

TERMS OF REFERENCE FOR THE OPERATION OF MWSS CANTEEN

A. RATIONALE

In line with the operation of the Metropolitan Waterworks & Sewerage System (MWSS) Canteen located at basement Main Building, MWSS Compound, and Katipunan Road, Balara Quezon City for a period of two (2) years, the following guidelines are hereinafter set forth:

B. SCOPE OF OPERATIONS

1. There shall be one (1) Concessionaire that will operate the MWSS Canteen.
2. The Concessionaire shall serve an estimated one thousand (1000) MWSS, Manila Water Company, Inc. (MWCI), Maynilad Water Services, Inc. (MWSI), MWSS Regulatory Office and other tenants of MWSS including clients and guests.
3. The Concessionaire shall submit its four (4) week menu cycle at an affordable cost for every meal (breakfast, lunch and snacks) to the MWSS Operations Support Department on a monthly basis, for approval.
4. The Concessionaire shall provide value meals for breakfast, lunch, morning and afternoon snacks with an option to offer supper and catering services during MWSS special occasions, seminars and meetings.

Choice of value meals shall be composed but not limited to the following:

4.1 **Breakfast** (starting at 7:00 a.m.) priced at a **minimum** of Php 60.00 to a maximum of P100.00, to include one (1) reasonably-sized serving of such as, but not limited to the following:

- (a) 1 cup plain/fried rice or minimum of two (2) slices bread;
- (b) 1 pc. Boiled or scrambled, or fried at least medium sized egg;
- (c) Brewed coffee; or instant coffee; or hot/cold tea; or hot/cold chocolate drinks; or juice drinks (200ml) and
- (d) Fresh fruits (optional);

Plus a choice of one (1) serving of any of the following, to go in combination with 4.1 (a) above:

- 2 pcs. of sausage
- 1 pc. dried or smoke fish;
- 1 pc. longganisa;
- 1 pc. chicken/pork tocino/tapa;
- 1 pc. hotdog, big size;
- 3 strips of bacon;
- Corned beef;
- Pork and beans; and
- Sardines



4.2 Snacks (am/pm) priced between Php20.00 to Php50.00 for any of the following choices:

- Any traditional Filipino delicacy such as “kakanin” (“suman”, “biko”, “puto”, “kutsinta”);
- “palitaw”, “bibingka”, “banana que”, “turon”, “camote fries”, etc.;
- cake or pastry such as chocolate, banana, “empanada”, “ensaymada”;
- sandwich such as egg, ham, cheese, tuna, hotdog, chicken, hamburger;
- dimsum such as “siopao”, “siomai”, dumpling, etc.;
- noodle or pasta dish such as spaghetti, pansit, mami, lomi, etc.;
- cocktail food such as kikiyam, fish or squid balls, quail eggs, etc.; and
- congee such as “arroz caldo”, “goto”, “chamorado”, etc.

4.3 Lunch (starting at 11:00 a.m.) priced between Php60.00 and Php100.00 to include one (1) reasonably-sized serving of such as, but not limited to the following;

- (a) One (1) cup rice
- (b) Meat viand such as pork, beef, chicken or fish dish;
- (c) Vegetable dish such as “pakbet”, “laing”, chopsuey, “togue”, “kalabasa” “monggo”, etc.;
- (d) Soup; and
- (e) Fresh fruits (optional)

5. In addition to value meals, the Concessionaire shall be able to offer ala carte meal viands, vegetable dishes and menu on a per order basis, both for dine-in or take-out whenever necessary at reasonable price. Menu book and menu clips with corresponding prices shall be kept at reasonable levels.

6. The Concessionaire is allowed to accept catering services during weekends (Saturdays and Sundays) and after 6pm during weekdays with a venue rental fee in addition to the canteen services. Concessionaire should communicate such requests for catering services to MWSS for approval at least three (3) days prior to the event.

6.1 Venue rental is Php 20,000 for a minimum 4-hour use. Any use beyond that will be charged P6,000 per hour (a fraction of an hour beyond 15 mins is charged the full hourly amount). Rental fee should be received by MWSS. A cash deposit of Php10,000 is compulsory prior to the catering services on weekends, refundable after the event after clearance has been acquired from the appropriate personnel of MWSS.



