

**TERMS OF REFERENCE (TOR)**  
**CONCESSION AND OPERATIONS OF THE**  
**LANDBANK PLAZA CANTEEN AND THE LANDBANK EXECUTIVE LOUNGE**

**I. Rationale**

The Land Bank of the Philippines is a government Bank, located at the LANDBANK Plaza 1598 MH del Pilar Street, Malate Manila, housing approximately 3,500 employees and other occupants. LANDBANK seeks competent and reliable food service providers as Concessionaires to operate the workplace dining facilities. The concessionaires will provide clean, safe and healthy food at affordable prices, while ensuring prompt and efficient service for all LANDBANK employees and other canteen customers.

**II. Scope**

1. There will be two (2) types of concessionaires, i.e., one (1) Main Concessionaire and three (3) Minor Concessionaires, who shall operate and provide meals on a schedule and as specified in this TOR.
2. The Main Concessionaire shall operate the designated counter in the LANDBANK Canteen and the LANDBANK Executive Lounge (EL) and has exclusive access to the kitchen which shall be used solely for the preparation of food to be served in the Canteen, EL and for Bank functions.
3. Three (3) Minor Concessionaires shall each operate a designated counter at the Canteen.
4. Concessionaires may also provide meals and catering services for special events, conferences, meetings and other official functions within the LANDBANK Plaza including those held beyond Concessionaire's regular operating hours.
5. The Bank reserves the right to engage 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, bazaars and among others, within the canteen without prior notice to the concessionaires.

**III. 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.
2. The Minor Concessionaires shall operate their respective designated food counters at the Canteen located at the 12<sup>th</sup> Floor.
3. The LANDBANK Canteen (estimated maximum seating capacity of 388) is open to all LANDBANK employees, contractors and service providers deployed to the Bank, clients and other building occupants. The LANDBANK EL (estimated maximum seating capacity of 50 persons) generally serves LANDBANK officers, clients and guests.
4. The Concessionaires' contract shall be for two (2) years, renewable for another two (2) years at the option of the Bank as necessary, and subject to the approval by the Head, Human Resource Management Group (HRMG) upon the recommendation of the Employee Relations Department (ERD).
5. LANDBANK shall have the right to impose sanctions or monetary fines, suspend or pre-terminate 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 the 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. Non-compliance with food safety standards; or
  - e. Non-adherence to price ceilings.
6. The pre-termination of contract shall be effective thirty (30) calendar days upon receipt of notice.

#### **IV. Role, Duties and Responsibilities of LANDBANK**

##### **LANDBANK shall:**

1. Shoulder the cost associated with regular conduct of pest control services and the expenses incurred by Concessionaires for electricity and water consumption. This is to ensure that Canteen food prices affordable for LANDBANK employees; provided that the Concessionaires comply with the Bank's policies on resource conservation, environmental management and other applicable policies;
2. Allow the use of the following resources for the efficient canteen operations, free of charge for the duration of the contract:

<b>Facility</b>	<b>Main Concessionaire</b>	<b>Minor Concessionaires</b>
Food Counter	With access to food counter and kitchen (320 sqm)	With access to food counter (24 sqm)
Dining Area with tables & chairs	With access	With access
Kitchen	With access	No Access
Bank-owned kitchen equipment & appliances: Three (3) High Pressure Stoves Seven (7) Slow Cookers One (1) Salamander Grill One (1) Iron Plate Grill One (1) Oven	With access	No Access
Dishwashing Area	With access	With access
Segregation Area	With access	With access
Trolleys with segregation tubs for Clean-As-You-Go Station	With access	With access
Employees' Locker	With access	No access

3. Allow the set-up of additional mobile counter/s, if necessary; subject to review and endorsement of the ERD, and approval of the Head of 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 Integrated Management System (IMS) Policy.
6. Provide Canteen and LANDBANK EL customers with potable drinking water compliant with the Philippine National Standards for Drinking Water.

