



Republic of the Philippines
Court of Appeals
Manila

TERMS OF REFERENCE FOR CANTEEN CONCESSION

Rationale:

The Court needs the services of a competent and dependable Canteen Concessionaire to operate its Canteen. The services of a Canteen Concessionaire under such terms and conditions imposed by the Court shall ensure that clean/safe, healthy and reasonably priced food and beverage products are made available to all officials, employees and visitors.

I. COMMITTEE

The Employees' Welfare and Benefits Committee (herein referred to as the Committee) which shall conduct the selection process of the Canteen Concessionaire is composed of the following:

1. Justice Jose C. Reyes, Jr.	Chairperson
2. Justice Marlene B. Gonzales-Sison	Co-Chairperson
3. Justice Rodil V. Zalameda	Co-Chairperson
4. Atty. Teresita R. Marigomen	Member
5. Atty. Anita Jamerlan-Rey	Member
6. Atty. Venus B. Maglaya-Taloma	Member
7. Ms. Juanita P. Tibayan-Castro	Member
8. Ms. Nicacia Maria Luisa Ola-Viovicente	Member
9. Ms. Virginia C. Velacruz	Member
10. Ms. Natividad C. Damil	Member
11. Ms. Eunice O. Jimenez	Member
12. Mr. Fernando C. Prieto	Member
13. Mr. Erowena V. Soriano	Member
14. Dra. Doreen V. Salcedo	Member
15. Mr. Edwin S. Avanceña	Member
16. Ms. Virginia D. Ramos	Secretary

The Committee will evaluate the eligibility and legal/technical requirements of the prospective concessionaire pursuant to Items II.A.1. and A.2. It shall also conduct the food taste test.



II. GUIDING PRINCIPLES

A. The Canteen shall be open to concessionaire, type of set-up to any individual or company with basic qualifications as follows:

A.1. BASIC QUALIFICATIONS

The **CONCESSIONAIRE** must have a proven track record in the canteen/food service industry/operation with the following eligibility requirements:

1. Current Certificate of Registration to operate as canteen concessionaire issued by the BIR;
2. Sworn Affidavit that it is or had been in the canteen/restaurant/catering operation business for at least two (2) years; and
3. One (1) Certification or recognition of Satisfactory Service from previous client/s except from the Court.

A.2. LEGAL/TECHNICAL REQUIREMENTS TO BE SUBMITTED:

1. Letter of Intent/Proposal;
2. Registration Certificate from the Securities and Exchange Commission (SEC) or Department of Trade and Industry (DTI) or Cooperative Development Authority (CDA);
3. Current Mayor's Permit;
4. Current Sanitary Permit;
5. Audited Financial Statements stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the last two (2) years;
6. 2016 Tax Clearance issued by the BIR.



A.3. CRITERIA FOR SELECTION (FOOD TASTE TEST)

CONCESSIONAIRE/S are required to submit to the Committee their four (4) week menu cycle. They will undergo a Food Taste Test on a date scheduled by the Committee.

They shall prepare two (2) full sets (good for 20 pax) of set meals for breakfast, lunch and snacks (“merienda”) based on their proposals. Evaluation of food samples for the set meals shall follow the procedure provided. Qualitative Measure (QM) food samples shall be presented.

Each meal shall be evaluated on four (4) major criteria:

1. Taste - 30% [Food is nutritious and properly cooked (i.e., not overdone or underdone)];
2. Freshness - 20% (use of fresh ingredients);
3. Set-up/Presentation - 20%; and,
4. Price – 30%

Set Meal (Breakfast)	<i>not to exceed</i> ₱45.00
Set Meal (Snacks)	<i>not to exceed</i> 45.00
Set Meal (Lunch)	<i>not to exceed</i> 60.00

Per Order / Ala Carte basis:

Chicken	<i>not to exceed</i> P35.00
Beef	<i>not to exceed</i> 40.00
Pork	<i>not to exceed</i> 35.00
Fisch	<i>not to exceed</i> 35.00
Seafood	<i>not to exceed</i> 45.00
Vegetables	<i>not to exceed</i> 20.00
Rice	<i>not to exceed</i> 7.00

PASSING RATE: 80%

(A concessionaire who fails to submit the food samples shall cause the return of its intent and shall be disqualified).

