



**REQUEST FOR SUBMISSION OF PROPOSALS
FOR THE
PROVISION OF CANTEEN CONCESSIONAIRE SERVICES**

The Philippine Ports Authority, through its Canteen Concession Committee, invites all eligible concessionaires to submit their sealed proposals for the Provision of Canteen Concession Services, subject to the terms and conditions stipulated in the attached Terms of Reference (TOR).

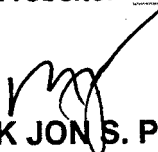
Interested concessionaires must have the capability to provide quality, clean and healthy meals and snacks, at reasonable prices, to PPA officials and employees, clients and guests and comply with the pre-qualification requirements under Item III of the TOR. Contract duration is Five (5) years, subject to the conditions stipulated in the TOR.

Sealed Proposals must be submitted in person at the address below, on or before **9:00 am of 08 April 2022**.

For further information, please refer to:

BAC Secretariat, Philippine Ports Authority
5th Floor, PPA Bldg., A. Bonifacio Drive,
South Harbor, Port Area, Manila
Telephone Nos. 8 527-47-35
8 527-83-56 to 83 loc. 539

PPA Website: www.ppa.com.ph


MARK JON S. PALOMAR
Chairperson
Canteen Concession Committee

TERMS OF REFERENCE
for the
Provision of Canteen Concessionaire Services

I. RATIONALE

The Philippine Ports Authority needs the services of a canteen concessionaire who will operate and manage the canteen at the ground floor of PPA Building, South Harbor, Port Area, Manila. The Canteen Concessionaire shall cater to the food requirement of the officials and employees, clients, and guests of the PPA 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 exclusively operated by only one (1) Concessionaire for a period of five (5) years.
3. The selection of the Canteen Concessionaire shall be undertaken by the PPA Canteen Concession Committee created under PPA Special Order No. 524 - 2021 dated 11 November 2021.
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 PPA website, letters, email and/or other means. These Terms of Reference shall be attached to the Request for Proposals as basis and guidance for the preparation of the proposals by the prospective concessionaires.
5. The operation of the Canteen Concessionaire Services shall be subject of a Concession Agreement between the PPA, represented by the General Manager and the Concessionaire. These Terms of Reference 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 deadline for the submission of the Proposals to pre-qualify:

Envelope 1:

1. Valid 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
2. Valid and current Mayor's Permit
3. Audited Financial Statement duly "stamped" received by the Bureau of Internal Revenue (BIR) for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission
4. Valid Tax Clearance
5. Duly notarized Secretary's Certificate or Special Power of Attorney as proof of authority of the signatory
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 (Annex B) consisting of at least the following: (Attach Curriculum Vitae)
 - a. One (1) experienced cook
 - b. One (1) regular cashier
 - c. One (1) cook helper
 - d. One (1) dishwasher
 - e. One (1) busboy

10. Proposal Form (Annex C)

IV. POST-QUALIFICATION

1. Proposals that meet all the pre-qualification requirements under Item III above shall be subjected by the PPA Canteen Committee to the following post-qualification processes:
 - 1.1 A food tasting session shall be conducted among the pre-qualified concessionaires at the PPA Head Office, South Harbor, Port Area, Manila, at a date and time to be scheduled by the Canteen Concession Committee.
 - 1.2 The following meals/snacks shall be prepared during the food tasting:
 - a. One (1) beef dish
 - b. One (1) pork dish
 - c. One (1) chicken dish
 - d. One (1) fish/seafood dish
 - e. One (1) vegetable dish
 - f. One (1) soup dish
 - g. One (1) dessert
 - h. One (1) 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. The soup shall be in small chinaware container.
- 1.4 The meals shall be sufficient for the members of the Canteen Concession Committee and the Technical Working Group (TWG) members to taste.
- 1.5 Each meal shall be evaluated based on the following criteria (Annex D):
 - a. Taste and freshness - 50%

Palatability and savor of the dishes – 25%
Freshness of the ingredients and flavor – 25%
 - b. Quality of Serving, including presentation - 25%

Application of right cooking time and temperature, i.e., neither overdone nor underdone, texture of dishes – 12.5%
Appearance – 12.5%
 - c. Price/Cost - 25%

Reasonable and affordable price – 25%
- 1.5.1. A minimum of at least ninety (90) percent must be obtained to qualify as a PPA Canteen Concessionaire.

V. CONCESSION AGREEMENT

1. A Concession Agreement shall be entered into by and between Philippine Ports Authority, represented by the General Manager, and the Concessionaire, selected and recommended by the PPA Canteen Committee.
2. The Concession Agreement shall cover a period of five (5) years, but subject to an Annual Performance Appraisal to be conducted by the PPA Canteen Concession Committee. A Concessionaire's unsatisfactory rating shall give PPA the option to rescind the contract before the expiration of its term.