7. Through ERD, conduct the following contract compliance testing or assessment (may be announced or unannounced):
  - a. Inspection of facilities (Canteen, kitchen, LANDBANK EL, satellite kitchens) and operations;
  - b. Review of documents;
  - c. Price monitoring;
  - d. Customer Satisfaction Survey; or
  - e. Others, as may be deemed necessary.
8. May issue warnings, impose sanctions and/or fines (ranging from ₱1,000.00 - ₱10,000.00) or terminate contracts, through the Head, HRMG upon the recommendation of the ERD, based on results of compliance monitoring activities and in accordance with the provisions of the contract. (Annex C)  
 Subject to the gravity of the offense, the Head of HRMG, upon recommendation of the ERD and pursuant to compliance monitoring results, may issue a warning, impose sanctions and/or fines ranging from ₱1,000.00 to ₱10,000.00, or effect termination of the contract, all in accordance with the applicable provisions of the agreement.
9. Shall release the corresponding cash bond not later than thirty (30) calendar days after the end or termination of the contract, subject to the pertinent provisions of the contract.

## **V. Roles, Duties and Responsibilities of the Concessionaires**

### **Concessionaires shall:**

1. Ensure compliance with the pertinent provisions of the following:
  - a. Presidential Decree No. 856 - Code on Sanitation of the Philippines
  - b. Republic Act (RA) 10611, particularly Implementing Rules and Regulations of Chapter III: Food Establishments
  - c. Food Safety Act of 2013
  - d. RA 10754: An Act Expanding the Benefits and Privileges of Persons with Disability
  - e. RA 9994: Expanded Senior Citizens Act of 2010, and
  - f. Other relevant standards, laws and regulations.
2. Operate and serve food during the schedules below:

<b>Operating Hours</b>	<b>Main Concessionaire</b>	<b>Minor Concessionaire</b>
<b>Canteen</b>	Monday-Friday 6:30 AM – 7:00 PM	Monday-Friday 6:30 AM – 6:00 PM
Breakfast	6:30 AM - 8:30 AM	6:30 AM -8:30 AM
Lunch	11:00 AM – 2:00 PM	11:00 AM – 2:00 PM
Snacks	9:30 AM - 10:30 AM 3:00 PM - 7:00 PM	9:30 AM - 10:30 AM 3:00 PM - 6:00 PM
<b>LANDBANK EL</b>	Monday-Friday 6:30 AM -7:00 PM	Not Applicable
Breakfast	6:30 AM - 8:30 AM	
Lunch	11:00 AM – 2:00 PM	
Snacks	9:30 AM - 10:30 AM 3:00 PM - 7:00 PM	

- a. The Canteen and the LANDBANK EL operating hours may be implemented during special Bank events or functions requiring extended services.
- b. Said facilities may likewise be repurposed to serve as venue for official Bank events within their operating schedules subject to endorsement of ERD and approval of the Head, HRMG.

- c. Meals shall also be served at the prescribed hours on Saturdays, Sundays and holidays upon prior verbal or written advice to the Main Concessionaire at least one (1) day before the scheduled activity.
  - d. Customers shall be allowed to take out food bought from the Canteen/LANDBANK EL.
3. Perform cooking and food preparation activities, as follows:
- a. The Main Concessionaire has exclusive access to the kitchen which shall be used solely for the preparation of food to be served in the Canteen, EL and for Bank functions.
  - b. The Minor Concessionaires shall prepare food in their satellite kitchens located within a 15-kilometer distance from the LANDBANK Plaza via the usual route. Only pre-cooked food shall be brought into the Canteen premises which may be warmed at the food counters. Cooking of food at the counters shall not be allowed.
4. Comply with the following specifications and requirements pertaining to food items to be served:
- a. Ensure that all food items used or served, whether raw or processed, are sourced from legitimate sources and comply with food safety standards.
  - b. Ensure utmost cleanliness and proper hygiene in the preparation, handling and serving of food.
  - c. Prepare and submit a (22)-day menu cycle to ERD monthly, to include the following:
    - Combo meals (not applicable to LANDBANK EL) - at least one (1) option during breakfast and lunch;
    - Serving of "basic" food items which are subject to maximum price limits (not applicable to LANDBANK EL);
    - Concessionaires may opt to serve "special" viands which will not be subject to price limits but nonetheless should be reasonably priced;
  - d. Make available the following basic food items to be sold at prices not higher than the maximum limits set:

