

# TERMS OF REFERENCE

## CONCESSION AND OPERATION OF THE LANDBANK PLAZA CANTEEN AND EXECUTIVE LOUNGE

### A. Rationale

The services of competent and dependable Canteen Concessionaires which will operate the LANDBANK Canteen and the LANDBANK Executive Lounge (EL) are needed to ensure that clean, safe and healthy food products at affordable prices are promptly and efficiently delivered to all LANDBANK employees and other canteen users.

### B. Scope

1. The Main Concessionaire shall operate one of the counters in the LANDBANK Canteen (12<sup>th</sup> Floor) and the LANDBANK Executive Lounge or EL (34<sup>th</sup> Floor). The two (2) Sub-Concessionaires shall operate the two (2) other counters in the 12<sup>th</sup> Floor Canteen.
2. The Concessionaires may also provide meals and catering services for official/special events or meetings including those held beyond Concessionaire's operating hours.
3. The Bank reserves the right to allow other providers (e.g., fruit stands, snack stalls, coffee/juice stands, etc.) to serve food at the Canteen on a programmed duration such as during wellness events and bazaars, etc. at any time without need of any prior notice.

### C. Role, Duties and Responsibilities of LANDBANK

LANDBANK shall:

1. Shoulder the expenses for electricity, water consumption and pest control application/services conducted on a regular basis to ensure an affordable cost of food for all employees; provided, the Concessionaires shall comply with the Bank's policy on resource conservation, environmental management and other applicable policies;
2. Allow the use of the following for the efficient canteen operation of the Concessionaires, free of charge, fixed for the duration of the contract:

<b>Main Concessionaire</b>	<b>Sub Concessionaires</b>
Kitchen/Food Counter – 320 sq. m*	Food Counter – 24 sq. m*
Dining Area	Dining Area
Kitchen Access	Not Applicable
Kitchen Equipment Appliances	Not Applicable
Dishwashing Area	Dishwashing Area
Segregation Area	Segregation Area
Trolleys with segregation tubs for Clean-As-You-Go Station	Trolleys with segregation tubs for Clean-As-You-Go Station
Employees' Locker	Not Applicable
Tables/Chairs for diners	Tables/Chairs for diners

\*May change subject upon final reconfiguration/renovation of the LANDBANK Canteen

<b>Main Concessionaire</b>	<b>Sub Concessionaires</b>
Existing kitchen equipment: Three (3) High Pressure Stoves Seven (7) Slow Cookers One (1) Salamander Grill One (1) Iron Plate Grill One (1) Oven	Not Applicable

2. Allow the set-up of additional mobile counter/s, if necessary and subject to review and endorsement of the Employee Relations Department (ERD) and approval of the Head, Human resource Management Group (HRMG);
4. Provide fire extinguishers and monitor safety devices as prescribed by the Fire Code of the Philippines;
5. Provide the Concessionaires with copies of the pertinent policies/guidelines on the Proper Use of LANDBANK Facilities and the LANDBANK Environmental Management System;
6. Provide Canteen and EL users with potable drinking water to ensure suitability for consumption and compliance with quality standards;
7. Shall conduct the following (announced and un-announced) through ERD, as part of compliance testing with the terms and conditions of the Contract:
  - a. Semi-annual monitoring and evaluation (offsite/onsite kitchen inspection),
  - b. Spot checking of documentary requirements, counter operations and personnel using the Canteen Concessionaire Inspection Checklist,
  - c. Customer Satisfaction Survey
  - d. Others
8. May issue warnings, impose sanctions and/or fines or terminate contracts, through the Head, HRMG upon the recommendation of the ERD, should there be major and recurring violations to the provisions of the contract during the semi-annual monitoring and evaluation and spot checking of documentary requirements, counters, operations and personnel using the Canteen Concessionaire Inspection Checklist counter operations;
9. May provide medical assistance to employees of the Concessionaires in case of emergency;
10. Release the corresponding cash bond not later than thirty (30) days after the end or termination of the contract, subject to the pertinent provisions of the contract.

