

## TERMS OF REFERENCE

### QUEZON CITY BUSINESS PERMITS AND LICENSING DEPARTMENT (BPLD) BEVERAGE SERVICE

#### I. RATIONALE

To enhance the overall experience of applicants and guests by providing complimentary beverages while waiting thereby improving customer satisfaction and promoting a more pleasant and efficient service environment. This initiative aligns with the department's goal of providing exceptional service and fostering a welcoming environment for all applicants and guests.

A Beverage Service Agreement is being proposed wherein a Service Provider shall operate the Beverage Service Stall located within the premises of the BPLD.

#### II. SCOPE

The facility or stall shall be intended for beverage services only.

#### III. BASIC QUALIFICATIONS AND REQUIREMENTS

- a) Proven track record of at least three (3) years in the operation of a beverage service or shop (prior years business permit and sanitary permit);
- b) BIR Registration;
- c) Health Certificate/s of Beverage Handler/s;
- d) Sample Menu of Coffee, Hot Tea, and Fresh Fruit Juices.

#### IV. OBLIGATIONS OF THE BPLD

The BPLD shall:

- a) Provide one (1) beverage service stall at the Ground Floor of Civic Center A Building, Quezon City Hall Compound for the use of the service provider, free-of-charge;
- b) Provide electricity, internet connectivity and water (cleaning purposes) for the use of the service provider, free-of-charge;
- c) Conduct regular monitoring of the operation and services by the service provider and shall have complete access to the facility at any given time;

#### V. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall carry out the services specified in this TOR. The general welfare and well-being of the applicants and guests shall be the utmost consideration in the performance of the said services, which include, but are not limited to the following:

##### a) On the facility

The service provider shall:

- i. Use the premises exclusively for the purposes provided under the Agreement. Transfer or assignment of the Agreement and/or any space of the facility to other parties as well as use for services for outside clients are not allowed;

- ii. Maintain the cleanliness and sanitation of the premises and equipment. The service provider shall conduct a general and thorough cleaning of the premises and equipment at least once a month;
- iii. Exercise utmost diligence in the stewardship of the facility and equipment by turning off/unplugging all electric appliances and lights at the end of each operation hours;
- iv. Provide and/or install pertinent equipment, appliances and devices that are necessary in providing beverage services;
- v. Regularly provide maintenance service to the equipment and appliances and assume the cost of repairs and/or replacements thereof;
- vi. Ensure the proper use and maintenance of the facility. It shall be liable for the cost of damage and/or necessary repairs caused by or those that are reasonably attributable to the neglect or misuse by the service provider and its employees; and
- vii. Strictly comply with waste segregation management and waste disposal.

**b) On the beverage requirements**

The service provider shall:

- i. Offer Coffee (black), Hot Tea (unsweetened), and Fresh Fruit Juices (unsweetened) in its menu. The cost per cup/glass shall be as follows:

No.	Beverage	Cost
1	Coffee (black), 8 oz	
2	Hot Tea (unsweetened), 8 oz	
3	Fresh Fruit Juices (unsweetened), 8 Oz	

- ii. Prepare each beverage within three (3) minutes or less;
- iii. Comply with the Nutrition Standards for Food Procurement set forth in Section 6 of Executive Order No. 16, S-2021 establishing the Quezon City Healthy Food Procurement Policy;
- iv. Comply with the provisions of Ordinance No. SP-2876, S-2019 otherwise known as "An Ordinance Prohibiting the Distribution and/or Use of Single-Use Plastics/Disposable Materials including Cutlery in All Hotels and Restaurants in Quezon City." The use of Styrofoam, single-use plastics and similar materials shall not be allowed.

**c) On the beverage service operations**

The service provider shall:

- i. Operate the stall from Monday to Friday, starting from 7:00 a.m. until 6:00 p.m. and ensure the quality of the beverages complies with sanitation standards. The service provider may be requested to operate during Saturdays, Sundays and Holidays as the need arises;

- ii. Ensure utmost cleanliness and proper hygiene in the preparation, handling and serving of beverages. For this reason, any person hired by the service provider shall, upon hiring, secure health certificates and occupational permit from the Quezon City Health Department and Business Permits and Licensing Department, respectively. The service provider shall submit the same to the BPLD;
- iii. Secure all applicable licenses and business permit from the Quezon City Government in the operation of the beverage service stall;
- iv. Post its menu for the day with corresponding calorie count per serving in accordance with Ordinance No. SP-3254, S-2024, otherwise known as the Calorie Labelling Ordinance of Quezon City;
- v. Provide manpower complement and ensure that the personnel wears appropriate attire;
- vi. Submit certified weekly reports of beverages servings not later than three (3) working days after the end of every week. All issued official receipts shall be for the account of BPLD;
- vii. Submit a statement of account every end of the month based on the number of actual beverage servings;

#### **VI. DURATION OF THE SERVICE**

The service shall run up to 31 December 2024 or until the allocated budget has been consumed, whichever comes first, and shall commence immediately upon the issuance of the notice to proceed.