C. THE ROLE OF THE LESSOR (MWSS)

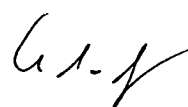
The MWSS/CCC shall:

1. Provide the kitchen area, food counter, office space, employees' lockers and utility room necessary for the efficient canteen operation of the Concessionaire, with rental fee, for the duration of this Contract. The use of the kitchen equipment will incur corresponding charges (i.e. security and performance bond);
2. Provide an area necessary for the efficient canteen operation of the Concessionaire, for the duration of the Contract, namely dining area and rest rooms;
3. Provide separate meters for electricity and water utilities;
Shoulder/cover the payment of the following:
 - a. Lightings, outlets, ACCU in the DINING AREA
 - b. Air handling unit/aircons (80TR AHU)
4. Provide basic equipment, furniture (in the dining area), fixtures necessary in/or applicable to the operation of the canteen except kitchen appliances which should be the responsibility of the concessionaire;
5. Conduct client satisfactory survey using a checklist, to serve as basis for the evaluation of the Concessionaire's performance throughout the Contract; and
6. Conduct a quarterly and surprise sanitary and safety inspection of the premises to monitor compliance with the Contract, including sustenance of sanitary and safety preparation and cooking of food
7. Ensure that prohibition of cigarette smoking and vaping are strictly implemented inside and the surrounding areas of the canteen, except in designated smoking areas.
8. Food carts are generally not allowed inside the canteen area. Exception to this is subject to the discretion and approval of MWSS (Lessor).

D. THE ROLE OF THE CONCESSIONAIRE

The Concessionaire shall:

1. Provide the basic requirements necessary to the canteen operation, such as but not limited to the following:
 - a. Manpower complement (Note: type of personnel and number should be indicated, for instance, number of staff/waiter/crew in the dining area, comfort rooms, kitchen, etc.);
 - b. Communication devices;
 - 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.; (no absolute use of plastic and Styrofoam)
 - m. Food warmer; coffee maker;
 - n. Utensil steamer/sterilizer (minimum of 2)
 - o. Chafing dishes;
 - p. Bread toaster and/or sandwich maker;
 - q. Distilled water; juice and soft drink dispensers;
 - r. One (1) water purifier in which the filter must be regularly replaced and other similar terms necessary for the operation of a canteen
 - s. Pest control services and fire extinguishers
 - t. If the occasion demands, collapsible partitions shall be provided, subject to the approval of MWSS (Lessor).
2. A rental fee of Php 150,000 per month (VAT exclusive) shall be paid to MWSS (Lessor) on a monthly basis. This rental fee covers the following:
- a. Water consumption
 - b. Electricity for KITCHEN appliances such as softdrink dispensers, gas range, hood, water heater, spare (PP-FH), chillers and freezers
 - c. Lightings, outlets, ACCU in the KITCHEN
- The water and electricity consumption will be based on sub-meter reading from MWSS and from Manila Water; However,
- a. Any utilities amount (consumed by the Lessee/Concessionaire) ON TOP OF THE RENTAL FEE shall be shouldered by the Concessionaire.
 - b. If utilities amount consumed by the Lessee is BELOW THE RENTAL FEE OF P150,000, the difference between the rental fee and utilities amount will be returned to the Lessee or be carried over to the next billing statement, up to the amount of P50,000 only.
3. Payment shall be made every month on the same day starting from the first day of canteen operations, payable to Metropolitan Waterworks & Sewerage System (MWSS).
4. A one (1) month advanced payment and a security deposit equivalent to one (1) month rent (total of Php 300,000) shall be paid by the concessionaire upon award.
5. The Concessionaire may use its creativity when designing dishes but the food quality and selection shall not be compromised. The menu shall be changed on a weekly basis (according to the approved 4-week menu plan) and shall feature a wide variety of cuisine from ethnic to organic and local fare.
6. Maintain the cleanliness and sanitation of the MWSS canteen premises and facilities, to wit:
- a. Kitchen;
 - b. Cooking wares;

