



BUSINESS AFFAIRS OFFICE
Office of the Vice Chancellor for Community Affairs
University of the Philippines Los Baños

24 October 2018

ANNOUNCEMENT
Lease of Available Commercial Space
at Student Union Building

The University of the Philippines Los Baños is inviting interested parties to submit bids for the following under Bid No. UPLBBAO-LS-10-03-18.

Item	End-User
Lease of Convenience Store Space	UPLB

All bids are subject to the terms and conditions of these instructions as well as to the Terms of Reference to be provided to interested bidders. Late bids will not be accepted.

INSTRUCTION TO BIDDERS

- Schedule of Activities:
 - Issuance of bid documents : starts on October 25, 2018
 - Pre-Bid Conference : Nov. 12, 2018/2:00 pm at Business Affairs Office
 - Submission of Intent and other Pre-requirements : October 25 to Nov. 18, 2018 at Business Affairs Office
 - Submission and opening of bids : November 19, 2018/ 2:00 pm
- Reputable and bona fide bidders should secure bid documents/requirements from the Business Affairs Office or forms may be downloaded from the UPLB website (<http://www.uplb.edu.ph>).
- During the pre-bid conference (November 12, 2018), interested bidders shall submit a copy of DTI/SEC Registration, Mayor's Permit, Letter of Intent and Business Proposal with Company Background/Profile and List of Goods/Products to sell with prices to Business Affairs Office (BAO).
- The bid must be legibly written in the prescribed Bidder's Form. All erasures shall be countersigned.
- The Bid Form must be fully accomplished.
- In case of discrepancy between amount in figures and amount in words, the latter will prevail.

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7. The bidder or his duly authorized representative must sign **all pages** of the bid documents. Affix the complete signature, not initials, on all pages.
8. The envelopes should be sealed and addressed to the Director, Business Affairs Office, UP Los Baños with the following information indicated on the envelope:
 1. Title of the bid
 2. Date of opening
 3. Name of business organization
9. A bidder may opt to submit their bid envelope before the bid opening at the Business Affairs Office provided that envelopes are sealed and signed across the envelope flaps. The envelopes shall be stamped RECEIVED by the BAO indicating date and time submitted and name of company representative who submitted the bid document.
10. Bids shall be accepted by the BAO only at the designated date, time and place, provided they are sealed and signed by the bidder or authorized representative across the envelope flaps.

SPECIAL PROVISIONS

1. The issuance of the prescribed bidding form mentioned herein shall not be construed as full and final recognition of the bidder's competence, nor shall any previous recognition of competence be necessarily accepted without question for this particular bidding. The University of the Philippines Los Baños reserves the right to review the competence and qualification of the bidders any time before the award of contract by further verification of the bidders' pre-qualification documents, or by any other satisfactory means. The competence of a bidder shall include adequate preparation of the bid documents, financial ability to undertake proper and efficient performance of the services.
2. The bidder can only withdraw his bid before any of the bids has been opened.
3. UPLB reserves the right to reject any or all bids, and accept an offer as may be considered most advantageous to the University.
4. Failure of the bidder to comply with the terms and conditions stipulated in the bidding shall be a ground for disqualification.

Important Reminder:

Interested bidders should not have any **liability** from the University. Furthermore, he/she should not be a spouse of a University employee.

For further inquiries, please email at bao@uplb.edu.ph; bao.uplb@up.edu.ph, call **(049) 536-2314** or visit the Business Affairs Office at Obdulia F. Sison Hall (formerly Continuing Education Center), Jose B. Juliano St., University of the Philippines Los Baños, College, Laguna.

Bids shall be submitted, sealed and signed by the bidder at the Business Affairs Office on the designated bidding date or any re-scheduling thereof.

CRITERIA FOR EVALUATION

1. Completeness and compliance/conformity of the submitted bid documents
2. Responsiveness of bids to
 - a. the bid offer;
 - b. quality, sufficiency and necessity of product/service being offered;
 - c. background, past performance and number of years of experience of the bidder in similar endeavor.

The University reserves the right to make the appropriate determination of preference among bids as may best suit its purpose.

SUMMARY OF PAYABLES BY BIDDERS

Winning Bidder

- a. Security Deposit (Bid Amount x 3 months' rental)
- b. Advance Rental equivalent to One Month Rental
- c. Utilities Bond Deposit (UPMO) – P10,000.00

INQUIRIES

All other inquiries may be taken up at the Pre-Bid Conference scheduled above.

