



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



COMMITTEE ON REVENUE GENERATION (CRG)

INSTRUCTION TO LESSEE

The Pamantasan ng Lungsod ng Maynila (PLM), through its **Committee on Revenue Generation (CRG)** invites interested proponents to submit proposal for the Leasing out of Space for Main Canteen Concessionaire.

Interested proponent may secure the list of Documentary Requirements together with the approved Terms of Reference (TOR) from the Procurement Office (Telefax No. 528-4592) from **18 July 2017** up to **24 July 2017**, from **8:00 am to 5:00 pm** upon payment of the non-refundable participation fee of PhP500.00 at the Treasurer's Office.

Interested proprietor shall submit a **formal letter of Intent** to be addressed to CRG Chairperson before the scheduled Clarificatory Conference.


Clarificatory Conference will be on **25 July 2017, 10:00 a.m.** at the President Ramon Magsaysay Entrepreneurial Center (PRMEC), which shall be open to all interested proponents/concessionaire.

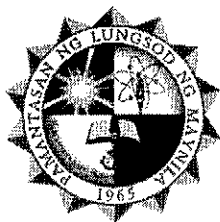
Submission of the **SEALED“ best and final proposal”** together with the documentary requirements is **ON or BEFORE 03 August 2017, 09:00 a.m.** at **Procurement Office**, Room 101, Ground Floor, Gusaling Corazon Aquino Pamantasan ng Lungsod ng Maynila, Intramuros, Manila.

The Pamantasan ng Lungsod ng Maynila reserves the right to accept or reject any proposal at any time prior to contract award, without thereby incurring any liability to the affected concessionaire. Further, PLM reserves the right to waive any technicality and shall award the contract to the proponent/concessionaire with the most advantageous Offer to PLM.

The Pamantasan ng Lungsod ng Maynila assumes no responsibility whatsoever to compensate or indemnify prospective concessionaires for any expenses incurred in the preparation of the bid.

All PLM employees (regular, contractual, job order), PLM Consultants, members of the Committee on Revenue Generation (CRG), and their relatives within the second degree of consanguinity or affinity are disqualified to join the said auction/bidding.


MR. CARMELO B. DELA CRUZ
CRG Chairperson



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COMMITTEE ON REVENUE GENERATION (CRG)

REQUEST TO SUBMIT A PROPOSAL

To whom it may concern:

Greetings,

The Pamantasan ng Lungsod ng Maynila (PLM), through its **Committee on Revenue Generation (CRG)** invites interested lessee to submit proposal for the Leasing out of Space for Main Canteen Concessionaire.

In this regards, may we invite you to submit formal letter of Intent to be addressed to CRG Chairperson before the Clarificatory Conference scheduled on 25 July 2017, 10:00 a.m. at the President Ramon Magsaysay Entrepreneurial Center (PRMEC).

As reference, we attached herewith are the Terms of Reference (TOR) and Forms (Proposal Form and Omnibus Sworn Statement Form) for your compliance and acceptance.

For further inquiries you may contact us at telefax no. 528-4592.

Sincerely,


ATTY. RACHEL ANN KATRINA P. ABAD
CRG Secretariat

Received by : _____
Date : _____
Contact Person : _____
Contact No. : _____
E-mail Address : _____

FORMS

A. Bid Proposal Form

Proposal Form

Date: _____

To: **PAMANTASAN NG LUNGSOD NG MAYNILA**

Gentlemen and/or Ladies:

Having examined the Terms of Reference (TOR), the receipt of which is hereby duly acknowledge, we, the undersigned, offer to Leasing Out of Space for Main Canteen in conformity with the said TOR for the amount of _____ (PhP_____).

We undertake, if our Proposal is accepted, to start with the Leasing Out of Space for Main Canteen in accordance with the prescribe provisions under the TOR.

Until a formal Contract is prepared and executed, this Proposal, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the highest or any Proposal you may receive.