<b>Basic Food Items</b>	<b>Maximum Price Limits (inclusive of taxes)</b>
White rice	₱15.00/cup ₱8 for ½ cup
Brown rice	₱20.00/cup ₱10.00 for ½ cup
Beef Dish	₱ 80.00
Pork Dish	₱70.00
Chicken Dish	₱ 60.00
Fish Dish (ordinary type: e.g., bangus, tilapia, galunggong, tulingan, dalagang bukid, hasa-hasa, etc)	₱ 60.00
Vegetable Dish	₱ 40.00
Breakfast viands Type 1 (e.g., hotdog, longganisa, regular sardines, daing, dried fish, tinapa, etc.)	₱ 40.00
Breakfast viands Type 2 (e.g., tapa, tocino, corned beef, luncheon meat, etc.)	₱ 65.00
Sunny side up egg/boiled egg	₱ 15.00/piece
Scrambled egg/salted egg	₱ 35.00
Basic Pancit/Pasta Dish	₱ 50.00
Breakfast Combo Meal 1 cup rice, egg, viand (meat, poultry, seafood)	₱ 60.00

<b>Basic Food Items</b>	<b>Maximum Price Limits (inclusive of taxes)</b>
	(promo rate are not subject to SC/PWD discounts)
Lunch Combo Meal 1 cup rice, vegetables, viand (meat, poultry, seafood), free clear soup	₱ 75.00 (promo rate are not subject to SC/PWD discounts)

- e. All food items on sale shall be properly labelled with dish title, calorie count per serving, allergen content, and price (using color code: yellow for basic dish and green for special dish).
  - f. Encouraged to serve nutritious food (e.g., low fat/low cholesterol, low salt, high fiber, no added sugar, whole grains, fresh fruits and vegetables; food cooked using healthy methods) while selling of unhealthy food (e.g., sweets, sugary drinks, sodas, junk food, chips, etc.) is highly discouraged;
  - g. Upon request by the Bank, concessionaires may offer food items or meals in line with the Bank's Employee Wellness Program (e.g., healthy lifestyle promotion, meat-free days, vegetarian options, etc.) or campaigns of the national government (e.g., serving of brown or corn rice, etc.).
  - h. Serving or selling of liquors/alcoholic beverages are prohibited.
  - i. Ensure that the quality of food and services presented during the food tasting be maintained throughout the term of the concession.
5. Provide the necessary manpower complement to support their operations (e.g., food handlers, cooks, waiters, counter personnel, busboys, dishwashers, etc.).
    - a. Ensure that only those personnel deemed qualified, properly trained (i.e., food safety), and are physically and mentally fit are deployed to the Canteen/LANDBANK EL.
    - b. Ensure that all their personnel are in proper working attire: clean uniform, closed footwear, hair restraint, well-fitting face mask, gloves, no jewelry; LANDBANK-issued Access Card; and Health Certificate which must be worn at all times unless it poses risks of contamination in which case, same shall be presented upon demand.
    - c. Assign a manager to oversee onsite Canteen operations.
    - d. Ensure compliance with applicable regulations and laws governing labor and employment.
  6. Provide the following equipment/appliances necessary for their operations and be responsible for replacement of lost or broken items):
    - a. Prescribed color-coded partitioned plates (with 3 compartments) for combo meals
    - b. Plates, bowls, saucers for ala carte orders
    - c. Metal spoons and forks (with different design per concessionaire)
    - d. Cups for hot beverages (i.e., ceramic or paper cups)
    - e. Glasses for cold beverage (i.e., drinking glasses or paper cups)
    - f. Food trays
    - g. Food warmers/chafing dishes
    - h. Kitchen/catering equipment and/or appliances
    - i. Cash Register Machine approved by the Bureau of Internal Revenue (BIR) (official tape receipts shall be given to customers on demand)
    - j. Other equipment or appliances necessary for the Concessionaire's operations subject to clearance from the Facilities Management Department (FMD)
  7. The use of plastic (e.g., cups, spoons, forks, PET bottles, straws) polystyrene and other materials deemed harmful to customers and environment shall be prohibited. Concessionaires however, may be allowed use of recyclable containers for take-out food and on a limited basis, food wraps to ensure food safety.

