



Republic of the Philippines
PAMANTASAN NG LUNGSOD NG MAYNILA
(University of the City of Manila)
Intramuros, Manila



COMMITTEE ON REVENUE GENERATION (CRG)

ANNOUNCEMENT

To : **ALL INTERESTED PROPRIETOR**
From : **COMMITTEE ON REVENUE GENERATION**
Date : **24 AUGUST 2016**
Subject : **FOUR (4) FOOD STATIONS [SIX (6) FOOD STALLS PER STATION]**

The Pamantasan ng Lungsod ng Maynila, through its Committee on Revenue Generation (CRG) is inviting all interested proprietor who are willing to operate food stations and offer its services from **01 October 2016 to 30 September 2017** (1-year contract) located at the University Activity Center (UAC) Pamantasan ng Lungsod ng Maynila, Intramuros, Manila.

Interested proprietor shall submit a formal letter of Intent to be addressed to CRG Chairperson before the scheduled pre-bid conference. Please observe the timelines presented below:

ACTIVITIES	DATE	TIME
Posting/ Dissemination of TOR and Invitation to Bidders	24 August 2016	-
Pre-Bid Conference	02 September 2016	10:30 am
Deadline of Submission of SEALED Proposals and Documentary Requirements	09 September 2016	10:00 am
Evaluation of Proposals	09 September 2016	2:00 pm

Documentary Requirements:

1. Certificate of Business Name Registration at the DTI/SEC Registration
2. Mayor's Permit;
3. Tax Clearance and/or Certificate of Registration from Bureau of Internal Revenue;
4. Sanitary Permit; and
5. Information on Existing Food Business/Business Profile.

Proposals and documentary requirements shall be submitted to the:

GSO-PROCUREMENT SECTION

Room 101, Ground Floor, Gusaling Corazon Aquino
Pamantasan ng Lungsod ng Maynila
Intramuros, Manila
Telefax No.: 528-4592

A non-refundable participation fee of Five Hundred Pesos (PhP500.00) will be collected.

Thank you

(original copy signed)
MANUEL I. INSERTO
CRG Chairperson

SELECTION GUIDELINES

I. BACKGROUND AND OBJECTIVE

The *Pamantasan ng Lungsod ng Maynila* (PLM) has space for Four (4) Food Stations [*six (6) food stalls per station*] located at University Activity Center (UAC). The Food Stations caters to the needs of its students, employees, and their visitors/guest for meals and snacks.

II. SELECTION GUIDELINES

Bidders shall be subject to the determination of eligibility screening based on the requirements as set forth in the invitation to bid and agreed on the provisions specified in this guidelines and in Terms of Reference (TOR).

III. ELIGIBILITY REQUIREMENTS

A. LEGAL

1. Latest and valid Certificate of Business Name Registration at the DTI/SEC Registration
2. Latest and valid Mayor's Permit
3. Latest and valid Tax Clearance and/or Certificate of Registration from Bureau of Internal Revenue
4. **Other appropriate Documents as follows:**
 - a. Information on Existing Food Business/Business Profile
 - b. List of clients (*preferably educational institution, if applicable*)
 - c. Latest Income Tax Return (ITR) and /or Certification of Bank Account
 - d. Omnibus Sworn Statement (*form provided*)
5. **Permits/Licenses to be submitted before the operation**
(*No Medical Certificate and Sanitary Permit No Operation, for hired personnel*):
 - a. Latest and valid Medical Certificate of Personnel (*particularly clearance from Hepatitis B and other contagious diseases*)
 - b. Latest and valid Sanitary Permit and Individual Health Permit for Personnel

B. TECHNICAL

Leased premises shall be used and occupied solely as a space to sell FOOD and shall be used exclusively for the purpose of serving food to students, faculties, employees and visitors of PLM.

C. FINANCIAL

Proposed rent must be FEASIBLE based on the floor price set by the CRG. The proprietor shall have a Net worth of at least twice of their capital and proposal.

IV. TECHINAL AND FINANCIAL PROPOSAL

1. Proposed Variety of Food Menu Combination with estimate pricelist for at least one (1) month. This proposed variety of food menu combination will be subject to the evaluation of the Sub-Committee on Food and Sanitation and approval by the CRG:
 - a. Food Station A – Filipino Food
 - b. Food Station B – Chinese/Japanese Food
 - c. Food Station C – American Food
 - d. Food Station D – Italian Food

Each Food Station must serve free kitchen soup for every full meal.