We certify/confirm that we comply with the eligibility requirements of the project.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

If a sole proprietorship: I am the sole proprietor of [Name] with office address at [address];

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of [Name] with office address at [address];

2. **Select one, delete the other:**

If a sole proprietorship: As the owner and sole proprietor of [Name], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the **Leasing of Space** of the **Pamantasan ng Lungsod ng Maynila**;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the [Name] in the leasing out of space of Pamantasan ng Lungsod ng Maynila, as shown in the attached [state title of attached document showing proof of authorization];

3. Each of the documents submitted in satisfaction of the leasing requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

4. [Name] is authorizing the Pamantasan ng Lungsod ng Maynila or its duly authorized representative(s) to verify all the documents submitted;

5. **Select one, delete the rest:**

If a sole proprietorship: I am NOT related to the Pamantasan ng Lungsod ng Maynila, members of the Committee on Revenue Generation (CRG), the Technical Working Group, and the CRG Secretariat, Food Committee, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the second civil degree;

If a partnership or cooperative: None of the officers and members of [Name] is related to the Pamantasan ng Lungsod ng Maynila, members of the

Committee on Revenue Generation (CRG), the Technical Working Group, and the CRG Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the second civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of [Name] is related to the *Pamantasan ng Lungsod ng Maynila*, members of the Committee on Revenue Generation (CRG), the Technical Working Group, and the CRG Secretariat, the head of the Project Management Office and the project consultants by consanguinity or affinity up to the second civil degree;

6. [Name] complies with existing labor laws and standards; and
7. [Name] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Terms of Reference;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Conducted site visit and ocular inspection of the space for lease.
 - d) It did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

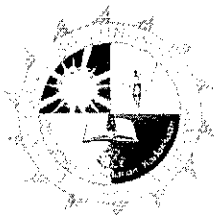
IN WITNESS WHEREOF, I have hereunto set my hand this __ day of __, 20__ at _____, Philippines.

Proponent's Representative/Authorized

Signatory

NOTARY PUBLIC

Doc. No. ____
Page No. ____
Book No. ____
Series of 2017



Republic of the Philippines
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(University of the City of Manila)
Intramuros, Manila



COMMITTEE ON REVENUE GENERATION

LEASING OUT OF SPACE FOR MAIN CANTEEN CONCESSIONAIRE

The Pamantasan ng Lungsod ng Maynila, through its **Committee on Revenue Generation (CRG)** invites interested proprietor to submit their proposal for the: **Leasing out of Space for Main Canteen Concessionaire**.

A. Property for Lease

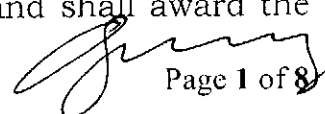
1. The space for lease is located at Ground Floor Gusaling Villegas (GV), Left Wing (New Building).
2. Area Coverage: **106 SQ. MTS.**

Kitchen area: 28 sq. mts.

Storage Area: 7.50 sq. mts.

B. Procedures/Guidelines

1. The project is to be undertaken by the Committee on Revenue Generation (CRG).
2. The Invitation to Submit proposal shall be posted in the **PLM Website** and **Procurement Section Bulletin Board**
3. The Terms of Reference (TOR) may be acquired at the GSO-Procurement Section after payment of non-refundable participation fee, Php500.00 per stall which will be paid at the Cashier's Office from the date specified in the invitation to bid.
4. A Clarificatory Conference shall be conducted before the submission of the sealed final and best proposal. This meeting is intended for clarification and verification of the terms and conditions specified in the TOR.
5. Submission of the **SEALED "best and final proposal"** together with the documentary requirements will be conducted by the CRG together with the Sub-Committee's for transparency purposes. Time and date of submission must be strictly observed.
6. The price proposal should not be lower than the floor price. The *Pamantasan ng Lungsod ng Maynila* through its Committee on Revenue Generation (CRG) reserves the right to accept or reject any proposal at any time prior to contract award, without thereby incurring any liability to the affected concessionaire. Further, PLM reserves the right to waive any technicality and shall award the


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contract to the proponent/concessionaire with the most advantageous Offer to PLM.