**D. Role, Duties and Responsibilities of the Concessionaires**

The Concessionaires shall:

1. Serve breakfast, lunch and snacks, as follows:

<b>Main Concessionaire</b>	<b>Sub Concessionaires</b>
<b>Canteen (12<sup>th</sup> Floor)</b> Mondays to Fridays – 6:30 a.m. to 7:00 p.m.  Saturdays – 7:00 a.m. to 1:00 p.m.	<b>Canteen (12<sup>th</sup> Floor)</b> Mondays to Fridays – 6:30 a.m. to 6:00 p.m.
<b>Executive Lounge (34<sup>th</sup> Floor)</b> Mondays to Fridays – 6:30 a.m. to 7:00 p.m.	

- a. The Canteen and the EL may continue to be open beyond operating hours during special Bank events/ functions, which may correspondingly require extended operations and services. It may be re-purposed to handle official Bank events within its operating schedule subject to endorsement of ERD and approval of the Head, HRMG.
  - b. The Main Concessionaire shall be required to render services up to 7:00 p.m. for short order meals (e.g., sandwiches, *silog* meals, etc.) for Bank employees extending overtime work and those on night duty.
2. Handle the cooking and food preparation as follows:
    - a. The Main Concessionaire has the exclusive use of the kitchen at the 12<sup>th</sup> Floor of the LANDBANK Plaza solely for the preparation of food to be served in the Canteen, the EL and Bank functions.
    - b. The Sub-Concessionaires shall prepare food in their own kitchens that should be located within a 15-kilometer distance from the LANDBANK Plaza via the usual route. Only pre-cooked food shall be brought to the LANDBANK Canteen since cooking at the 12<sup>th</sup> Floor shall not be allowed. Warming of food may be done/allowed at their respective counters.
  3. Ensure that the quality of all foods, either raw or processed, complies with food safety and sanitation standards;
  4. Ensure that the quality of food and services presented during the food tasting be maintained throughout the term of the concession;
  5. Ensure utmost cleanliness and proper hygiene in the preparation, handling and serving of food;
  6. Maintain the cleanliness and overall sanitation of the Canteen and the EL premises and equipment, including but not limited to the following:

<b>Area</b>	<b>Main Concessionaire</b>	<b>Sub Concessionaires</b>
<b>Canteen (12<sup>th</sup> Floor)</b>	<ul style="list-style-type: none"> <li>• Food Counter</li> <li>• Assigned Dining Area</li> <li>• Dishwashing/Segregation Area</li> <li>• Trolleys</li> <li>• Office/Storage/Locker Room</li> <li>• Water Dispenser</li> <li>• Kitchen</li> <li>• Kitchen Equipment/ Appliances</li> <li>• Others</li> </ul>	<ul style="list-style-type: none"> <li>• Food Counter</li> <li>• Assigned Dining Area</li> <li>• Dishwashing/Segregation Area</li> <li>• Trolleys</li> <li>• NA</li> <li>• Water Dispenser</li> <li>• NA</li> <li>• NA</li> <li>• Others</li> </ul>
<b>EL (34<sup>th</sup> Floor)</b>	<ul style="list-style-type: none"> <li>• Pantry/Dishwashing Area</li> <li>• Waiting Area</li> <li>• Bar Area</li> <li>• Buffet Area</li> <li>• Tables/Chairs</li> <li>• Others</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>

7. Maintain the cleanliness and overall sanitation of the Canteen and the EL premises and equipment, including but not limited to the following:
8. Provide the following equipment/facilities necessary for the Canteen and the EL operations:
  - a. Bureau of Internal Revenue-certified cash registers (official tape receipts shall be given to customers on demand)
  - b. Kitchen/catering equipment and/or appliances
  - c. Dish dryer for proper drying of plates and other utensils
  - d. Plates, bowls, saucers
  - e. Spoons and forks (with different designs per provider)
  - f. Cups for hot beverages (ceramic or paper cups)
  - g. Glasses for cold beverage (drinking glasses or paper cups)
  - h. Food trays and compartment food trays (additional to the existing food trays to be turned over to the Concessionaires but shall remain properties of LANDBANK)
  - i. Refrigerator/freezers
  - j. Food warmers/coffee maker
  - k. Microwave oven and oven toaster
  - l. Other similar items necessary for the operation of a Canteen subject to clearance from the Facilities Management Department (FMD)

As a general rule, the use of plastic cups, spoons and forks shall not be allowed but the Concessionaires may be allowed to use food wraps for food cover and recyclable containers for food take-out.