2. Proposed amount of rent must be based on the floor price set by the CRG.

COMMITTEE ON REVENUE GENERATION (CRG)

TERMS OF REFERENCE

FLOOR PRICE: ONE HUNDRED FIVE THOUSAND PESOS (PhP105, 000.00)

1. Property for Lease: Four (4) Food Stations (*six (6) food stalls per station*).
Food Station Area: 12.25 x 7.50 meters (91.875 sqm.)
Steel Stall Size: 1.40 x 2.80 meters (5.60 sqm.)
2. The Lease Contract shall be effective from **01 October 2016 until 30 September 2017**, after which the space will be subjected to bidding.
3. Five days after the Lease Contract has been awarded, the **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 **PAMANTASAN** 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 60 days prior notice is served to **PAMANTASAN** through the CRG.
4. In addition to the security deposit, **LESSEE** shall pay an advance rental equivalent to one (1) month's rental upon signing the contract.
5. The **LESSEE** shall issue post dated checks to cover the monthly payment of rental for one (1) year.
6. The **LESSEE** shall pay **PAMANTASAN**, without need of demand, a monthly rental of (**PLEASE INDICATE BID PRICE**) (PhP_____) on or before the 2nd Monday of the month. Failure to pay rentals due shall render the **LESSEE** liable to a penalty of 1/10 of 1% of the amount due for everyday of delay computed from the first day of delay up to the time payment is made. Payment of penalty interest shall be done at the time of payment of rentals. Penalty imposed by banks in the case of bouncing checks shall be chargeable against the accounts of the **LESSEE**.
7. Payment shall be remitted at the PLM Cashier's Office where **LESSEE** shall be issued with an Official Receipt after three (3) days clearing and shall furnish a copy to the CRG Secretariat.
8. The Lease Contract shall be effective after five (5) working days upon the receipt of the Notice of Award (NOA). Failure to submit the necessary documents/requirements within said period shall invalidate the award and shall give the right to **PAMANTASAN** to award the contract to the next higher bidder or conduct rebidding.
9. **LESSEE** agrees that the leased premises shall be used and occupied solely as a space to operate a food station and shall be used exclusively for the purpose of serving food to 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.
10. The **LESSEE** may, however, sublease any portion of the leased premises in whole or in part subject to the consent and approval of the **PAMANTASAN** upon the proper submission of the contract of sublease.

11. Days and hours: **from 7:00 a.m. to 9:00 p.m.** from Monday to Sunday. However, the **LESSEE** will be allowed to open during Holidays whenever it deems necessary to do so.
12. The **LESSEE** shall not sell liquor, alcoholic beverages, cigarettes and other prohibited/restricted substances.
13. Prices of food shall be competitive and, if possible within the buying capacity of the students. Therefore, all prices of items sold by the **LESSEE** shall be submitted to the **PAMANTASAN** for approval.
14. Any additional food not listed on the proposed menu shall be subject to approval of the Committee on Revenue Generation (CRG) through its Sub-Committee on Food and Sanitation.
15. The **LESSEE** shall keep the premises clean at all times and shall not allow any activity that will cause disturbance or be a nuisance to the surrounding area. The **LESSEE** shall implement a garbage disposal system in coordination with the Physical Facilities and Management Office (PFMO). Such system must be in accordance with the existing waste management rules and regulations of the City Government of Manila.
16. The **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 medical fitness certificates/clearance from the University Health Service (UHS). The medical certificates of the food handlers with their corresponding photos shall then be submitted to the Sub-Committee on Food and Sanitation;

Furthermore, the **LESSEE**, its employees/food handlers should wear the attire proposed by the **LESSEE** and approved by the CRG (uniform, ID, hairnet, closed shoes) and should observe proper hygiene at all times. All stall personnel shall secure an Identification Card from the Office of the Vice President for Administration (OVPA) which shall be displayed at all times while inside the University. All delivery vehicles shall secure a valid car sticker, “No sticker no entry” policy shall be strictly implemented.

17. The **LESSEE**, at his own expense, may be allowed to make alterations, additions or improvements in or upon the leased premises consistent with its needs, provided that the **LESSEE** submit a formal letter request to the Physical Facilities and Management Office (PFMO) subject to the approval of the CRG.
18. 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 **PAMANTASAN** without obligation to reimburse the **LESSEE** for the latter’s expenses.
19. 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 without prior written permission from the **PAMANTASAN**, through the CRG, and only of such size, style and content as the **PAMANTASAN** may authorize in conformity with such rules and regulations as the **PAMANTASAN** may, from time to time, prescribe.
20. **LESSEE** shall arrange with the Physical Facilities and Management Office (PFMO) for the installation of meters for electricity and/or water. The **LESSEE** shall provide its own electric and/or water sub-meters. The sub-meters that will be provided shall be accompanied by a calibration certification from an accredited testing laboratory. Furthermore, **LESSEE** shall pay a BOND DEPOSIT amounting to TWO THOUSAND PESOS (P 2,000.00) to Cash Office.

