

*Unit 1&2, 2<sup>nd</sup> Floor, International House Bldg, Grad Sch. Complex, Jose B. Juliano Ave., UPLB College, Laguna 4031 Philippines* | 0939 922 3110 | bao.uplb@up.edu.ph | www.uplb.edu.ph

BUSINESS AFFAIRS OFFICE

# INVITATION TO BID

## Available Space at the ALUMNI PLAZA

The University of the Philippines Los Baños is inviting interested entrepreneurs to bid for an available commercial space at the Alumni Plaza, Mariano Mondoñedo Ave., UP Los Baños, Laguna. Bidding No. **UPLBBAO-LS-2022-06-01** 

The following are the pre-qualification requirements for interested bidders:

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

#### **INSTRUCTION TO BIDDERS**

1. Schedule of Activities:

Issuance of bid documentsStarts June 15, 2022Pre-bid ConferenceJune 22, 2022 10:00am, BAOSubmission of Intent andJune 29, 2022/ 10:00 amPre-requirementsSubmission and Opening of Sealed BidsJune 30, 2022/ 2:00 pm

- 2. Reputable and bona fide bidders should secure bid documents/requirements from the Business Affairs Office or forms may be downloaded from the UPLB website (<u>https://uplb.edu.ph/main/</u>).
- 3. During the pre-bid conference (**June 29, 2022 at 10:00 am**), interested bidders shall submit a copy of DTI/SEC Registration, Mayor's Permit and Business Background/Profile.
- 4. The bid must be legibly written in the prescribed Bidder's Form. All erasures shall be countersigned.
- 5. The Bid Form must be fully accomplished.



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- 6. In case of discrepancy between amount in figures and amount in words, the latter will prevail.
- 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 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. 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 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.



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#### **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 <u>bao.uplb@up.edu.ph</u> or visit the Business Affairs Office at Unit 1, 2<sup>nd</sup> Floor International House Building, Graduate School Complex, Jose B. Juliano Avenue, UP Los Baños, Laguna.

Deadline of submission and opening of sealed bids: **June 30, 2022, 2:00pm** at the Business Affairs Office (BAO), complete with the signature of the bidder.

AMPARO

Director, BAO



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## **TERMS AND CONDITIONS**

## ALUMNI PLAZA CAFE

#### FLOOR PRICE: Php 14,000.00

- a. The area: 70 sq.m.
- b. LESSEE agrees that the leased premises shall be used and occupied solely as a space to operate a café that would provide healthy meals; offer the café as a venue for possible student internship or student assistantship; collaborate with various student organizations and university units in research, seminars and workshops about health and wellness including outreach programs (Please specify on a separate sheet of paper the food and beverage items intended for sale and estimated prices. These will be considered in the evaluation of bids) and shall be used exclusively for the purpose of serving food and beverage to guests, students, and employees 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 its principal purpose/business and not for any other purpose.
- c. LESSEE shall not assign, transfer, or convey any of his/her 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.
- d. Ten days after the Lease Contract has been awarded, LESSEE shall pay a security deposit equivalent to three (3) 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-terminates this Contract of Lease prior to the agreed expiration date for whatever cause or reason, unless, 30 days prior notice is served to LESSOR through the Business Affairs Office.
- e. In addition to the security deposit, LESSEE shall pay advance rental equivalent to one (1) month's rental upon signing the contract.
- f. The LESSEE shall pay LESSOR without need of demand, a minimum monthly rental of <u>PLEASE INDICATE BID PRICE (P</u>\_\_\_\_\_) on or before the



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25<sup>th</sup> day 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.

- g. 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.
- h. There shall be a minimum 5% increase per annum on the monthly rental on the leased premises.
- i. The LESSEE shall pay all his taxes in full and on time, furnishing LESSOR annually with 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.
- j. The Lease Contract shall be for a period of **THREE (3) YEARS**. Should the LESSEE opt not to operate during the semestral break, a formal letter request must be submitted to the Business Affairs Office for approval of the director.

In the second year, the monthly rental shall be subject to an increase of 5% on the existing rental rate until the contract expires, after which the space will be subjected to bidding.

