



OFFICE OF THE VICE CHANCELLOR FOR ADMINISTRATION
UNIVERSITY OF THE PHILIPPINES LOS BAÑOS

Unit 1&2, 2nd 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 BIOSCI (IBS WING C)

The University of the Philippines Los Baños is inviting interested entrepreneurs to bid for an available commercial space (food kiosk) at the Los Baños, Laguna. Bidding No. **UPLBBAO-LS-2022-08-3**

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

- i. Letter of Intent
- ii. DTI Registration/SEC Registration/BIR Certificate of Registration (COR)
- iii. Mayor's Permit
- iv. Information on existing food Business
- v. Full menu including prices with pictures.
- vi. Food Safety Training/Seminar Certificate
- vii. NBI Clearance
- viii. Government ID (with picture and signature) (i.e. Passport, Driver's License, UMID, etc.)

INSTRUCTION TO BIDDERS

1. Schedule of Activities:

Issuance of bid documents	Starts August 5, 2022
Pre-bid Conference	August 12, 2022, 10:00 am, BAO
Submission of Intent and Pre-requirements	August 19, 2022 10:00 am
Submission of Requirements and Evaluation Forms	August 26, 2022 10:00 am
Evaluation Schedule	To be Scheduled by UPLB BAO.

2. Reputable and bona fide bidders should secure bid documents/requirements from the Business Affairs Office (BAO) or forms may be downloaded from the UPLB website (<https://uplb.edu.ph/main/>).
3. During the pre-bid conference (**August 12, 2022 at 10:00pm**), interested bidders shall submit a copy of **DTI/SEC Registration/BIR COR, Mayor's Permit and Business Background/Profile**.



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4. The Bid and Evaluation Form must be fully accomplished and must be legibly written. All erasures shall be countersigned.
5. The bidder or their duly authorized representative must sign all pages of the bid documents. Affix the complete signature, not initials, on all pages.
6. The floor prize is at *PhP 400.00 per square meter per month*.
7. The bidder must provide **fifteen (15)** copies of fully accomplished bid form for the "evaluators" to assess the food presented based on the criteria.
8. The selection criteria are as follows:
 - i. Nutritional value and quality of food (need to make sure that the quality of the food that will be served during the actual canteen operation will be the same as that of the taste test) (40%)
 - ii. Biggest discount or promo that can be given to students, staff, and faculty such as but not limited to unlimited rice, soup, coffee, etc. (30%)
 - iii. Compliance to cleanliness and food safety standards (30%)
9. The bidder shall provide 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.
10. The bidders are required to attend for the announcement of the winning bidder.
11. To ensure fairness and equity, the bidder could only have a maximum of two (2) canteen/food kiosk contracts with UPLB. In cases, where the bidder got the top score in more than 2 areas, the said bidder will be given an option to choose the two (2) canteen/food kiosks area. The second top bidder will be then awarded the contract.
12. In cases of tie, toss coins will be used in front of the two bidders with the same scores. The winning bidder during the toss coin will be awarded the contract.
13. The winning bidder may request a change in their menu or price within the contract period, subject to the evaluation and approval of the BAO.



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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 (UPLB) 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 their bid before the announcement of the winning bidder scheduled by the UPLB BAO.
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, s/he should not be a spouse of a university employee.

For further inquiries please email at bae.uplb@up.edu.ph or visit the Business Affairs Office at Unit 1, 2nd Floor International House Building, Graduate School Complex, Jose B. Juliano Avenue, UP Los Baños, Laguna.

Deadline of submission of requirements and evaluation forms: **August 26, 2022, 10:00am** at the Business Affairs Office (BAO), complete with the signature of the bidder.

JENNIFER MARIE S. AMPARO

Director, BAO



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TERMS AND CONDITIONS

FOOD KIOSK

RENTAL RATE: Php 1,500.00

- a. The area: **3.75 sq.m.**
- b. LESSEE agrees that the leased premises shall be used and occupied solely as a space to operate as a food kiosk that would provide healthy meals; (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 their 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. 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, and the LESSEE shall have at least **one (1) unit of medium to heavy fire extinguisher** within the leased premises, readily available at all times

- e. Ten (10) 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. a. Further, the said security deposit shall be forfeited in favor of LESSOR in the following instances: if the Contract is revoked due to violation of any of the stipulations in the Contract or if the LESSEE pre-terminates this Contract of Lease prior to the agreed expiration date for whatever cause or reason without 30 days prior notice served to the LESSOR through the Business Affairs Office.
- f. In addition to the security deposit, LESSEE shall pay advance rental equivalent to one (1) month's rental upon signing the contract.