7. **Submission of Final and Best Offer (SEALED and SIGNED).** Food Concessionaires shall submit their proposals together with the following **Documentary Requirements:**

- a. Certificate of Business Name Registration at the DTI/SEC Registration
- b. Mayor's Permit;
- c. Tax Clearance and/or Certificate of Registration from Bureau of Internal Revenue;
- d. Sanitary Permit/Individual Medical Certificate (for deployed personnel);
- e. Information on Existing Food Business/Business Profile/List of Personnel;
- f. Bidder shall submit Variety of Food Menu Combination with the following criteria:
 - o Shall provide estimate pricelist for at least one (1) month (NO Duplication of Food Menu);
 - o Shall ensure Quantity and Affordability of Food offered (they must serve food not more than Php50.00) which shall serve the financial capability of PLM students;
 - o Each full meal must serve "free kitchen soup" and regular drinks; and
 - o 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.
- g. Omnibus Sworn Statement by the prospective bidder or its duly authorized representative as to the following:
 - o The signatory is the authorized representative of the prospective bidder;
 - o Complies with the disclosure provision;
 - o Complies with existing labor laws and standards;
 - o Site Inspection
(Note: template provided)

8. The winning bidder shall be informed by the PLM-CRG through a Notice of Award.

9. All PLM employees (regular, contractual, job order), PLM Consultants, members of the Committee on Revenue Generation (CRG), and their relatives within the second degree of consanguinity or affinity are disqualified to join the said auction/bidding.


Mr. CARMELO B. DELA CRUZ
CRG Chairperson

TERMS OF REFERENCE

1. Period and Rentals:

The Lease Contract shall be effective from the second semester of the current year. The term of this Lease is three (3) years.

2. Mode and Rental of Payment:

- a) 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.
- b) In addition to the security deposit, **LESSEE** shall pay an advance rental equivalent to one (1) month's rental upon signing the contract.
- c) The **LESSEE** shall pay **PAMANTASAN**, without need of demand, a monthly rental of (**PLEASE INDICATE PRICE PROPOSAL**) (PhP _____) on or before the first Monday of the month. Failure to pay rentals within the allowable extension thereafter, that is, until the second Monday of the month will automatically result to closure of the stall and cessation of its operations. For this purpose, the **LESSEE** shall issue twelve (12) post-dated checks to cover the monthly payment of rentals for one (1) year; penalty imposed by banks in the case of bouncing checks shall be chargeable against the accounts of the **LESSEE**.
- d) 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.

3. **Use and Purpose:** The **LESSEE** expressly agrees and warrants that the leased premises shall be used exclusively for selling their product ¹subject to approval of **PLM-CRG**. Further, said **LESSEE** is hereby prohibited to use said premises for any other purposes without the prior written consent of the **PAMANTASAN**.

4. The Lessee agrees to the following:

- a) The leased premises shall be operated under the following conditions:

1. Days and hours: **6:00 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.

¹ Subject to CRG conditions



2. The CRG shall notified in writing at least two (2) working days before the intended opening and service of food by the stall owners. Violation of which will result to written warning for first non-compliance, and closure for second non-compliance.
3. No beer or any form of alcoholic beverages and cigarettes shall be sold in the leased premises.
4. Prices of food shall be competitive and, if possible within the buying capacity of the students. For this purpose, all prices of items sold by the LESSEE shall be submitted to the **PAMANTASAN** for approval. Further, Food Menu Combinations shall be posted on the Main Canteen premises.
5. Approved Food Menu Combination with appropriate nutritional value and price shall be properly implemented. Food Menu Combination shall be attached in the contract and must be form an integral part of the contract.

b) The LESSEE shall perform the following:

1. To visibly display the prices of the foods and all other items being sold to the main canteen, in order to protect the interest of the students and other customers. In any event that there is a need to increase the prices, the LESSEE shall not be allowed to increase without prior notice to and approval of the **PAMANTASAN** Sub-Committee on Food and Sanitation.
2. The LESSEE shall always maintain cleanliness within the premises. In doing so, the LESSEE shall assign on hourly basis personnel to monitor and maintain the cleanliness of the premises especially before and after the peak hour of the day.
3. The LESSEE shall likewise monitor and regularly ensure the cleanliness of the main canteen. General Cleaning hours must be observed during the first day of the week and before the operation starts.
4. That the LESSEE **cannot sublease**, sell or encumber the main canteen assigned to them; neither can they allow anybody by virtue of this contract to use the same regardless of the length of time.
5. That the LESSEE shall strictly comply with all the applicable laws and regulations particularly those issued by the City

Government of Manila, pertaining to health, sanitation and cleanliness of the leased premises.

6. That while occupying or leasing the main canteen, the LESSEE, shall at all times have their Notice of Award, DTI certificate, Mayor's Permit, and their pictures and that of their helpers conveniently framed and hanged up conspicuously in the main canteen premises.
7. That the LESSEE shall ensure that foods are properly served with established safety and sanitation procedures and shall require its main canteen staffs to wear proper uniform (with name tag and stall name, hair net, gloves, and masks); the LESSEE shall guarantee that its food handlers and servers are in good health condition by submitting to the PAMANTASAN their current and valid medical clearances and health certificates.

5. **Repair and Improvements:** The LESSEE shall assume responsibility over ordinary repairs necessary to maintain the leased premises in good condition to serve its intended purpose, while major repairs shall be shouldered by the University. It is expressly agreed and understood, however, that the LESSEE shall not commence or proceed with any repair works, nor in any case undertake any subsequent renovations or make any alterations in the leased premises without the prior written consent of the **PAMANTASAN**; PROVIDED, HOWEVER, that all improvements or alteration, of whatever nature, that may be produced therein shall form an integral part of the leased premises and should not be removed except when the improvements may be removed without causing damage to the leased premises; otherwise, they shall belong to and become the exclusive property of the **PAMANTASAN** upon termination of the lease without need for reimbursement of the cost thereof. Where, however, it should become necessary to make urgent repairs and improvements upon the leased premises, and if failure to do so immediately will result or cause damage to or hamper the operation of the business, the LESSEE may introduce such repair.

6. **Water and Electricity:**

- a) Charges for water and electricity shall be shouldered by the LESSEE. 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 (P2,000.00)² to Cash Office.



² Subject to CRG deliberation

- b) 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. Electricity and water supply will be cut-off if the corresponding bills remain unpaid within ten (10) calendar days after receipt of the collection bill and shall constitute a valid ground for the termination of this contract.

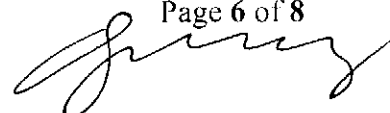
7. Compliance with laws and regulations:

- a) The LESSEE, shall be responsible for the monitoring of its staff and personnel, including their compliance with *health and sanitary laws, rules and regulations* promulgated by the proper government authorities and rules and regulations promulgated by the **PAMANTASAN** arising from or regarding the use, occupation and sanitation of the leased premises, and non-compliance therewith shall be dealt with accordingly, after conducting a thorough investigation by one (1) representative of the LESSEE, the VPA of the **PAMANTASAN** and the OULC of the **PAMANTASAN**.
- b) The **LESSEE** shall pay all its taxes in full and on time, furnishing **PAMANTASAN** annually with its current tax clearance from the 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.

- 8. Display of Ids and Car stickers:** All stall personnel shall secure an Identification Card from the **University Security Office (USO)** 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.