9. Shall each endeavor to come up with a menu that shall not be repeated at least within a 15-day period, as far as practicable. Food displayed at counters should indicate the calorie count per prescribed portions/sizes and the corresponding costs of which is are within the approved/prescribed price range.

Summary of the List of approved/prescribed food prices per serving shall be incorporated in the contract.

10. Serve healthy food items and minimize selling junk foods such as chips and sodas (soft drinks);
11. Offer the following:
  - a. Meal varieties such as:
    - 1) at least 2 kinds of fish dishes for breakfast
    - 2) at least 2 kinds of fish dishes during lunch
    - 3) at least 2 kinds of vegetable dishes during lunch
    - 4) at least 1 kind of fruit for breakfast, lunch and snacks
  - b. Meal options in support of certain celebrations aligned with the Bank's employee wellness program such as but not limited to the following as may be requested by the Bank:
    - 1) Vegetarian or vegan option
    - 2) Philippine Heart Month Celebration and those that support specific national health programs
    - 3) Red/brown or corn rice on specific days of the week
    - 4) Others
12. Provide manpower complement needed to perform the functions of food handlers, waiters, counter personnel, busboys, in-house catering services personnel and dishwashers
  - a. The Clean-As-You-Go (CLAYGO) scheme shall be adopted at the LANDBANK Canteen whereby customers shall place their used food trays and utensils at the Clean-As-You-Go Station.
  - b. Concessionaires' busboys shall promptly collect the used food trays and utensils from the CLAYGO Station to the Segregation Area.
13. Ensure that all employees or personnel of concessionaires should wear the following at all times while working:
  - a. Proper uniform/footwear;
  - b. Hairnets;
  - c. Gloves;
  - d. Face masks and mouth restraints;
  - e. LANDBANK Access Cards; and
  - f. Health Certificate IDs
14. Submit updated copies of the following to ERD:
  - a. Business Permit;
  - b. Sanitary Permit (LANDBANK Counter/Kitchen Area secured from their locale);
  - c. Health Certificate of all food handlers at LANDBANK and Kitchen Area; and
  - d. COVID-19 Vaccination Record as may be applicable, Police Clearance and Drug Test Certificate of all employees

Upon assumption as the Bank's Main or Sub-Concessionaires, a complete list of employees shall be submitted to ERD together with the requirements under D.14.c and D.14.d hereof.

In the event that a new employee is deployed, a notice/endorsement with same requirements must be submitted to ERD before he/she shall be allowed to start working. Said personnel shall likewise wear the prescribed uniform and such other items under No. 13 hereof upon deployment.

15. Have a functional Occupational Safety and Health (OSH) policy and program for their employees, including the provision of medical coverage, pursuant to the pertinent provisions of Civil Service Commission (CSC)-Department of Health (DOH)-Department of Labor and Employment (DOLE) Joint Memorandum Circular (JMC) No. 1, s. 2020, and CSC-Commission on Audit (COA)-Department of Budget and Management (DBM) Joint Circular (JC) No. 1, s. 2017, as amended by CSC-COA-DBM JC No. 1, s. 2018

Relative to this, Concessionaires must ensure that their employees follow all instructions on work safety given by the Bank and their employers (i.e., Concessionaires) in compliance with the provisions of CSC-DOH-DOLE JMC No. 1, s. 2020, and make use of all safeguard and safety devices provided by their employers.

16. Post copies of the updated Business and Sanitary Permits at the walls of their respective food counters/kiosks;
17. Ensure that all employees are free from any infectious diseases.

Sick food handlers shall not be allowed to report to work and must submit fitness to work upon return to work. Likewise, all employees must undergo Food Safety Orientation/Training.

18. Ensure the proper maintenance of facilities/equipment within their area

The repair of damage to kitchen equipment and food counters/kiosks due to improper use shall be for the account of the Concessionaires and chargeable to their respective cash bonds. Repair/replacement of damaged furniture and equipment must be acted upon within fifteen (15) days; otherwise, LANDBANK may opt to undertake the repair/replacement of said facilities/equipment with expenses chargeable to the Concessionaires.