3. Six (6) months prior to expiration of the Concession Agreement, the PPA Canteen Concession Committee shall commence the invitation, evaluation, and selection processes for the concessionaire.
4. Within sixty (60) days before the expiration of the Concession Agreement, with no new concessionaire selected and approved, PPA and the current concessionaire may agree to continue the operation of the canteen until PPA shall award the concession to a new concessionaire. For this purpose, the current concessionaire shall secure from PPA, through the General Manager, 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 PPA 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 unit in the operation and management of the canteen.
2. Use the canteen premises and facilities exclusively for the purposes provided under the Concession Agreement. Transfer or assignment of the Agreement and/or any space/facilities of the Canteen to other parties as well as use for catering services for outside clients are not allowed.
3. Provide breakfast starting at 6:00 a.m. until 9:00 a.m.; morning snacks starting at 9:00 a.m. to 11:00 a.m.; lunch starting at 11:00 until 2:00 p.m. and afternoon snacks at 3:00 p.m. onwards. Subject to prior reservation, served dinner and/or cocktails after operating hours for official functions and activities.
4. Post its menu for the day, including the price of each food in conspicuous places inside the canteen.
5. The Concessionaire shall conduct a general and thorough cleaning of the premises and equipment once a month.
6. 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.

7. Maintain the cleanliness and sanitation of the PPA Canteen utensils and equipment.
8. 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.
9. Provide free for canteen customers an adequate supply of purified drinking water with dispenser. The Concessionaire shall ensure that the water dispenser/s are regularly cleaned and maintained.
10. Provide free flowing coffee for canteen customers from 6:00AM to 9:00AM.
11. Defray the cost of water and electric utilities.
12. Practice proper waste management, including segregation of biodegradable and non-biodegradable waste and disposal of garbage.
13. Pay a monthly rental of Eight Thousand One Hundred Pesos (P8,100.00) computed at Three Hundred Pesos (P300.00) per square meter for the kitchen area (27 sq.m.) with an escalation rate of 10% per annum.

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 PPA Administrative Order No. 01-2002 (Guidelines on the Imposition of Interest and Penalty Charges, as Amended) or its amendments.

14. Provide canteen manpower complement and ensure that personnel wear appropriate attire.

The Concessionaire's Staff

1. One (1) year experience for the assigned cook.
2. Concessionaire's staff must have at least six (6) months of relevant training and/or work experience.
3. Valid health clearances must be presented. All staff must be fully vaccinated from COVID-19.
4. They are expected to be courteous to all PPA officials, employees and guests at all times.

5. They must wear identification cards to be issued by PPA.
6. During canteen operating hours the staff must wear official uniform to be provided by the Concessionaire; use face mask, face shield, hairnet, plastic hand gloves, apron and appropriate footwear (closed shoes) while in the canteen premises.

VII. OBLIGATIONS OF THE PPA

PPA shall, at its own expense:

1. Provide a 27 sq. m. space for canteen facilities with the following amenities:
 - a. Dining Area
 - b. Kitchen
 - c. Wash Area
 - d. Food counter with Railings
 - e. Tables
 - f. Chairs
 - g. Refrigerator
 - h. Freezer
 - i. Exhaust Fans
 - j. Ceiling Fan
 - k. Air conditioning Units
 - l. Local PLDT Line
 - m. Suggestion Box
 - n. Utensils
2. Cause the installation of electric and water sub-meters for the concessionaire.
3. Regularly maintain the air-conditioning units and assume the cost of major repairs/replacements of air-conditioning unit components.
4. Perform major plumbing, electrical and carpentry repairs.
5. Set reasonable price ceilings for meals and drinks to be served by the Concessionaire. Upon request of the Concessionaire, the PPA Canteen Committee shall evaluate requests for meal price adjustments based on price increases of commodities and give its recommendation to the General Manager for approval.
6. 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, PPA, its property, or its personnel.

7. Conduct regular monitoring on the operation and services provided by the canteen concessionaire. The PPA Canteen Concession Committee shall have complete access to the canteen facilities and premises at any given time.
8. 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 sixty (60) days prior notice. The Concessionaire shall be evaluated using the following criteria:

a. Service (25) points

Cleanliness and Orderliness (10 points) - neatness and sanitation of the Concessionaire's designated part of the Canteen, as well as the systematic arrangement and organized services of its staff.

Courtesy of staff (5 points) – politeness and respectful behavior of the Concessionaire's employees

Hygiene (5 points) – physical grooming and cleanliness of the canteen staff, especially the cook and the food servers.

Food handling (5 points) – measures taken by the canteen staff to ensure safe handling of food and prevent food-borne diseases.

b. Food (50 points)

Taste (20 points) – palatability and savor of the dishes

Quality (10 points) - freshness of the ingredients, appearance, texture and flavor application of right cooking time and temperature, i.e., neither overdone nor underdone.

Quantity (15 points) – sufficiency in serving, which should be within the minimum weight specified for the meals.

Variety (5 points) – ability to serve assorted meals for the two-week menu cycle

c. Price (25 points)

Price Reasonability (25 points) – compliance with price ceilings of meals agreed upon in the contract or price increase duly approved by PPA.

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. CASH DEPOSIT

Upon the signing of the Concession Agreement, the Concessionaire shall provide PPA with Cash Deposit in the amount of FIFTY THOUSAND PESOS (P50,000.00) to be replenished every two (2) months from notice. Said cash deposit shall defray payment of any unpaid utility bills, damages to canteen premises and equipment and/or any other damages they may result from the negligence or willful violation of the provisions of the Concession Agreement, without prejudice to any other actions that PPA may take against the Concessionaire for said damages.