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- g. The LESSEE shall pay LESSOR without need of demand, a monthly rental of _____ on or before the 25th 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.
- h. 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 (BAO).
- i. The LESSEE's performance will also be evaluated based on feedback from clients and monitoring inspection.
- j. The LESSEE shall pay all their taxes in full and on time, furnishing LESSOR annually with current tax clearance from Bureau of Internal Revenue (BIR) 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.
- k. The lease contract term is **12 months** or **one (1) year** renewable for a maximum of **three (3) consecutive years**. At the end of the first year, should the LESSEE agree to continue with the contract, the rental fee is subject to increase depending on the revised and updated multiplier based on the projected food traffic.
- l. Should the LESSEE opt not to operate during the semestral break, a formal letter request must be submitted to the Business Affairs Office (BAO) for approval of the director.
- m. Once the LESSEE's renewal is approved, the monthly rental shall be subject to an increase of 5% on the existing or adjusted rental rate until the contract expires, after which the space will be subjected to another renewal or bidding.
- n. The LESSEE shall cover the cost of minor structural repairs which includes repair and of the space¹ not exceeding the estimated cost of **SEVEN THOUSAND THREE HUNDRED PESOS (Php7,300.00)**, this includes. The LESSEE shall submit to the Business Affairs Office (BAO) 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.
- o. The LESSEE, at their own expense, and upon prior written consent from the LESSOR (through the Business Affairs Office), shall be allowed to make improvements in or upon the leased premises consistent to its needs, without altering the form and substance of the property leased. Such improvements may be retained in the leased premises at termination upon payment by the LESSOR to the LESSEE of the lawful value thereof. If

¹this includes installation of electric digital meter and labor cost.
UPLBBAO STL Bidding 2022



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the LESSOR refuses to pay such value, the LESSEE may remove the improvements without causing any more impairment on the leased premises than is necessary.

All improvements made without the consent of the LESSOR, at the expiration or pre-termination of the lease, become the property of the LESSOR without obligation of reimbursing 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, at the LESSEE's expense.

- p. 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.
- q. 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.
- r. LESSEE shall arrange with the University Planning and Maintenance Office (UPMO) for the installation of meters for electricity and/or water. LESSEE shall provide their own electric and/or water meter. Furthermore, LESSEE shall pay a **BOND DEPOSIT** amounting to **FIVE THOUSAND PESOS (P 5,000.00)** to UPMO.
- s. LESSEE shall ensure that their 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 (BAO):
 - i. medical fitness certificates from the University Health Service (UHS)
 - ii. completion of the Food Safety Training conducted by BAO
 - iii. vaccination cards and corresponding photos
- t. The LESSEE, its employees/food handlers shall have attended a food safety training/seminar. Certificate of the said training/seminar must be submitted to BAO. Furthermore, employees/food handlers should wear the attire proposed by the LESSEE (uniform, ID, hairnet, mask/mouth guard, closed shoes) and approved by the BAO and should observe proper hygiene at all times;



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- u. 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.
- v. The LESSEE shall be responsible for securing LESSEE's equipment in the leased premises, holding the LESSOR free from all responsibility thereon.
- w. 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.
- x. 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 their control or supervision and the LESSOR shall not be held liable for any damage that the LESSEE may incur in his business.
- y. The Lessee shall allow the LESSOR, through their duly authorized agent(s) and representatives to visit/inspect the leased premises during reasonable hours of the day to check compliance with the provisions of contract.
- z. The LESSEE shall not sell liquor, alcoholic beverages, cigarettes, and other prohibited/restricted substances.
- aa. 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.
- bb. The LESSEE shall not sell articles as LESSOR may, by written notice, prohibit/restrict LESSEE from dispensing from time to time;
- cc. The LESSEE shall obey and observe all applicable policies, rules, and regulations of the University.
- dd. 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.
- ee. The Lease Contract shall be terminated by the LESSOR upon written notice to the LESSEE and without need of any judicial action or declaration, in case the LESSEE fails to pay the monthly rental for TWO (2) consecutive months; or fails to conduct full business operations, without acceptable reason and notice to the LESSOR, for an interrupted period of more than fifteen (15) days during the term of the lease.
- ff. The LESSEE shall vacate and surrender to the LESSOR possession of the premises



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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, applying the LESSEE's properties in payment of any outstanding obligation to LESSOR they 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 they have no further cause of action against the LESSOR, their 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 SUBMISSION OF REQUIREMENTS AND EVALUATION FORMS:

AUGUST 26, 2022 10:00 AM

FOR CLARIFICATIONS/INQUIRIES: bae.uplb@up.edu.ph; Mobile Number 09399223110



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Bid Form for Lease of BIOSCI (IBS WING C)

Name of Bidder: _____
(Signature over printed name)

Name of Business/Address: _____

Contact Number(s): _____

Checklist of pre-qualification requirements submitted:

1. Letter of Intent
2. DTI Registration/SEC Registration/BIR Certificate of Registration (COR)
3. Mayor's Permit
4. Information on existing food Business
5. Full menu including prices with pictures.
6. Food Safety Training/Seminar Certificate
7. NBI Clearance
8. Government ID (with picture and signature)

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 and Evaluation Form.