#### **VII. BUDGET ALLOCATION**

The allocated budget for the project is **NINE HUNDRED SIXTY SIX THOUSAND FOUR HUNDRED PESOS ONLY** (PHP 966,400.00) inclusive of incidental expenses and other governmental fees and charges. This budget is estimated to serve **Twelve Thousand Eighty** (12,080) orders for beverages.

#### **VIII. TERMS OF PAYMENT**

- a) Payment shall be made to the service provider on a monthly basis on actual servings made within thirty (30) days from receipt of the billing/statement of accounts;
- b) In case the total amount of servings within the contract is less than the amount agreed in the contract, the BPLD shall not be liable to pay the total contract amount.

#### **IX. PERFORMANCE SECURITY**

The service provider shall provide the BPLD with a performance security valid for the duration of the contract to guarantee faithful compliance by the service provider of the terms and conditions of the contract and in case of default, the BPLD shall have full power and authority to forfeit the same, without prejudice to the right of the BPLD to institute other legal remedies.

#### **X. CONFIDENTIALITY**

No information determined by the parties as confidential in nature may be released by the parties to any third person. Moreover, the service provider shall ensure that its officers, employees and other personnel, during the affectivity and after termination of this contract to maintain confidentiality and secure any confidential information.

#### **XI. ASSUMPTION OF LIABILITIES**

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- a) The service provider undertakes and agrees to defend, indemnify, and hold harmless the BPLD from any claims, losses and expenses including but not limited to the following:
  - i. any claims and/or expenses arising from injuries, damages and/or loss from the consumption of beverages served by the service provider;
  - ii. damages or liability of whatever nature, for death or injury to any person, including the service provider's employees; and
  - iii. damage or destruction to any property of either party thereto or of third parties, arising in any manner by reason of or incident to, the performance of the Agreement on the part of the service provider and its employees.
- b) The service provider is being engaged to act as an independent contractor and not as agent or employee of BPLD. The service provider shall not represent or otherwise hold itself to be an agent or employee of the BPLD.

## **XII. DISPUTE RESOLUTION**

- a) Should any dispute and court suit related to the Agreement and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City and in case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City to the exclusion of all other courts.
- b) The failure of either party to enforce its rights under this contract at any time for any period shall not be construed as a waiver of such rights. If any part, term, or provision of this contract is held to be illegal or unenforceable, neither party shall assign or transfer all or any part of its rights under this contract without the consent of the other party.

## **XIII. AMENDMENT**

This contract may not be altered, amended or substituted by another through act of tolerance or verbal agreement of any party thereto or its representative. Any alteration, amendment or substitution may only be valid if made in writing and duly signed by either contracting parties or their duly authorized representatives. This contract constitutes the entire understanding between the parties relating to the subject matter hereof unless any representation or warranty made about this contract was made fraudulently and, save as may be expressly referred to or referred herein, supersedes all prior representations, writings, negotiations, or understandings with respect hereto.

## **XIV. PENALTIES FOR BREACH OF CONTRACT**

In case of violation by the service provider of any of the terms and conditions of this contract, the BPLD shall be entitled to any or all of the following:

- a) To rescind the contract;
- b) To cause the forfeiture of the performance security as provided under item 9;
- c) To receive damages and penalties;
- d) Avail, upon such terms and in such manner as may be appropriate, services similar to those not performed and hold the service provider liable for any excess costs for said services;
- e) In case of delay in the services, payment of liquidated damages an amount equal to one-tenth (1/10) of one per cent (1%) of the cost of the delayed services, for every day of delay.

## **XV. CANCELLATION OR TERMINATION OF CONTRACT**

The guidelines contained in RA 9184 and its revised IRR shall be followed in the termination of any service contract. In the event that the Quezon City Government terminates the contract due to default, insolvency, or for cause, it may enter into a negotiated procurement pursuant to RA 9184 and its IRR.

## **XVI. SEVERABILITY**

If any provision of this contract is held by competent judicial authority to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the other provisions shall be unaffected.

Approved by:

A handwritten signature in black ink, appearing to read 'M. Mejia', with a long, sweeping horizontal stroke extending to the right.

**MA MARGARITA S. MEJIA, DPA**  
City Government Department Head III  
Business Permits and Licensing Department