19. Ensure that the Canteen facilities and equipment are not used by Concessionaires for outside catering or similar services;
20. Ensure the collection, segregation and disposal of its own wastes (food and table wastes, wastes from scraping and washing of utensils) on a daily basis in the designated wastes area and compliance with policies on the Proper Use of LANDBANK Facilities and LANDBANK Environmental Management System subject to the mechanics of the Clean-As-You-Go Policy to be implemented by the Bank;
21. Ensure that proper safety procedures are adopted in the use of liquified petroleum gas in cooking and in handling flammable materials and risks within the 12<sup>th</sup> Floor

kitchen area and paraffin wax for heating of food at food counters of concessionaires and at the Executive Lounge.

The Concessionaires may provide supplementary fire extinguishers subject to the approval of FMD.

22. Ensure that appliances necessary in the pantry and kitchen area operations other than those already provided by the Bank are cleared with and approved by FMD.
23. Upon signing of the Concessionaire contract, shall each put up cash bonds as follows which shall be replenished every time the total amount is decreased:
  - a. Main Concessionaire – Php 300,000.00
  - b. Sub/Kiosk Concessionaire – Php 100,000.00

The said cash bond shall defray payment of liabilities/accountabilities for injury, damage or loss which may be suffered by LANDBANK, its employees and its clients due to negligence, faults or willful violation of this TOR and Concessionaire contract attributable to the Concessionaires, their representatives, agents and/or employees, without prejudice to any other actions that LANDBANK, its employees and/or its clients may take against the concessionaire for said damages.

#### **E. Mode, Domicile and Tenure**

1. The Main Concessionaire shall operate the LANDBANK Canteen and the LANDBANK EL located at the 12<sup>th</sup> and 34<sup>th</sup> Floors, respectively, LANDBANK Plaza, M.H. Del Pilar cor. J. Quintos Streets, Malate, Manila.
2. The Sub-Concessionaires shall operate their respective food counters at the Canteen located at the 12<sup>th</sup> Floor, LANDBANK Plaza, M.H. del Pilar cor. Dr. J. Quintos Streets, Malate, Manila.
3. The LANDBANK Canteen is open to all LANDBANK personnel, its clients and all building occupants while the EL is generally for Bank officers, their clients and guests.
4. The Concessionaires' contract shall be for a term of two (2) years, renewable for another two (2) years at the option of the Bank as necessary, and as approved by the Head, HRMG upon the recommendation of ERD.
5. LANDBANK shall have the right to pre-terminate or suspend the contract of a Concessionaire in case of continuous or repeated non-compliance, willful violation, or non-performance of any of the terms and conditions of this TOR and contract including but not limited to the following:
  - a. Non-compliance with the submission of documentary requirements
  - b. Operating with expired permits;
  - c. Deployment of employees with deficient qualifications (e.g., expired Health Certificates, etc.)
  - d. Others, including C.8. hereof

6. The pre-termination of contract shall be effective thirty (30) days upon receipt of notice.

## **F. Legal, Financial and Technical Requirements**

1. Letter of Intent
2. Certified true copies of SEC/DTI Registration Certificate, Articles of Incorporation/ Cooperation/ Partnership and By-Laws
3. Valid and Current Mayor's Permit/License
4. BIR Certificate of Registration/TIN Card
5. Food Safety Training Certificates/Food Safety Management Plan/Hazard Analysis and Critical Control Points (HACCAP)
6. Notarized Deed of Undertaking (*Prospective Food Service Provider to accept and comply with selection rules and regulations and the terms and conditions of the Contract of Concessionaires*)
7. Notarized Certification under Oath (*Prospective Food Service Provider is in the canteen/cafeteria concessionaire or restaurant business and/or combination which should not be less than five [5] years and with the required financial and operational capability/experience*)
8. For corporations or cooperatives, Secretary's Certificate containing the Board Resolution designating the authorized representative/signatories to participate in the process and execute contracts required to be executed
9. Original copies of Health Certificates of each employee issued by the City Health Officer attesting to their good physical condition
10. Income Tax Return (ITR)
11. Audited Financial Statements (FS) with BIR Stamp for the last three (3) years
12. Organizational set-up and list of manpower complement (including number of cooks)
13. Location map of existing restaurant and canteen outlets with table service (including fine dining) and self-service (indicating contact persons and contact details)
14. A satellite kitchen/storage facility located within fifteen (15)-km distance via the usual route from the LANDBANK Plaza for Kiosk Concessionaires
15. Description of facilities owned or leased (with proof of ownership i.e., certified photocopy of title under the name of prospective provider or valid contract of lease) to include restaurant and canteen outlets, satellite kitchen, storage facilities, transport, equipment, etc.