- c. Dining areas;
 - d. Equipment and utensils;
 - e. Tables and chairs;
 - f. Office rooms; if any;
 - g. Lavatories and lavatory supplies;
 - h. Rest rooms;
 - i. Cabinets and food counters; and
 - j. Electrical and aircon equipment
 - i. Basic maintenance to be provided by MWCI/its contractor during the warranty period of one (1) year of the equipment. If the cause of damage is poor quality of equipment then the contractor is held liable during the warranty period; if it is proved that the cause of damage is due to improper handling, the canteen concessionaire is held liable and will shoulder the expenses
 - ii. After the warranty period of one year, the CONCESSIONAIRE will handle and shoulder all costs for the necessary repairs to keep the Canteen suitable for the use to which it has been devoted. In case, the CONCESSIONAIRE fails to make such repairs within thirty (30) days from receipt of a written notice from MWSS (Lessor), the LESSOR may (i) cause the repairs to be undertaken, and (ii) deduct the cost thereof from the Security Deposit.
 - k. The rest of the premises where the area of operation is maintained by the Concessionaire
7. Observe strict standards in the kitchen area on the use of such cooking equipment especially on the use of the liquefied petroleum gas.
 8. Provide the cleaning equipment and efficient garbage and disposal system. Implement proper waste segregation.
 9. Operate the canteen, Monday to Friday from 6:00 a.m. to 6:00 p.m. except during events/function which may require extended operation and services.
 10. Report any damage in canteen facilities and equipment to the Operations Support Department, supported by documentary requirements including a narrative report on how the damage was incurred.
 11. Ensure that MWSS facilities are not used for catering services for the Concessionaire's outside catering or similar services.
 12. Ensure that the maintenance checklist to be provided by MWSS (Lessor) should be strictly followed.

E. SERVICE AGREEMENT (see Attachment)

F. MODES, DOMICLES AND TENURE

The Canteen Concessionaire shall operate the MWSS Canteen which is located at the Basement of the MWSS Main Building in Katipunan Road, Balara, Quezon City. The MWSS Canteen shall serve all MWSS personnel including employees of all its tenants, clients and guests. The Canteen Concessionaire shall operate the MWSS



Canteen under a two (2) year Contract, with an option for renewal subject to the review and recommendation of the CCC.

MWSS shall have the right to pre-terminate the Contract for violation of the Terms and Conditions of the Contract without need of judicial action or for valid and justifiable grounds to be determined by MWSS, which recommendation shall be final and binding upon the Concessionaire, by serving a thirty (30) day written notice to the Concessionaire.

G. PERFORMANCE SECURITY

The winning Concessionaire shall also be required to put up a performance security in the amount of **One Hundred Fifty Thousand (Php 150,000.00) in the form of Cash, Cashier's Check, Manager's Check or a Surety Bond in the amount of Php500,000.00, callable on demand issued by reputable Insurance company** to guarantee complete and faithful performance of its obligations under the Contract, to guarantee the proper care of all appliances and equipment furnished by the MWSS, and shall reimburse the latter for any loss, damage or injury that the latter may suffer as a consequence of any negligence of the Concessionaire's employees, ordinary wear and tear excepted.

H. INCREASE OF FOOD PRICES

Any price increase of food to be served by the Concessionaire shall be subject to the prior approval of the MWSS upon consultation with the CCC. The Concessionaire shall not increase the prices of food at any time without prior approval of the MWSS. Such request for price increase should be relayed in writing to the MWSS at least two weeks prior to the intended date of implementation by the concessionaire.

I. OTHER TERMS AND CONDITIONS

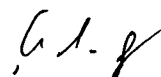
Other terms and conditions regarding the operation as well as the obligations and liabilities of both parties shall be included in the Contract.

J. BASIC QUALIFICATION REQUIREMENTS (TO BE SUBMITTED AS PART OF BIDDING DOCUMENTS)

The Concessionaire must have been in continuous operation for at least three (3) years and shall have in its employ, more than ten (10) personnel to serve as Manager, Cashier, Cooks, Kitchen Assistants, Servers, Beverage Attendants, Dishwashers, Helpers, Busperson and the like.