B. The **CONCESSIONAIRE** shall have exclusive contract to provide at a reasonable rate food and beverages to all officials and employees of



the Court for its four (4)-week menu cycle at affordable cost for every meal (breakfast, lunch and snacks), which may be as follows:

1. Choice of set meal shall be composed of the following:

1.1 Breakfast (starting at 6:15 a.m.):

- a. 1 cup plain/fried rice or minimum two (2) slices of bread;
- b. 1 pc. boiled, or scrambled, or fried at least medium-sized egg;
- c. brewed coffee; or instant coffee; or hot/iced tea; or hot/cold chocolate drink; or juice drink;
- d. fresh fruits (optional);

Plus choice of 1 serving of any of the following, combined with 1 (a) above: dried or smoked fish; longganisa; chicken/pork tocino; hotdog; corned beef; pork and beans; meat loaf; sausages; bacon; sardines.

1.2. Snacks (morning snacks starts at 9:00 a.m. and afternoon snacks starts at 3:00 p.m.):

- a. brewed coffee; or instant coffee; or hot/iced tea; or hot/cold chocolate drink; or juice drink.

Plus choice of:

- a. sandwich such as egg, ham, cheese, tuna, hotdog, chicken, hamburger, etc.;
- b. dimsum such as "siopao", "siomai", dumpling, etc.;
- c. noodle or pasta dish such as spaghetti, pancit, mami, lomi, etc.;
- d. cocktail food such as kikiyam, fish or squid balls, quail eggs, etc.; or
- e. congee such as "arroz caldo", "goto", "chamorado", etc.
- f. any traditional Filipino delicacy such as "kakanin" "suman", "biko", "puto", "kutchinta", "palitaw", "bibingka", "banana que", "turon", "camote fries", etc.); and,
- g. cake or pastry such as chocolate, banana, "empanada", "ensaymada", etc.;



1.3. Lunch (starting at 11:00 a.m.):

- a. 1 cup rice;
- b. meat viand such as pork, beef, chicken or fish dish;
- c. vegetable dish such as “pinakbet”, “laing”, chopsuey, “togue”, “kalabasa”, “monggo”, etc.;
- d. soup (optional); and,
- e. fresh fruits (optional).

C. In addition to set meals, the **CONCESSIONAIRE** shall also offer menu on a per order basis, both for dine-in or take-out.

D. The **CONCESSIONAIRE** shall include sugar-free meal/products.

E. The **CONCESSIONAIRE** shall accommodate requests for meals and catering services for **COURT** special events or meetings including those held beyond the **CONCESSIONAIRE**'s operating hours.

F. The **CONCESSIONAIRE** should ensure that all food prepared are properly labeled especially if these are spicy. The **CONCESSIONAIRE** must instead have a separate corner for its full array of condiments. This is to give employees the opportunity to add flavor to their own food in accordance with their taste.

III. RENTAL FEES

The **CONCESSIONAIRE** shall pay for the rental of the canteen in the amount of Six Thousand Pesos (₱6,000.00) per month, inclusive of utilities (water and electricity) and use of existing sets of furniture, fixtures and equipment owned by the **COURT**.

IV. CONTRACT PERIOD

The contract shall be for a period of one (1) year beginning December 1, 2017 up to November 30, 2018, renewable for another year.



V. SPECIFIC GUIDELINES FOR CONCESSIONAIRE

A. Scope of Services

1. Undertake to serve the officials, employees and visitors daily with healthy, nutritious and well balanced meal.
2. Provide officials, employees and guests, with a weekly menu and its corresponding reasonable price to be posted in the Canteen. The **four- (4) week menu cycle** should be submitted to the Committee.
3. **CONCESSIONAIRE** shall not serve any alcoholic beverage/liquor in the premises.

B. Schedule of Operations

Start its operations promptly to provide food service from 6:00 in the morning – 5:00 in the afternoon and/or based on any term that may be agreed upon with the Committee.