## G. Criteria for Selection

The major/essential provisions of the selection procedure are indicated below. A detailed statement of the selection procedures will be contained in a separate document to be provided to the participants. The process will involve two (2) stages:

1. *1<sup>st</sup> Stage – Determination of the eligibility or qualification of applicants to participate on a pass or fail basis (total score is given a 30% weight in the final ranking)*

This stage will involve checking of the participant’s compliance with basic pre-requisites for qualifications and documentary requirements as mentioned under F. Legal, Financial and Technical Requirements. There will be a pass or fail rating for each specified requirement or criteria. Unless otherwise indicated, the stated requirements/criteria apply to all participants for Main Concessionaire and Sub Concessionaires:

- a. *Performance Security Deposit* – Must submit a Performance Security Deposit in the amount of Five Thousand Pesos (P5,000.00) in the form of Cashier/Manager’s Check.
- b. *Organizational Set-up* – A participant may only be any of the following entities:
  - 1) Duly licensed Filipino citizens/sole proprietorships
  - 2) Sixty percent (60%) Filipino-owned partnership/corporation
  - 3) Cooperatives duly registered with the Cooperative Development Authority
- c. *Operational Experience* – Must have been in the canteen/cafeteria concessionaire or restaurant business and/or combination which should not be less than five (5) years. Applicants for the different categories of service providers must have the actual capacity to serve the per-meal requirement specified below, as evidenced by previous contracts entered into:
  - 1) Main Concessionaire – at least 250 clients at any instance
  - 2) Sub Concessionaire – at least 100 clients at any instance

2. *2<sup>nd</sup> Stage – Evaluation of qualified participants for rating and ranking based on specific criteria (total score is given a 70% weight in the final ranking)*

This stage will involve the evaluation and ranking of the participants based on the following parameters:

<b>Criterion</b>	<b>Description</b>	<b>Weight</b>
<b>Food</b>	Quality, taste, presentation and variety	<b>30%</b>
<b>Customer Service</b>	Friendliness/courtesy of staff, speed, efficiency	<b>10%</b>
<b>Sanitation and Orderliness</b>	Cleanliness of facilities (kitchen, storage, dining area, food counter) including utensils/equipment	<b>30%</b>
<b>Food Handlers</b>	Neatness of staff, compliance with proper attire requirements	<b>30%</b>

3. The final evaluation will take into consideration the final ratings obtained by a participating prospective concessionaire in the first and second stages of the selection criteria.
4. In case of a tie, drawing of lots shall be adopted to determine the selected service provider.
5. The providers will comply with the procedures that may later be adopted in the operation of the Canteen and the EL.

#### **H. Application of Categories/Succession Rule**

1. Prospective food service providers may apply in both categories (Main Concessionaire and Sub-Concessionaire) but can only assume one (1) category. If a service provider wins in more than one category, LANDBANK shall award the position of higher category. The next ranking qualified participant in the category vacated shall move up one position. Should there be no qualified provider or should no provider move up to the 2<sup>nd</sup> Stage of Evaluation in a given category, a re-selection shall be conducted for the failed category.
2. In the event of pre-termination of contract of a Concessionaire, the next ranking qualified participant during the selection process may be offered to take-over the unexpired portion of the pre-terminated contract/s subject to the same terms and conditions of the contract.
3. If no response from the next qualified party is received within the deadline set forth in the invitation, the Bank shall have the option to offer to the next ranking qualified participant and so on.