21. All utilities and services furnished in the premises for the term of this lease, including electricity, water and garbage collection, whichever is applicable, shall be for the account of **LESSEE**. The total cost of all utilities and services shall be excluded from 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 to the account of **LESSEE**, and shall not be deducted or applied to the rental due to **PAMANTASAN**.
22. The **LESSEE** shall be responsible for securing **LESSEE**'s equipment in the leased premises, holding the **PAMANTASAN** free from all responsibility thereon. The **LESSEE** shall prepare an inventory list/report for all equipment, tools, fixtures, utensils and other similar items brought inside the university premises. The list/report must be submitted to the University Security Office (USO) and GSO-Property and Supplies Section (GSO-PSS) on or before its entry in the University for proper documentation. For the exit of such items outside the university premises, the **LESSEE** shall first secure a gate pass from the GSO-PSS. The issuance of a gate pass shall be based on the inventory list/report submitted to the GSO-PSS. No gate pass will be issued if such items are not included in the submitted inventory list/report.
23. The **LESSEE** shall pay for any loss or destruction caused on the property of the **PAMANTASAN** resulting from fault or negligence of the **LESSEE** or any person under his control or supervision. The **PAMANTASAN** shall not be held liable for any damage that the **LESSEE** may incur in his business.
24. The **LESSEE** shall allow the **PAMANTASAN**, through its Sub-Committee on Food and Sanitation 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.
25. That the **LESSEE** shall desist from any kind of cooking whether through the use of charcoal, LPG, electric stove or induction cooker or any kind of cooking equipment. The **LESSEE** may, however, perform reheating, simple frying of food and other food preparations using electric stove and induction cooker only. Provided, any reheating or simple frying activities that will result excessive smoke and smell shall not be allowed.
26. Use of electric equipment not using flame, such as electric stoves or induction cooker, oven toasters and microwave ovens, may be allowed, upon prior written permission of **PAMANTASAN**, provided electric meters are installed for proper billing of utilities, and the **LESSEE** shall have at least one (1) unit of fire extinguisher within the leased premises, readily available at all times. The **LESSEE** will be provided a _____ allowable electricity usage.
27. 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 **PAMANTASAN**.
28. The **PAMANTASAN** shall have the authority to inspect the leased premises at any day within reasonable hours in order to make sure that the **LESSEE** is complying with all laws, ordinances, regulations and orders promulgated by proper government authorities. The Sub-Committee on Food and Sanitation may appoint one (1) inspector to monitor the safety of the leased premises and ensure the cleanliness of the food, snacks, candies, and beverages being sold. Any violation by the **LESSEE** of any law, ordinance, regulation or order shall result in automatic termination of this lease contract.

29. The **LESSEE** shall pay all his taxes in full and on time, furnishing **PAMANTASAN** 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.
30. The **LESSEE** shall observe all applicable policies, rules and regulations of the University.
31. 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.
32. The **LESSEE** shall peacefully vacate and surrender to the **PAMANTASAN** 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 **PAMANTASAN**, 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 **PAMANTASAN** he may still have, waiving at the same time any objection to any action which the **PAMANTASAN** 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 **PAMANTASAN**, 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. **PROVIDED, HOWEVER,** that if for any valid reason it shall become necessary for the **PAMANTASAN** to institute appropriate court action for the enforcement of his right under this Contract, the **LESSEE** shall be liable for attorney's fees and costs of suit, the sum of which shall not be less than One Hundred Thousand Pesos (PhP100,000.00).
33. The **LESSEE** shall be liable for Liquidated Damages to the **PAMANTASAN** in an amount **TWICE** the rental rate of the leased premises provided for herein, for every month or fraction thereof that the **LESSEE** fails to vacate and surrender the premises to the **PAMANTASAN** upon the expiration or termination of this lease.
34. That all request and concerns for the operation of the leased premises by the **PAMANTASAN** should be officially addressed to the **LESSEE**, the **LESSEE** shall in turn, coordinates with the PLM designated representative so as to maintain close monitoring and proper communication.
35. The **PAMANTASAN** has the right to terminate the lease contract if the **LESSEE** violates any provision hereof without need of notice to the **LESSEE**.

Bid forms available at the GSO-PROCUREMENT SECTION or print this form. Indicate your bid and submit on or before 30 August 2016 (Tuesday), 10:00 a.m. at the GSO-PROCUREMENT SECTION.

Bid Form

To: **Pamantasan ng Lungsod ng Maynila**
Committee on Revenue Generation

Business Name: _____

Address: _____

Contact Number(s): _____

Checklist of documentary requirements submitted:

1. Certificate of Business Name Registration at the DTI/SEC Registration
2. Mayor's Permit;
3. Tax Clearance and/or Certificate of Registration from Bureau of Internal Revenue;
4. Sanitary Permit; and
5. Information on Existing Food Business/Business Profile.

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

Bid Price: _____ (PhP _____)
(*amount in words*)

Prepared by:

(*signature over printed name of the owner/proprietor*)