



**BUSINESS AFFAIRS OFFICE
UNIVERSITY OF THE PHILIPPINES LOS BAÑOS**

**ANNOUNCEMENT
Lease of Bowling Facility
(Student Union (SU) Building)**

The University of the Philippines Los Baños is inviting interested entrepreneurs to bid for a Bowling Facility at Student Union Building. (*please see attached layout*)

Bidding No. **UPLBBAO-LS-01-02-17**.

Item	End-User
Lease of a Bowling Facility	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 January 11, 2016
 - Submission and Pre-bid Conference : January 18, 2016 / 2:00 pm
 - Submission and opening of bids : January 23, 2016 / 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://uplb.edu.ph>)
- During the pre-bid conference (January 18, 2016), interested bidders shall submit a copy of DTI/SEC Registration, Mayor's Permit and Company Background showing past/present bowling/recreational projects.
- 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.
- 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 Business Affairs Office (BAO), with the following information indicated on the envelope:
 - a) Title of the bid
 - b) Date of opening
 - c) 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.

5. For further inquiries, please email at bao.uplb@up.edu.ph or visit the Business Affairs Office (BAO), Obdulia F. Sison Hall (formerly Continuing Education Center), Jose B. Juliano St., UP 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 purposes.

SUMMARY OF PAYABLES BY BIDDERS

Winning Bidder

- a. Security Deposit (Bid Amount x 3 months' rental)
- b. Advance Rental equivalent to One Month's Rental (Bid Amount Inclusive of 12% VAT)
- c. Utilities Bond Deposit (PPMSO) – P15,000.00

INQUIRIES

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

(sgd.)
CESAR B. QUICOY
Director, BAO

BUSINESS AFFAIRS OFFICE

TERMS AND CONDITIONS

Lease of Bowling Facility
Student Union (SU) Building

1. **Floor price: P10,000.00**

2. Area and location

LOCATION	AREA
STUDENT UNION (SU) BUILDING – Basement Level	274.36 sq.m.

This Contract of Lease shall only cover the following areas thereat:

- a) Equipment area with Six (6) Automatic Duckpin Pinsetter Machines covering an area of 26.16 sq.m.
 - b) Bowling lanes/alleys with total area of 235 sq.m.
 - c) Food and Beverage area and Display System covering an area of 13.2 sq.m.
3. LESSEE agrees that the leased premises shall be used and occupied solely as:

**AUTOMATED BOWLING FACILITY with FOOD
AND BEVERAGE AREA**

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 this 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. Five days after the Lease Contract has been awarded, LESSEE shall pay a security deposit equivalent to three months rental as a guarantee to secure the faithful compliance of LESSEE of all covenants and conditions of this Contract and to answer for damages and other monetary liabilities or obligations of LESSEE under this Contract. Further, the said security 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 LESSEE pre-terminate this Contract of Lease prior to the agreed expiration date for whatever cause or reason, unless, 60 days prior notice is served to LESSOR through the Business Affairs Office.
6. In addition to the security deposit, LESSEE shall pay advance rental equivalent to one (1) month rental upon signing the contract. LESSEE to advance also VAT due thereon.
7. The LESSEE shall pay the LESSOR without need of demand a minimum monthly rental of PLEASE INDICATE BID PRICE (P _____) on or before the 25th of the current month. Upon failure of LESSEE to pay the monthly rental within the period prescribed, there shall be a surcharge of ten percent (10%) per month on the unpaid rental.
8. Payment shall be remitted at the UPLB Cashier's Office where LESSEE shall be issued with an Official Receipt and shall furnish a copy to the Business Affairs Office.
9. There shall be a minimum of 5% increase per annum on the monthly rental on the leased premises.
10. The Lease Contract shall be for a period of **THREE (3) YEARS**. Should the LESSEE opt not to operate during the school break (June and July; December and January), a formal letter request must be submitted 30 days before the scheduled break to the Business Affairs Office for approval of the Director.

On the second year, the monthly rental shall be subject to an increase of 5% on the existing rental rate until the contract expires. The Lease Contract shall be effective from **February 1, 2017** until **January 31, 2020**, after which the space will be subjected to bidding (*as per Sec. 533 of the General Accounting and Auditing Manual*).

11. The affectivity of the Lease Contract shall be **5 working days after the awarding**, failure to process the necessary documents/requirements within **2 weeks** shall invalidate the award and shall give the right to LESSOR to award the contract to the next highest bidder or conduct rebidding.
12. The Lease Contract will automatically be terminated in case LESSEE fails to pay the monthly rental for TWO (2) consecutive months or failure to conduct full business operations, without accountable reason, for any continuous period of fifteen (15) days or more during the term of lease.