Upon termination of the Concession Agreement and issuance of a Satisfactory Completion by PPA, the remaining amount 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. PPA shall at all times retain complete control over the PPA 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 PPA Canteen premises, or make alterations on fixtures, except upon prior written permission from PPA, through the Administrative Services Department. 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 PPA Canteen.

5. In the event that the PPA Canteen or any equipment, furniture, fixture or appliance therein owned by PPA, 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 PPA, 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 PPA-owned equipment, furniture, fixtures and appliances to PPA 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 PPA 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 PPA Canteen, or from any act done by its personnel within the PPA premises, shall be the sole liability of the Concessionaire concerned. In no case shall PPA 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.
9. In case of court cases arising from any provision of the Concession Agreement, the parties shall agree that the venue for the litigation shall be a court within Manila.

IX. RESERVATION CLAUSE

PPA reserves the right to review the Concessionaire's qualifications at any stage should it have reasonable ground to believe that misrepresentation has been made or if there has been a change in the Concessionaire's capability to undertake the operation of the Canteen and to terminate the Concession Agreement if such misrepresentation is found true or if there is proof of inability on the part of the Concessionaire to continue operation.


ERIC E. DIMACULANGAN
Administrative Services Department

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
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Week 4	Breakfast	Lunch	Morning and Afternoon Snacks
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Submitted by:

Name and Signature of Proprietor/Owner/Manager

Date _____

ANNEX "B"

LIST OF PERSONNEL AND DESIGNATION

	NAME OF PERSONNEL	DESIGNATION
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____

Note: Curriculum Vitae (CV) to be attached.

Submitted by:

Name and Signature of Proprietor/Owner/Manager

Date _____

PROPOSAL FORM

Date: _____

The Chairperson
 PPA Canteen Concession Committee
 Philippine Ports authority
 PPA Building, South Harbor,
 Port Area, Manila

Sir:

Having examined the Terms of Reference (TOR) for the Provision of Canteen Concessionaire Services, we, the undersigned, offer to provide such services and operate the PPA Canteen for three (3) years in conformity with the said TOR, for the prices stated hereunder.

LIST OF MENU	PPA-PRESCRIBED		PROPOSAL/PRICE
	Minimum Weight in grams per serving	Maximum price per serving	
A. BREAKFAST MEAL shall include:		P70.00	
1 Rice-plain/fried	200g		
2 Egg, medium-sized, boiled/fried	60g		
3 Chocolate/Tea	200ml		
4 Any 1 of the following viands:			
- Dried/smoked fish	60g		
- Longganisa	60g		
- Chicken/pork tocino	100g		
- Hotdog	50g		
- Corned beef	100g		
- Sauteed sardines	100g		
- Pork and Beans	150g		
- Meat loaf	80g		
- Sausage	70g		
- Bacon	50g		

B. LUNCH MEAL shall include: 1 Rice-plain 2 1/2 serving of any of the following: - Meet viands/ or dishes such as fish, pork, poultry and beef - Vegetable Viands	200g 150g 100g	P80.00	
C. SNACKS shall include: 1 Softdrinks/Iced Tea/Juice drinks 2 One (1) serving of any of the following: - Street foods such as banana cue, turon, camote fries, etc. - Traditional Filipino delicacies such as "kakanin", "suman", etc. - Noodles such as, but not limited to, pancit/mami/lomi, etc. - Cakes or patries Sandwich with filling of any of the following: - egg, ham, cheese, tuna, hotdog, chicken, etc. - Dimsum-style meals - Pasta dishes	200ml 50g 50g 200g 50g 50g 50g 200g	P50.00	
D. ALA CARTE Plain Rice Vegetable Dishes Fish, Pork & Poultry Dishes Beef Dishes Snacks Fruit in Season (per serving/slice)	200g 200g 300g 300g 	P10.00 P30.00 P60.00 P70.00 P50.00 P20.00	

We undertake, if our Proposal is accepted, to render the required services.

Until a formal Agreement is prepared and executed, this Proposals, together with your written acceptance thereof and the Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any proposals you may receive.

We certify/confirm that we will comply with all the requirements/documents of the Request for Proposals.

Name and Signature of the Authorized Representative
Designation
Date _____

ANNEX "D"

FOOD EVALUATION

Name of Concessionaire _____

Percentage Rating

Food/Dishes	Taste and Freshness (50%) <ul style="list-style-type: none"> • Palatability and savor of the dishes (25%) • Freshness of the Ingredients and flavor (25%) 	Quality of Serving Including Presentation (25%) <ul style="list-style-type: none"> • Application of right cooking time and temperature and texture of dishes (12.5%) • Appearance (12.5%) 	Price/ Cost (25%)
Beef Dish			
Pork Dish			
Chicken Dish			
Fish/Seafood Dish			
Vegetable Dish			
Soup Dish			
Dessert			
Snacks			
TOTAL RATING			

Evaluated by:

Signature over Printed Name