CESAR B. QUICOY
Director, BAO

BUSINESS AFFAIRS OFFICE

TERMS AND CONDITIONS

Lease of Convenience Store Space
Student Union (SU) Building

1. Floor Price: Php48,000.00
2. Area, location and transaction type

LOCATION	AREA	TRANSACTION TYPE
STUDENT UNION (SU) BUILDING (MOLAWIN HALL)	120 sq.m.	Building Shell

3. LESSEE agrees that the leased premises shall be used and occupied solely as:

CONVENIENCE STORE

under the sole management of LESSEE. Further, LESSEE shall use the premises subject hereof so far only as the same may be needed and incidental to LESSEE's principal purpose/business and not for any other purpose;

4. LESSEE shall not assign, transfer or convey any of his rights under the Contract, or sublease the leased premises in whole or in part, or permit the same to be used by a third party without prior written consent of LESSOR.
5. The effectivity of the Lease Contract shall be **5 working days after the awarding**. Failure to process the necessary documents/requirements within **2 weeks** after the contract is awarded shall invalidate the award and shall give the right to LESSOR to award the contract to the next highest bidder or conduct rebidding.
6. The LESSEE shall pay the LESSOR without need of demand a minimum monthly rental of **PLEASE INDICATE BID AMOUNT (Php _____)** on or before the 25th day of the current month. After the first year, the monthly rental shall be subject to an increase of 5% on the existing rental rate until the contract expires.
7. The Lease Contract shall be for a period of **THREE (3) YEARS**. The Lease Contract shall be effective from **December 1, 2018 until November 30, 2021**, after which the space will be subjected to bidding (as per Sec. 533 of the General Accounting and Auditing Manual).

8. Payment shall be made at the UPLB Cashier's Office where LESSEE shall be issued an Official Receipt and shall furnish a copy to the Business Affairs Office.
9. Five days after the Lease Contract has been awarded, LESSEE shall pay in advance to the UPLB Cashier's Office **ONE HUNDRED THOUSAND PESOS (Php100,000.00) as BOND DEPOSIT** and a **SECURITY DEPOSIT** equivalent to three (3) months' rentals as a guarantee to secure the faithful compliance by LESSEE of all the covenants and conditions of the Contract and to answer for damages and other monetary liabilities or obligations of the LESSEE under the Contract.
10. The security and bond deposit shall be forfeited in favor of LESSOR in case the Contract is revoked due to violation of any of the stipulations in the Contract or in case the LESSEE pre-terminate the Contract of Lease prior to the agreed expiration date for whatever cause or reason, unless, sixty (60) days prior written notice is served to LESSOR through the Business Affairs Office. Further, any debt or obligation owed by LESSEE to LESSOR in excess of the security deposit at the time of the expiration or pre-termination of the Contract shall constitute a lien on the personal properties of the LESSEE found on the leased area.
11. Failure of the LESSEE to pay the monthly rental within the time prescribed, a surcharge of ten percent (10%) per month shall be imposed on the unpaid rental until fully paid.
12. The Lease Contract will automatically be terminated in case LESSEE fails to pay the monthly rental for TWO (2) consecutive months.
13. The LESSEE shall arrange with the University Planning and Management Office (UPMO) for the installation of appropriate meters for electricity and/or water. LESSEE shall provide his own electric and/or water sub-meters. LESSEE shall pay a **BOND DEPOSIT** amounting to **TEN THOUSAND PESOS (P10,000.00)** as security for non-payment of utilities to UPMO. For two months non-payment of either water or electricity, UPLB shall cut-off supply two days from LESSEE's receipt of notice from UPLB. Non-payment of garbage collection fee for two months shall not disrupt the service but shall terminate the contract seven (7) days from receipt of notice of non-payment by the LESSEE from UPLB.
14. The LESSEE, at LESSEE's own expense shall be allowed to make alterations, additions or improvements in or upon the leased premises consistent with the LESSEE's needs, provided that LESSOR's prior written consent thereon is secured through the Business Affairs Office (BAO).

Any such alterations, additions or improvements of a fixed nature shall, at the expiration or pre-termination of the lease, become the property of the LESSOR without obligation to reimburse the LESSEE for the latter's expenses; however, the LESSOR may choose to require the LESSEE to restore the premises to its original condition without defacing or altering the subject premises, also at the LESSEE's expense.
15. All repairs of the Leased Property necessary to preserve and maintain it in good, serviceable and fit condition during the effectivity of the Contract shall be for the sole account of the LESSEE.

16. Upon the expiration or pre-termination of Contract, the LESSEE shall, within a period of **15 days** remove any movable property or improvement introduced in the leased premises without causing damage thereto. Provided that, the LESSEE has no outstanding obligation to the University.
17. The LESSEE shall not affix, inscribe or paint any notice, sign or other advertising medium outside the leased area or any part of the building, except upon written permission from the LESSOR (through the Business Affairs Office) and of such size, style and content as the LESSOR may determine, conforming with such rules and regulations as the LESSOR may, from time to time, prescribe.
18. The LESSEE shall allow the LESSOR, through its duly authorized agent(s) and representative(s), to inspect at any time deliveries or stock withdrawals to and from the leased premises, which shall be covered by delivery receipts and gate passes.
19. The LESSEE shall provide segregated waste cans in the leased premises and be responsible for the cleanliness and maintenance of the leased area at all times during the period covered by the contract in a manner compatible with its surrounding academic environment; LESSEE should also keep its lights open at all times at night when in operation.
20. The LESSEE shall control its personnel, unless on official business from loitering around other offices within campus. Further, the LESSEE shall not allow any activities that will cause disturbance or nuisance to the surrounding areas; Provided further, that no employee sleeping quarters shall be installed/set up within the leased premises.
21. The LESSEE shall ensure its employees are in good physical health and are free from communicable diseases which can be transmitted to its customers. All employees of the LESSEE shall secure medical fitness certificates from the University Health Service. The medical certificates with the corresponding photo shall be submitted to the Business Affairs Office; Furthermore, the LESSEE, its employees should wear the attire proposed by the LESSEE and approved by BAO and should observe proper hygiene at all times.