The Concessionaire must have a proven track record in the canteen/food service industry/operation. The following documents shall be submitted to the MWSS CCC Secretariat for determination of eligibility:

1. Letter of Intent
2. Business Documentary Requirements



- a. Nature of Business (single proprietorship, partnership or corporation, cooperative; etc.) and corresponding permits: DTI Business Name Registration, SEC Registration Certificate, and/or permit from Cooperative Development Authority (CDA) etc;
- b. Mayor's Permit/Municipal License
- c. Barangay Clearance
- d. Tax Clearance
- e. Registered name and name of owner/manager;
- f. Location/address/phone number of the office;

3. Business Profile

- a. Particular services offered with number of years/months in food catering business and other pertinent information.
- b. Record or listing of institutions that have been served or being catered to; and
- c. Menu with prices; products catered/sold (historical).
- d. List of current manpower complement (names and positions)
- e. Proof that the company is or had been in the canteen/restaurant/catering operation business for at least three (3) years; and
- f. Certification from previous corporate clients/s for recognition of Satisfactory Services.
- g. The Concessionaire's manpower complement to be assigned to MWSS.

K. DOCUMENTATION REQUIREMENTS REQUIRED FROM WINNING BIDDER PRIOR TO INGRESS

Manpower Complement

1. Listing of Personnel, and their respective positions to be employed in the Canteen
2. For each assigned personnel to MWSS : Medical certification issued by a duly certified physician to ensure sanitation standards are met and shall be renewed annually;
3. Drug screening results issued by an accredited DOH drug testing clinic;
4. NBI Clearance; and
5. Certificate of registration of employees to SSS, DOLE (for five (5) workers or more).

Government Permits

6. Fire Safety Inspection Permit
7. Sanitation Permit for the company and for each food handler for deployment at MWSS Canteen
8. All other government permits required prior to ingress

L. SELECTION GUIDELINES

First Stage Evaluation (Basic Qualification Requirements: Item J)

1. The applicant shall be subjected to the determination of eligibility screening based on the submitted documentary requirements.

2. The CCC shall evaluate the completeness of the documents submitted. The applicant shall be automatically disqualified if the submitted documents are incomplete.
 - a. Those evaluated to have complete documentation will be notified by the CCC as the shortlisted bidders
 - b. Only shortlisted bidders will proceed to the next evaluation stage (food tasting/quality and costing)

Second Stage Evaluation

3. The applicant will have an assigned day to showcase their cuisine for customer feedback of MWSS customers/clients and for the evaluation of MWSS CCC through food tasting.
4. For both occasions, the applicants shall be required to prepare for food tasting evaluation, one (1) set meal each for breakfast, lunch, and snacks for ten (10) pre-selected customers and the same set for the members of the MWSS CCC (10).
5. Schedule of food presentation for rating and evaluation shall be determined by the CCC.
6. The Criteria for selection will be according to food and serving quality and food costing only.
The Applicants will be serving set meals with a ceiling price of not more than Php 100.00 per serving comprising of chicken, beef, pork, fish, vegetables and rice to the MWSS Canteen Committee and pre-selected customers, which will be collectively judged according to the point system set by the MWSS (Lessor).
7. The applicants will be rated by the members of the MWSS CCC and by the MWSS clients/customers based on the following point system:

7.1 Food Quality	-	50 points
<i>(Applicants will be graded according to appearance and taste)</i>		
7.2 Serving Quality (Food presentation, serving size)		30 points
7.2 Food Cost	-	20 points
<i>(Applicants will be required to present upon food tasting a value meal set with a ceiling price of not more than Php 100.00 of what they have prepared. Size of each value meal serving will be carefully considered. Ala Carte meal is not covered in this evaluation)</i>		
8. The prospective applicant gaining the **highest combined score** shall be declared the winner.

M. INSTRUCTIONS ON SUBMISSION OF BIDS

Hard copies of the documentary requirements shall be personally submitted to:

The Chairman, Canteen Concession Committee
4th Floor, MWSS Administration Building,
Katipunan Road, Balara, Quezon City

Date of Submission: On or before September __ 2018.

The proposal should be duly signed by the authorized representative and should comply with the herein Terms of Reference.

C.S. J.