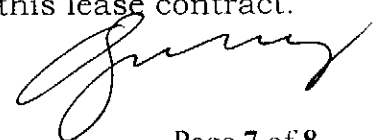
9. Entry/Exit of Equipment, Tools, Furniture and Kitchen Utensils and Provision on Valuable Equipment:

- a) The LESSEE shall be responsible for securing its own 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 Property and Supplies Office (PSO) 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 PSO. The issuance of a gate pass shall be based on the inventory list/report submitted to the PSO. No gate pass will be issued if such items are not included in the submitted inventory list/report.

- b) 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.
 - c) 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.
 - d) The PAMANTASAN may allow the LESSEE to use electric stoves, induction cookers, oven toaster and microwave ovens in reheating, in frying, and in preparing foods, subject to the following conditions: first, the same must be upon prior written permission of PAMANTASAN; second, electric meters should be installed for proper billing of utilities, provided further, that the LESSEE shall be provided with a maximum allowable electricity usage as prescribed by Physical Facilities and Management Office (PFMO); and third, the LESSEE shall ensure that its food preparation will not result to excessive smoke odor.
10. **Garbage Disposal:** 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.
11. **Fire Hazards:** The LESSEE shall be prohibited from bringing or storing in the leased premises any inflammable or explosive goods or articles, which may expose the leased premises to fire or increase the fire hazards, except those reasonably required or desirable for the business. Use of gas and charcoal for cooking shall be prohibited. The LESSEE shall provide at least one (1) standard size fire extinguisher.
12. **Inspection of the leased premises:** 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 **PAMANTASAN** may appoint two (2) inspectors 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.



13. **Insolvency of the Lessee:** Subject to No. 1 hereof, if the rentals herein stipulated shall be unpaid for a month, or if the LESSEE shall at any time fail or neglect to perform or comply with any of the covenants, conditions, agreement or restrictions specified in the contract, or if the LESSEE shall become insolvent, then in any such cases this Lease Contract shall become automatically terminated for the **PAMANTASAN** to take over the possession thereof, in which event, it shall be lawful for the latter or any of its duly authorized representatives to enter into and upon the leased premises as though the term of the lease contract has expired, and without prejudice on the part of the said **PAMANTASAN** to exercise any of its rights arising from this Contract of Lease and those granted by law. PROVIDED, HOWEVER, that if for any valid reason it shall become necessary for the **PAMANTASAN** to institute appropriate court action for the enforcement of its 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).
14. **Return of premises upon termination of lease:** At the expiration of the term of this lease or upon cancellation thereof as herein provided, the Lessee shall promptly surrender the premises to the **PAMANTASAN** in a good and tenable condition as when taken, except for ordinary wear and tear, devoid of all occupants, furniture, articles and effects of any kind.
15. At the expiration of the term of the lease, the stall premises shall be surrendered peacefully by the LESSEE to the **PAMANTASAN** free and clear of all furniture, fixtures, and equipment. If there are any unpaid rentals of this lease, the **PAMANTASAN** has the lien or right to retain the furniture, equipment, supplies, fixtures, and articles of whatever kind and nature until the unsettled amount is fully paid.
16. Upon the termination of the term of the lease either because of insolvency of the LESSEE, expiration of the contract, or failure to comply with any of the conditions of the agreement, the LESSEE hereby expressly appoints the **PAMANTASAN** as his agent and as a consequence thereof, is therefore authorized to enter upon the leased premises, remove all personal property that may be found therein, and deposit the same in a bodega, and the LESSEE further agrees to defray all costs for the transfer and storage thereof.
17. That all requests and concerns for the operation of the leased premises by the **PAMANTASAN** should be officially addressed to the LESSEE, the LESSEE shall in turn, coordinate with the PLM designated representatives so as to maintain close monitoring and proper communication.
18. The **PAMANTASAN** has the right to terminate the lease contract if the LESSEE violates any provision hereof without need of notice to the LESSEE.