8. Be responsible for the overall sanitation and maintenance of facilities and equipment (as may be applicable) within their assigned areas.

<b>Area</b>	<b>Main Concessionaire</b>	<b>Minor Concessionaire</b>
<b>Canteen</b>	Food Counter Assigned Dining Area Tables & Chairs Dishwashing/Segregation Areas CLAYGO Trolleys Office/Storage/Locker Room Kitchen Kitchen Equipment	Food Counter Assigned Dining Area Tables & Chairs Dishwashing/Segregation Areas CLAYGO Trolleys
<b>EL</b>	Reception Area Bar Area Buffet Area Dining Area Tables & Chairs Pantry/Dishwashing Area	Not Applicable

- a. The repair of damage to kitchen equipment and food counters, whether due to improper use or normal wear and tear, shall be for the account of the Concessionaires and chargeable to their respective cash bonds. Repair or replacement of damaged furniture and equipment must be carried out within fifteen (15) calendar days; otherwise, LANDBANK may opt to undertake the repair or replacement of said facilities/equipment, with the expenses chargeable to the Concessionaires.
  - b. Ensure that the Canteen facilities and equipment are not used by Concessionaires for outside catering or similar services;
  - c. Cooperate in implementing the Canteen's Clean-As-You-Go (CLAYGO) scheme (i.e., customers scrape plates, dispose of wastes and place used food trays and utensils at CLAYGO Station for collection and transport by the Concessionaire's busboys to the Segregation and Dishwashing Areas).
  - d. Be responsible for the proper waste collection, segregation and disposal and egress of wastes from LANDBANK Plaza on a daily basis.
  - e. Observe proper safety procedures in handling flammable materials (e.g., use of liquefied petroleum gas (LPG) only in the kitchen by Main Concessionaire and prohibited in the food counters where paraffin wax may be used for food warming by Minor Concessionaires and by Main Concessionaire for EL) to prevent fire incidents.
  - f. Comply with LANDBANK's requirement for additional fire extinguishers, pest control services, or other related requirements as may be mandated by ERD and/or FMD. Concessionaires may initiate supplementary services related to the aforesaid subject to clearance by FMD.
9. Concessionaires shall offer various payment options for its customers including use of the Bank's mobile banking application.
10. Offer special privileges/discounts for senior citizens and Persons with Disability (PWD) in accordance with laws. Priority of service shall likewise be extended to pregnant individuals, senior citizens and PWDs.
11. Comply with the Bank's policies and guidelines on Occupational Safety and Health (OSH), Emergency Preparedness and Response, Security, Environmental Management System, Integrated Management System and other applicable issuances.

12. Upon signing of the contract, Concessionaires shall each put up cash bonds (to be replenished in case of utilization) that will be used to defray payment of 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, as follows:
  - a. Main Concessionaire      ₱400,000.00
  - b. Minor Concessionaire      ₱200,000.00

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

1. Letter of Intent
2. Certified true copies of Securities and Exchange Commission/ Department of Trade and Industry Registration Certificate, Articles of Incorporation/ Cooperation/ Partnership and By-Laws
3. Valid and Current Mayor's Permit/ License
4. BIR Certificate of Registration/ Tax Identification Number Card
5. Notarized Deed of Undertaking (*Prospective Concessionaire to accept and comply with selection rules and regulations and the terms and conditions of the Contract of Concessionaires*)
6. Notarized Certification under Oath (*Prospective Concessionaire is in the canteen/cafeteria/ restaurant business and/or combination which should not be less than three [3] years and with the required financial and operational capability/experience*)
7. 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;
8. Income Tax Return (ITR) for CY 2024
9. Audited Financial Statements (FS) with BIR Stamp for CY 2022, 2023, 2024
10. Organizational set-up and list of manpower complement
11. Certified true copies of Health Certificates issued by the local government of site of current operations
12. Certificates of Training on food safety, and similar topics
13. Location map of existing restaurant and canteen outlets with table service (including fine dining) and self-service (indicating address, contact persons and contact details)
14. Sanitary Permit for current site of operations
15. A satellite kitchen/storage facility located within fifteen (15)- kilometer distance via the usual route from the LANDBANK Plaza for Minor Concessionaires (with address)
16. 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.