- k. The LESSEE shall cover the cost of minor structural repairs which includes repair and repainting of the space<sup>1</sup> not exceeding the estimated cost of Fifty Thousand Four Hundred Thirteen Pesos and Eighty-eight centavos (P50,413.88). The LESSEE shall submit to the Business Affairs Office the official receipts of all expenses incurred for the specific repair and repainting works as detailed in the footnote. The said expenses shall be divided and deducted in their monthly rental fee for six (6) months.
- I. The LESSEE, at his/her own expense, may be allowed to make additional alterations, additions, or improvements in or upon the leased premises consistent to its needs, upon prior written consent from LESSOR 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,

<sup>&</sup>lt;sup>1</sup>this includes clearing of concrete gutter, waterproofing works (roof), painting of the roof, installation of water meter, replacement of faucet, installation of electrical line and electric meter UPLBBAO STL Bidding 2022



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however, the UPLB 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 expenses.

- m. 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.
- n. All utilities and services furnished to the premises for the term of this lease, including electricity, water and garbage whichever is applicable, shall be on the account of LESSEE, the total cost shall be exclusive in the monthly rental and shall be paid separately by LESSEE within five (5) days after receipt of the collection bill. Furthermore, all taxes, licenses, and fees imposed by and payable to the government in connection with the operation of business shall be on the account of LESSEE and shall not be deducted or applied to the rental due to LESSOR.
- o. LESSEE shall arrange with the University Planning and Maintenance Office (UPMO) for the installation of meters for electricity and/or water. LESSEE shall provide his own electric and/or water meter. Furthermore, LESSEE shall pay a **BOND DEPOSIT** amounting to **FÍVE THOUSAND PESOS (P 5,000.00)** to UPMO.
- p. LESSEE shall ensure that its employees and food handlers are in good physical health and are free from communicable diseases that can be transmitted to customers. All food handlers of the LESSEE shall secure the following and submitted to the Business Affairs Office:
  - i. medical fitness certificates from the University Health Service
  - ii. completion of the Food Safety Training conducted by BAO
  - iii. vaccination cards and corresponding photos

Furthermore, the LESSEE, its employees/food handlers should wear the attire proposed by the LESSEE and approved by the Business Affairs Office (uniform, ID, hairnet, closed shoes) and should always observe proper hygiene.

q. The LESSEE shall keep the premises always clean and shall not allow any activity that will cause disturbance or be a nuisance to the surrounding area.



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- r. The LESSEE shall be responsible for securing LESSEE's equipment in the leased premises, holding the LESSOR free from all responsibility thereon.
- s. The LESSEE shall provide the LESSOR a copy of the keys to the main door lock for safety and security. The said keys will be stored in a security box and will only be used for emergency purposes.
- t. 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 and the LESSOR shall not be held liable for any damage that the LESSEE may incur in his business.
- u. The LESSEE shall allow the LESSOR, through its duly authorized agent(s) and representative(s), to inspect at any time the leased premises.
- v. The LESSEE shall have at least one (1) unit of fire extinguisher within the leased premises, readily available at all times.
- w. The LESSEE shall not sell liquor, alcoholic beverages, cigarettes, and other prohibited/restricted substances.
- x. The LESSEE shall not store any hazardous, inflammable, or illegal materials and such other materials as may from time to time be prohibited in the premises by the LESSOR.
- y. The LESSEE shall obey and observe all applicable policies, rules, and regulations of the University.
- z. The effectivity of the Lease Contract shall be 10 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 higher bidder or conduct rebidding.
- aa. 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 acceptable reason, for any continuous period of fifteen (15) days or more during the term of the lease.
- bb. The LESSEE shall 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



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possession of the premises, together with all properties therein, 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.

DATE OF BIDDING: \_\_\_\_\_

FOR CLARIFICATIONS/INQUIRIES: <u>bao.uplb@up.edu.ph</u>; Mobile Number 09992211491

Bid forms available at the Business Affairs Office or print this form. Indicate your bid and submit on or before \_\_\_\_\_\_ at the Business Affairs Office (BAO).



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## Bid Form for Lease of UPLB Alumni Cafe

Name of Bidder:

(Signature over printed name)

Name of Business/Address:

Contact Number(s):

Checklist of pre-qualification requirements submitted:

- a. DTI Registration/SEC Registration
- b. Mayor's Permit
- c. Information on existing Business
- Note: Non-submission or incomplete submission of the above requirements will mean disqualification.

Minimum Monthly Rental Fee of P 14,000.00 (as rental for space)

Total Bid Price in figures: \_\_\_\_\_\_ Total Bid Price in words: \_\_\_\_\_\_

(USE OF A DIFFERENT FORM OTHER THAN THIS WILL BE A GROUND FOR DISQUALIFICATION)



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## Layout

UPLB Alumni Plaza - Cafe