13. The LESSEE shall operate an automated bowling facility with food and beverage area in the leased premises that would cater with priority to the UPLB students, faculty and staff.
14. The LESSEE shall maintain at all times the automated bowling alley with Six (6) Automatic Duckpin Pinsetter Machines;
15. The LESSEE shall provide the following equipment to upgrade the player's concourse area:
 - i. Six (6) Sofa Seats for Player's Concourse Area
 - ii. Three (3) Scorer's Table
 - iii. Tarpaulin Graphics for Masking Unit
 - iv. Diner's Seating and Counter Area
 - v. Two (2) Industrial Stand Fans
 - vi. Sound System with 32 inches LCD TV
 - vii. 3 ceiling fans
16. The LESSEE shall furnish the kitchen and food and beverage area, the former following the regulations of the University as far as food preparation is concerned; Furthermore, LESSEE shall provide and serve reasonably priced and hygienically prepared food of good quality to students and employees at all times;
17. 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
18. The LESSEE shall be allowed to make alterations, additions or improvements in or upon the leased premises consistent with its needs, provided that LESSOR's prior written consent thereon is secured through the Business Affairs Office.

Any such alterations, additions or improvements of a fixed nature shall, at the expiration or pre-termination of this 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
19. The LESSEE shall not affix, inscribe or paint any notice, sign or other advertising medium outside the leased area or in any part of the FACILITY without prior written permission from the LESSOR, through the UPLB-BAO (Business Affairs Office), and only of such size and style as the LESSOR may authorize in conformity with such rules and regulations as the LESSOR may, from time to time, prescribe.
20. The LESSEE shall pay for any loss or destruction caused on the property of the LESSOR resulting from fault or negligence of the LESSEE or any person under his

control or supervision. The LESSOR shall not be held liable for any damage that the LESSEE may incur in his business.

21. The LESSEE shall operate for a minimum of eight (8) hours daily (from 1:00 p.m. to 9:00 p.m.), Monday to Sunday except during holidays;

Prioritize scheduling on the academic and leisure requirements of UPLB constituents, with price per game being set, unless otherwise prescribed/allowed by UPLB, as follows:

1.	UPLB Students	-	Php 15.00
2.	UPLB Employees	-	Php 20.00
3.	Others	-	Php 25.00

22. The LESSEE shall hire needed personnel; Provided, that operator shall provide one (1) knowledgeable technician on site at all times that the automated bowling facility is operating;

23. The LESSEE shall undertake necessary maintenance procedures, at its own expense, for the smooth operation of the bowling facility;

24. The LESSEE shall be responsible for the contingency provisions in the event of storm, power interruption, work stoppage or other foreseeable occurrence affecting the operation of the automated bowling facility;

25. The LESSEE shall pay for his use of utilities (i.e., water, electricity, garbage collection) and common service facilities (e.g., telephone, fax services) at their prevailing usage rates, computed based on LESSOR's prescribed rate for non-UP users (in the absence of appropriate meters);

26. The LESSEE shall not store any kind of explosive or inflammable substances within the leased premises.

27. The LESSEE shall provide adequate security on the leased premises as he may reasonably need, hereby unconditionally releasing the LESSOR, its agents and employees from any liability whatsoever for any damage, injury or loss therein; Likewise, the LESSEE shall, at LESSEE's own expense provide two(2) units of fire extinguisher to be kept in the leased area.

28. The LESSEE shall provide adequate ventilation and lighting in the premises, electrical fixtures in good order at all times, all at his expense.

29. The LESSEE shall keep the premises clean at all times, provide segregated waste cans therein, and shall not allow any activity that will cause disturbance or be a nuisance to the surrounding area.

30. The LESSEE shall arrange with the Physical Plant Maintenance and Service Office (PPMSO) for the installation of appropriate meters for electricity. LESSEE shall provide his own electric meter. Furthermore, LESSEE shall pay a **BOND DEPOSIT** amounting to **FIFTEEN THOUSAND PESOS (P 15,000.00)** to PPMSO.

31. The LESSEE shall observe all applicable policies, rules and regulations of the University.
32. The University shall not be responsible for any loss or damage to the equipment, furniture and supplies in the leased premises;
33. The LESSEE shall allow the LESSOR, through its duly authorized agent(s) and representative(s), to inspect any time the leased premises;
34. The LESSEE shall pay all his taxes in full and on time, furnishing LESSOR annually with his current tax clearance from Bureau of Internal Revenue together with copies of latest income and business tax returns, duly stamped as received by the bureau and validated with the tax payments made thereon.
35. 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 herein, of this lease. 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.
36. The LESSEE shall be liable for Liquidated Damages to the LESSOR in an amount TWICE the rental rate of the leased premises provided for herein, for every month or fraction that the LESSEE fails to vacate and surrender the premises to the LESSOR upon the expiration or termination of lease.

DATE OF BIDDING: **January 23, 2017 (Monday) at 2 pm**

FOR CLARIFICATIONS/INQUIRIES: Landline No. 536-2314

Bid forms available at the Business Affairs Office or print above form. Indicate your bid and submit on or before **January 23, 2017 (Monday), 2 pm** at the Business Affairs Office (BAO).

Checklist of pre-qualification requirements submitted:

1. DTI Registration/SEC Registration
2. Mayor's Permit
3. Information on existing business

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.