Note: Upon assumption as the Bank's Main or Minor Concessionaires, the following shall be submitted to ERD not later than two (2) weeks prior to start of actual operations (and to be updated annually or as needed with deployment of new staff):

- a. List of employees to be deployed to LANDBANK Plaza and satellite kitchen together with their valid health certificates, drug test results and police clearances
- b. Business Permit (certified true copy to be posted in respective food counter areas)
- c. Sanitary Permit for LANDBANK Counter/Kitchen Area secured from their locale (certified true copy to be posted in respective food counter areas)

## **VII. Selection Process and Criteria**

By default, all applicants will be considered for the Main Concessionaire position. Each applicant will be evaluated based on predefined criteria. The highest-scoring applicant will be designated as the Main Concessionaire, while the next three (3) highest-scoring applicants will be appointed as the Minor Concessionaires.

1. Selection process will involve two (2) stages:

### **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 weight of 30% 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 Minor 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) Partnerships or corporations with at least sixty percent (60%) Filipino ownership and control, in terms of both capital and voting rights
  - 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 three (3) years. Applicants for the different categories of service providers must have the actual capacity to serve at least 250 clients at any instance per-meal requirement, as evidenced by previous contracts entered into.

### **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>Sanitation and Orderliness</b>	Cleanliness of facilities (kitchen, storage, dining area, food counter) including utensils/equipment	<b>30%</b>
<b>Food Handlers</b>	Compliance with proper attire requirements, adherence to standard food handling practices	<b>30%</b>
<b>Customer Service</b>	Friendliness, courtesy of staff, speed, efficiency	<b>10%</b>

2. 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.
3. In case of a tie, drawing of lots shall be adopted to determine the selected service provider.
4. The providers will comply with the procedures that may later be adopted in the operation of the Canteen and the LANDBANK EL.

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

1. All applicants will automatically be considered for the Main Concessionaire position. Evaluations will be conducted based on established criteria. The applicant with the highest score will be awarded the Main Concessionaire role, while the next three (3) highest-scoring applicants will be



designated as Minor Concessionaires. In the event of a tie, the Ad Hoc Canteen Committee shall reconvene and reevaluate the tied applications based on the established criteria until the tie is resolved.

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.

-----END OF DOCUMENT-----

**Canteen Concessionaire Violation-Penalty Matrix**

<b>Violation Type</b>	<b>Description</b>	<b>Penalty</b>
<b>1st Offense</b>	Non-compliance with the terms and conditions of the contract, including pricing, hygiene issues and etc.	A monetary fine of ₱1,000.00
<b>2nd Offense</b>	Continued non-compliance with the terms and conditions of the contract, including pricing, hygiene issues and etc.	A monetary fine of ₱5,000.00
<b>Repeated Offenses</b>	Continued non-compliance with the terms and conditions of the contract, including pricing and hygiene issues, etc.	A monetary fine of ₱10,000.00
<b>Contract Termination</b>	Persistent non-compliance with the terms and conditions of the contract or multiple violations (4+ incidents), including hygiene, pricing issues and etc.	Contract Termination

Notwithstanding the matrix above, it is understood that the HRMG Head upon the recommendation of the Employee Relations Department (ERD) which oversees the operations of the Canteen and the LANDBANK Executive Lounge, may use his/her discretion to terminate this Contract, or impose any of the penalties provided above, in the event of material or substantial breach by the Concessionaire

The Concessionaire acknowledges that its material or substantial breach is identified by the gravity of the violation and determined on a case-to-case basis, at the sole discretion of the HRMG Head.