C. Duties of the CONCESSIONAIRE

1. Undertake to serve the COURT's Justices, Officials and employees efficiently and courteously.
2. Provide the Committee a list of personnel to be assigned on duty for issuance of Identification Cards (ID), which shall be worn visibly at all times within the Court premises. No canteen personnel will be allowed entry by the Security Guard Services unless an Identification Card has been issued in their favor.
3. Display its duly authorized current Sanitation and Business permit/s at all times.
4. Ensure proper handling and preparation of food.
5. Maintain cleanliness and orderliness of the Dining Area, Kitchen, and other areas where food is served at all times. The Committee reserves the right to inspect the said premises anytime.
6. Provide covered receptacles for garbage and dispose of trash properly and expeditiously, in coordination with the General Services Division.



7. Refrain from storing extra combustible materials that may pose as fire hazard.
8. Ensure that its personnel, especially its food handlers, have duly authorized health certificates which shall be displayed in the course of their work.
9. Assure that the prices of food served must not deviate from those offered during the selection process of the concession. However, the **CONCESSIONAIRE** must seek the Employees' Welfare and Benefits Committee's approval before any increase of prices.
10. Provide and maintain at least ten (10) personnel but may, however, increase such number as may be necessary, and see to it that its employees are well trained, courteous and presentable at all times.
 - 10.a. The additional personnel shall, likewise, comply with No. 8 of this provision; and
 - 10.b. The **CONCESSIONAIRE** shall post a bulletin of its current personnel.
11. Provide potable drinking water with hot and cold dispenser.
12. Be responsible for the repairs, maintenance, and/or restitution of portions damaged or destroyed in any part of the premises, including the **COURT's** equipments and fixtures aforesated.
13. Not introduce any improvements nor alter the canteen premises without the written consent of the **COURT** and in case the **COURT** consents to the addition of improvements, such improvements shall belong to the **COURT** upon the termination of the contract.

D. Food handlers shall at all times:

1. Wear clean uniform working garments. Cooks and food handlers shall wear prescribed caps; hairnets, face mask, and closed shoes (sneakers allowed). No food handlers will be allowed to dispense food unless properly attired.
2. Observe personal hygiene at all times; such as washing hands thoroughly with soap and water, and drying them completely before working, or after coming from the restroom.



E. Security Concerns:

CONCESSIONAIRE's employees shall at all times:

1. Wear a prescribed uniform and closed shoes during its operations.
2. Provide the Security Guard Services an advance list of personnel to go on duty every week, for proper identification.
3. Submit every time it brings in a list of cooking/kitchen and other utensils to the Security Guard Services, for inspection and monitoring purposes.

F. Accountabilities

The **CONCESSIONAIRE** shall:

1. Ensure that the quality of all the food, either raw or processed, complies with sanitation standards.
2. Ensure that the quality of food and service presented during the food tasting be maintained throughout the term of the contract.
3. Provide basic requirements necessary for the canteen operation, such as:
 - a. Manpower complement;
 - b. Communication devices (landline and/or cellular phone);
 - c. Cooking equipment;
 - d. Cooking wares and utensils;
 - e. Liquefied Petroleum Gas;
 - f. Movable serving racks;
 - g. Serving trays;
 - h. Cash Register (registered with the BIR);
 - i. Microwave oven;
 - j. Refrigerator;
 - k. Freezer;
 - l. Tableware/utensils such as plates, cups, saucers, drinking glasses, spoons, forks, etc.;
 - m. Food warmer;
 - n. Coffee maker;
 - o. Utensil steamer;
 - p. Chafing dish;



- q. Bread toaster; and,
 - r. Other similar items necessary for the operation of a Canteen.
4. Provide adequate supply of purified drinking water.
 5. Submit to the Office of the Medical and Dental Division the individual Health/Medical Certificates of all concessionaire's staff to ensure sanitation standards are met which shall be renewed annually.
 6. Be responsible for the repair and/or restitution of any damage to any Court property.
 7. Not introduce any improvement nor alter the premises without the approval of the Committee and the Court reserves its legal rights to the said improvements.