Rental Fee of ₱ 1,500.00 (as rental for space)

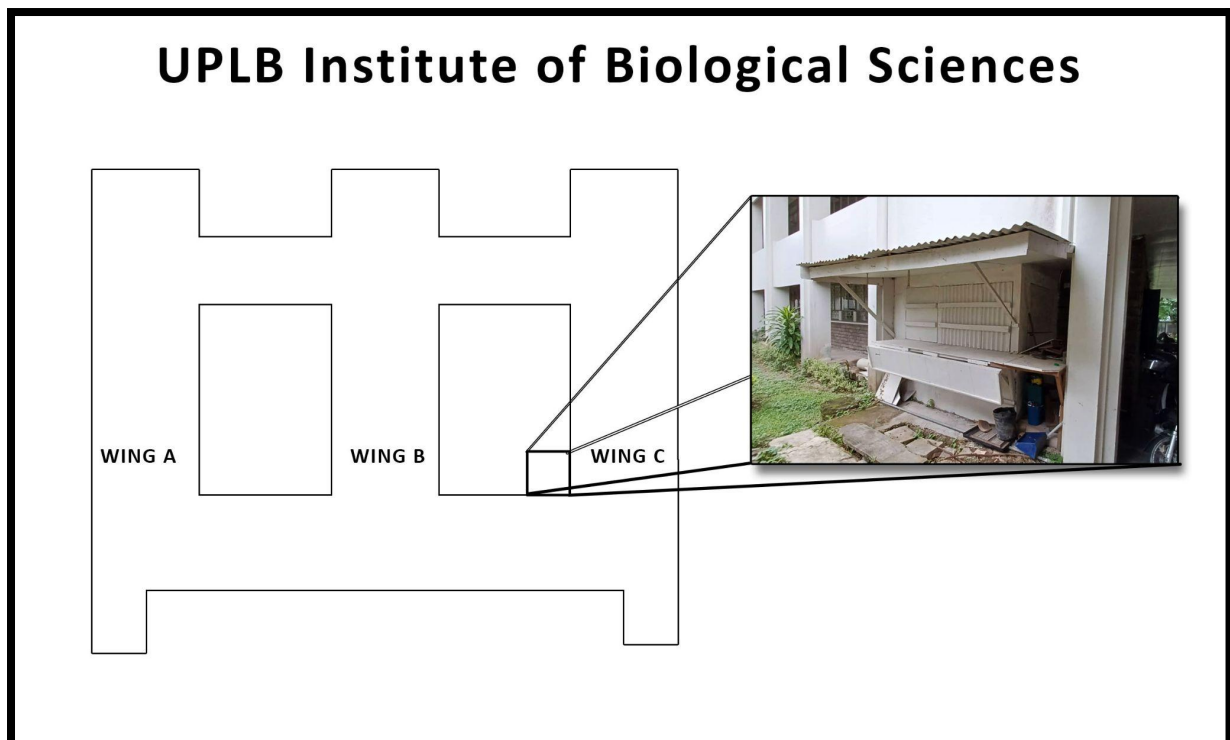


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Layout





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Evaluation Form

Name of Bidder: _____

I. NUTRITIONAL VALUE AND QUALITY OF FOOD (40%)

- *List down all the food and beverages to be offered.*



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- *List the menu for each cycle (may be weekly or monthly)(provide pictures).*

(USE A SEPARATE SHEET IF NECESSARY)

***II. BIGGEST DISCOUNT OR PROMO THAT CAN BE GIVEN TO STUDENTS,
STAFF, and FACULTY (30%) UP Meal SRP: 60.00 including add-ons***



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III. COMPLIANCE TO CLEANLINESS AND FOOD SAFETY STANDARDS (30%)

1. Quality of ingredients

- *Where do you procure/purchase your ingredients (enumerate all)?*

- *Name of purified water supplier*



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- *Picture of potability test certificate (physical, chemical, and bacteriological tests) of purified water supplier.*

2. Product Traceability

Enumerate all packaged products (e.g., burgers, hotdogs, spaghetti, palabok, etc.) and add their pictures.



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3. Time and temperature control.

Provide a plan/cycle on when to discard held/displayed items.

(USE A SEPARATE SHEET IF NECESSARY)