none">- Street foods such as banana cue, turon, camote fries, etc	

<ul style="list-style-type: none"> - Traditional Filipino delicacies such as “kakanin, “suman”, etc - Noodles such as, but not limited to, pancit/mami/lomi, etc. - Cakes or pastries Sandwich with filling of any of the following <ul style="list-style-type: none"> - Egg, ham, cheese, tuna, hotdog, chicken, etc, - Pasta dishes 	
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I hereby complied with the above specification.

Name/Signature of Representative

Name of Company

Contact No.

ANNEX “C”

FOOD EVALUATION

Name of Concessionaire _____

Percentage Rating

<i>FOOD/DISHES</i>	<i>Taste and Freshness (50%)</i>	<i>Quality of serving Including Presentation (25%)</i>	<i>Price/Cost (25%)</i>
<i>Beef Dish</i>			
<i>Pork Dish</i>			
<i>Chicken Dish</i>			
<i>Fish/Seafood Dish</i>			
<i>Vegetable Dish</i>			