Food business: uniform, ID, hairnet, closed shoes
Non-food business: uniform, ID, closed shoes

22. The LESSEE shall desist from cooking, reheating and performing other food preparations involving the use of charcoal and LPG. Furthermore, any cooking activity that will result in excessive smoke or smell shall not be allowed. Use of electric equipment not using flame, such as electric stoves, oven toasters and microwave ovens, may be allowed, upon prior written permission of LESSOR, provided electric meters are installed for proper billing of utilities.
23. The LESSEE shall pay for any loss or destruction caused on the leased premises resulting from the fault or negligence of the LESSEE or any person under LESSEE's control or supervision, but the LESSOR shall not be held liable for any damage that the LESSEE may incur resulting from business operations.
24. The LESSEE shall pay for the use of common service facilities (e.g. telephone, fax services, security services) at their prevailing usage rates, which shall be computed

on the basis of the formula prescribed by the LESSOR for non-UP users, in the absence of appropriate meters.

25. The LESSEE shall be responsible for the security of the leased premises and its equipment, holding the LESSOR free from all responsibility thereon. Likewise, the LESSEE shall, at LESSEE'S own expense provide two (2) units fire extinguisher to be kept in the leased area.
26. The LESSEE shall not allow the storage of any hazardous, inflammable, or illegal materials and such other materials prohibited in the premises by the LESSOR.
27. The LESSEE shall not sell articles as LESSOR may, by written notice, prohibit/restrict LESSEE from dispensing from time to time.
28. The LESSEE shall obey University regulations, particularly those involving the use of University premises, which shall be observed and enforced within the leased premises at all times.
29. The LESSEE shall allow the LESSOR, through its duly authorized agent(s) and representative(s), to inspect any time the leased premises.
30. The LESSEE shall pay for all taxes, licenses, and fees imposed by and payable to the government in connection with the operation of LESSEE's business, which shall not be deducted from or applied to the rental due to the LESSOR.
31. The LESSEE shall furnish the BAO with a copy of the official receipt for the payment of LESSEE's monthly rental, within five (5) days after due date, for recording and monitoring purposes.
32. The LESSEE shall signify intention to offer a **bid no later than six (6) months** prior to its expiration, but the LESSOR reserves the right to accept or reject it or to deal with the premises in any other manner it deems fit.
33. The LESSEE shall peacefully vacate and surrender to the LESSOR possession of the premises upon the expiration and non-renewal, or pre-termination as provided in the contract. In this regard, the LESSEE hereby unconditionally and irrevocably designates the LESSOR, its agents and employees, as his Attorney/s-in-Fact, with full authority to enter into and take possession of the premises, together with all properties therein, for and on behalf of the LESSEE, without need of court appointment for such purpose, applying the LESSEE's properties in payment of any outstanding obligation to LESSOR he may still have, waiving at the same time any objection to any action which the LESSOR may take thereon and to the leased premises, including padlocking it and/or offering it for lease to other parties. The LESSEE hereby confesses that he has no further cause of action against the LESSOR, its agents and employees by reason of any action taken in this regard, and hereby forever waives any such right of action, should there be any.
34. The LESSEE shall be liable for Liquidated Damages to the LESSOR in an amount TWICE the rental rate of the leased premises provided in the contract, for every month or fraction thereof that the LESSEE fails to vacate and surrender the premises to the LESSOR upon the expiration or termination of lease.

35. The LESSEE shall hold LESSOR free and harmless from liability to any party. LESSOR is not liable for any damage suffered by third parties due to the operation of business of the LESSEE.

36. The LESSEE shall be charge of storage fee in case LESSEE fails to retrieve his properties and/or sell the same for payment of storage fee. The remainder of the proceeds of the sale after deducting the amount of storage fee shall be given to LESSEE.

DATE OF BIDDING: **November 19, 2018 (Monday) / 2:00 pm**

FOR CLARIFICATIONS/INQUIRIES: Landline No. (049) 536-2314

Bid forms are available at the Business Affairs Office or print above form. Indicate your bid and submit on or before **November 19, 2018 (Monday), 2:00 pm** at the Business Affairs Office (BAO)

Checklist of pre-qualification requirements submitted:

1. Letter of Intent addressed to the Director of Business Affairs Office
2. DTI Registration/SEC Registration
3. Mayor's Permit
4. Information on existing business
5. List of goods/products to sell with prices indicated

Note: Non-submission or incomplete submission of the above requirements will mean disqualification.

Please print the Terms and Conditions and sign each page together with the Bid Form.