VI. LIABILITIES TO THIRD PARTIES

The **CONCESSIONAIRE** binds itself to protect the **COURT** from any suit or liability resulting from claims of any nature, whether of death, injuries or damages that may be suffered by any of the **COURT** officials and employees, caused by the **CONCESSIONAIRE** or any of its employees/helpers or of food poisoning and other causes within its control. The **CONCESSIONAIRE** shall at all time stand solely liable and/or responsible for said eventualities and shall hold the **COURT** free from any and all liabilities with respect thereto or arising therefrom.

VII. DURATION AND EFFECTIVITY OF THE CONTRACT

The contract shall take effect on December 1, 2017 and shall continue to have force and effect until November 30, 2018. The **COURT** shall conduct periodic review and performance of the **CONCESSIONAIRE**. However, the **COURT** reserves the right to revoke, at any time, the contract should the **CONCESSIONAIRE** fails to meet the standards set by the **COURT** in Section II of the contract and the Terms of Reference.

VIII. DEPOSIT

The **CONCESSIONAIRE** shall pay three (3) months deposit in the amount of EIGHTEEN THOUSAND PESOS (Php18,000.00) within five (5) days from receipt of the Notice of Award.



IX. PENALTY CLAUSE

The **COURT** has the option to terminate the services of the **CONCESSIONAIRE**, anytime during the contract period, for failure to abide by the terms and conditions of the contract. In this connection, the **CONCESSIONAIRE** shall be blacklisted in future transaction by the **COURT** for canteen concession.

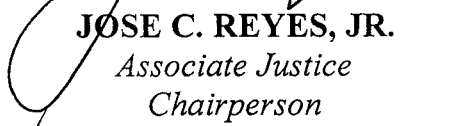
X. OTHERS

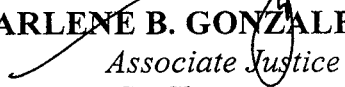
It is understood that failure of the **COURT** to demand compliance with any of the conditions stipulated herein or any act of liberality on its part shall not be considered or construed as a waiver on the part of the **COURT** of its right to enforce the contract, nor shall it relieve the **CONCESSIONAIRE** of any of its obligations.

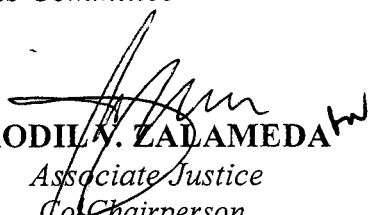
The Committee will directly supervise the implementation of the terms and conditions of the Contract and recommend appropriate actions it may deem necessary.

XI. VENUE OF ACTIONS

Any dispute arising from the contract which cannot be resolved amicably by the parties shall be tried in the proper courts of the City of Manila to the exclusion of all other venues.


JOSE C. REYES, JR.
Associate Justice
Chairperson
Employees' Welfare and Benefits Committee


MARLENE B. GONZALES-SISON
Associate Justice
Co-Chairperson



RODILA V. ZALAMEDA
Associate Justice
Co-Chairperson

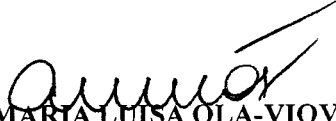

TERESITA R. MARIGOMEN
Clerk of Court



ANITA JAMBURLAN-REY
Assistant Clerk of Court



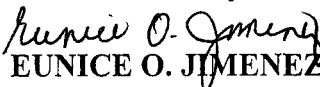

VENUS B. MAGLAYA-TALOMA
Division Clerk of Court


JUANITA P. TIBAYAN-CASTRO
Chief, Personnel Division


NICACIA MARIA LUISA OLA-VIOVICENTE
Chief, Accounting Division


VIRGINIA C. VELACRUZ
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Chief, Management & Audit Division


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Chief, Cash Division



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EROWENA V. SORIANO
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Chief, Medical & Dental
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EDWIN S. AVANCEÑA
President, ACAE

APPROVED:


REMEDIOS A. SALAZAR-FERNANDO
Acting Presiding Justice ✕

Date: