

INVITATION TO BID

Please quote in sealed envelope your lowest offer for the operation and management of the office canteen with the following terms and conditions (see attached Terms and Conditions of Engagement) Also indicate the average mark up on meals and snacks to be offered. (considering the free use of space, electricity and water).

Prepare sample menu of meals and snacks to be offered.

Please submit your quotations not later than October 7, 2011.

**AGREEMENT FOR THE OPERATION OF CANTEEN AT
NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA), Region 1**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the operation of a canteen at NEDA Office has been entered into, by and between:

NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY, Region 1, a government agency duly organized by virtue of Presidential Decree No. 1 or the Integrated Reorganizational Plan of 1972, with office address at Guerrero Road, City of San Fernando, La Union, herein represented by its Regional Director, **MR. LEONARDO N. QUITOS, JR.**, herein referred to as the NEDA 1;

AND

_____, a sole proprietorship duly organized and existing under Philippine Laws, with office address at _____, herein represented by its owner/proprietor, _____, herein referred to as the _____.

-WITNESSETH-

WHEREAS, the NEDA 1 promotes the well-being of its employees, and ensures support in the conduct of meetings through the operation of a canteen in its premises;

WHEREAS, ____ has the capacity, experience and expertise, and offered to deliver the service needed by NEDA 1.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. The ___ shall operate a canteen at the NEDA 1 in accordance with the Terms and Conditions of Engagement as indicated in "Annex A"
2. The NEDA 1 shall provide free use of canteen space, electricity, and water as an incentive to _____. In exchange, _____ shall provide the required services to NEDA 1 and its employees at discounted prizes.
3. This contract does not create an employer-employee relationship between NEDA 1 and _____. The services rendered hereunder are not considered as Government services; and that the latter is not entitled to benefits enjoyed by the regular personnel of NEDA 1
4. _____ shall abide by NEDA 1 Terms and Conditions of Engagement as indicated in "Annex A"

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ of _____, 2011 at NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY Region 1, Guerrero Road, City of San Fernando, La Union.

**NATIONAL ECONOMIC AND
DEVELOPMENT AUTHORITY, Region 1**

By:

By:

LEONARDO N. QUITOS, JR.
Regional Director

Owner/Proprietor

Signed in the Presence of:

Nestor G. Rillon

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
San Fernando City, La Union) S.S.

Before me, this _____ 2011, personally appeared:

CTC No.
Issued on
Issued at

Mr Leonardo N. Quitos, Jr.
Regional Director
National Economic and Development Authority, Region 1
CTC No. 32943663
Issued on January 17, 2011
Issued at San Fernando City, La Union

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed as well as those of the corporation herein represented. Said instrument consisting of ___pages including this page whereon the

Acknowledgement is written, is signed by the parties and their witnesses on the signature hereof, and initialed on the pages and sealed with notarial seal.

Witness my hand and seal on the date and in the place above-written.

Doc. No: _____

Page No: _____

Book No: _____

Series of 2011.

Terms and Conditions of Engagement

1.0 Canteen Hours

The canteen shall start to operate not later than 8:30 am and shall close not earlier than 4:30 pm and from Monday to Friday except during holidays.

2.0 Canteen/Catering Services

The canteen shall offer morning and afternoon snacks with variation of choices, lunch with at least three (3) choices of viands, one of which shall have vegetable components.

The canteen can participate in Bidding Invitations for the provision of catering services during meetings and occasions (inside or outside NEDA 1 office) to be coordinated by the NEDA 1.

The canteen shall ensure the provision of reasonably priced healthy foods for snacks and lunch.

3.0 Use of NEDA 1 Facilities

The NEDA 1 provides the canteen and its personnel free use of canteen space, electricity, water, and other facilities. The canteen and its personnel shall ensure care, and diligence in the use of these facilities. It shall implement measures to avoid extravagant use of electricity and water.

Cleanliness and sanitation shall always be maintained at the canteen. At all times, the tables, flooring, and display areas should be clean and dry. Waste baskets should not be found overflowing and wastes shall be removed/collected before leaving the canteen in the afternoon. Waste segregation at source (nabubulok, hindi nabubulok) shall be implemented.

4.0 Canteen Equipment

The canteen is responsible for providing its own refrigerator (one unit only), gas stove, and all necessary equipment and utensils for the operation of a canteen and catering services. The canteen is not allowed to use other electrical equipment without the approval by NEDA 1.

5.0 Payment

Any payment of services made by NEDA 1 to the canteen shall be covered with an Official Receipt. The canteen shall ensure the use of Official Receipts that are duly registered with the BIR and with Tax Identification Number.

6.0 Cost of Canteen/Catering Services

The canteen shall provide minimal cost of its services considering the free use of space, electricity, and water (granted free) in its pricing scheme.

7.0 Variation, Postponement or Cancellation

Postponement, cancellation, or revision of an agreed service (particularly catering services) shall in no case be made by NEDA 1 in less than 24 hours before the scheduled delivery of the service. Cancellation by the canteen of an agreed service shall be made with NEDA 1 five days prior to the agreed delivery time of the service. This is to provide NEDA 1 enough time to look for another service provider. Violation by the canteen of this provision is deemed to have violated the agreement and is responsible of refunding NEDA 1 50% of the total amount of the agreed service.

8.0 Limitation of Liability

While every reasonable care is taken by NEDA 1 to ensure the safety of the canteen equipment, NEDA 1 shall not be liable for any loss, damage or claim of whatsoever nature upon these equipment.

8.0 Termination

NEDA 1 shall have the right after giving one month prior written notice to the canteen to terminate the contract for any of the following reasons:

- 8.1 If a breach of any of these Terms and Conditions of Engagement occurs;
- 8.2 If an action or incident occurs which in the opinion of NEDA 1 is prejudicial to the NEDA 1's interest;

9.0 Miscellaneous

- 9.1 These Terms and Conditions may not be modified except by an agreement in writing signed by NEDA 1 and the canteen and properly notarized.
- 9.2 Should NEDA 1 be dissatisfied with the services provided, a complaint should be made immediately in writing to the proprietor-operator of the canteen so that suitable action can be taken.
- 9.3 The canteen services will also be subjected to regular evaluation by the NEDA 1 employees for purposes of service improvements.