



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 Photocopying Machines, Printing Services and Selling of School Supplies for Students and Faculty.

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.

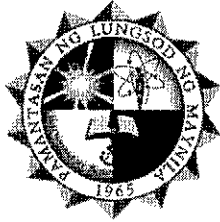
Submission of the **SEALED“ best and final proposal”** together with the documentary requirements is **ON or BEFORE 03 August 2017, 09:00 a.m.** at **Procurement Office**, Room 101, Ground Floor, Gusaling Corazon Aquino Pamantasan ng Lungsod ng Maynila, Intramuros, Manila.

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



Republic of the Philippines  
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Intramuros, Manila



**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 Photocopying Machines, Printing Services and Selling of School Supplies for Students and Faculty.

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 : \_\_\_\_\_

**Proposal Form**

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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 Food Stall Concessionaires 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 Food Stall Concessionaires 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**

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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**

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Book No. \_\_\_\_\_  
Series of 2017



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



**COMMITTEE ON REVENUE GENERATION**

**LEASING OUT OF SPACE FOR PHOTOCOPYING MACHINES, PRINTING SERVICES  
AND SELLING OF SCHOOL SUPPLIES**

The Pamantasan ng Lungsod ng Maynila, through its **Committee on Revenue Generation (CRG)** invites interested proponent to submit their proposal for the: **Leasing Out of Space for Photocopying Machines, Printing Services and Selling of School Supplies for Students and Faculty.**

**A. Property for Lease**

1. The space for lease is located at Side of University Gymnasium near Gulasing Lacson
2. Area Coverage: **8.94 SQ. MTS.**

**B. Procedures/Guidelines**


1. The project shall 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 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** reserves the right to accept or reject any proposal at any time prior to contract award, without thereby incurring any liability to the affected proponent. Further, PLM reserves the right to waive any technicality and shall award the contract to the proponent/proprietor with the most advantageous Offer to PLM.

7. **Submission of Final and Best Offer (SEALED and SIGNED).** Interested parties 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. Information on Existing Business/Business Profile/Organizational Chart;
- d. Certificate of Site Inspection
- e. 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.

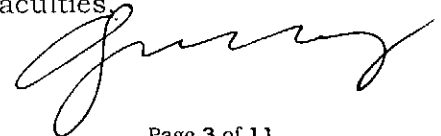
9. All PLM employees (regular, contractual, job order), PLM Consultants, members of the Committee on Revenue Generation (CRG), and their relatives within the second degree of consanguinity or affinity are disqualified to join the said auction/bidding.

  
**Mr. CARMELO B. DELA CRUZ**  
CRG Chairman

## TERMS OF REFERENCE

### Leasing Out of Space for Photocopying Machines, Printing Services and Selling of School Supplies for Students and Faculty

1. **Period and Rentals:** The Lease Contract shall be effective from \_\_\_\_\_ until \_\_\_\_\_. 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 issue post dated checks to cover the monthly payment of rental annually.
  - d) The **LESSEE** shall pay **PAMANTASAN**, without need of demand, a monthly rental of **(PLEASE INDICATE BID PRICE)** (PhP \_\_\_\_\_) on or before the 1<sup>st</sup> Monday of the month. Failure to pay rentals due on the 2<sup>nd</sup> Monday of the month will automatically stop its operations. Penalty imposed by banks in the case of bouncing checks shall be chargeable against the accounts of the **LESSEE**.
  - e) 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 the following:
  - a. That the **LESSEE** is engaged in the business, in particular, the **LESSEE** shall provide photocopying, Computer Typesetting and Print-Out needs and Selling of school Supplies for the Students and Faculties.

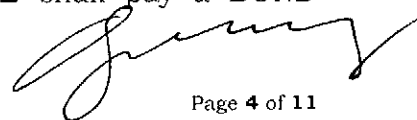




- b. That the **LESSEE** shall provide photocopying, printing services, and selling school supplies for the students and faculties of the University.
- c. That the **LESSEE** shall install and operate: Photocopying, printing services, and selling school supplies will be place at the kiosk beside of University Gymnasium near Gulasing Lacson (GL).
- d. To ensure responsive as possible for the needs of the students and faculties for the photocopying and printing services, the **LESSEE** shall provide well-trained personnel for each booth.
- e. The **LESSEE** shall guarantee that the price for photocopying and printing services is in the buying capacity of the students amounting to One Peso (PhP1.00) per copy.
- f. That the **LESSEE** shall, with its own management, supervision and resources, own, install, service, repair and maintain its machine. And according to schedule, its personnel shall ensure that each unit is operational. In this regard, the **LESSEE** hereby holds the "**PAMANTASAN**" free and harmless from all claims by third persons arising from a malfunction of its machine as well as from any willful act or negligence of the **LESSEE**, its agents and employees.
- g. That there is no employer-employee relation between the **LESSEE'S** employees and the "**PAMANTASAN**." The **LESSEE** hereby holds the "**PAMANTASAN**" free and harmless from any claims interposed by its employees under existing labor laws and social legislation.
- h. That the "**PAMANTASAN**" shall be responsible for providing a space for the **LESSEE** and the "**PAMANTASAN**" shall not be held liable for any damages, loss/theft or vandalism on the machines.
- i. The **LESSEE** agrees to return and surrender the area to be occupied by the machine at the end of the service agreement in the same condition as it was found at the start of the agreement. The **LESSEE** shall repair any damages caused to the areas and restore the same to the condition it was found at the start of the agreement to the satisfaction of the "**PAMANTASAN**".
- j. That this service agreement shall take effect on the date the machines are installed and shall continue for one (1) year otherwise terminated by either party by giving the other a 30-day prior written notice of its intention to terminate.

#### 4. **Electricity:**

- a) Charges for 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) to Cashiers Office.

- b) All utilities and services furnished in the premises for the term of this lease, including electricity 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 supply will be cut-off if the corresponding bills remain unpaid ten (10) calendar days after receipt of the collection bill.

5. **Display of Ids and Car stickers:** All 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.

6. **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 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 PSO 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.



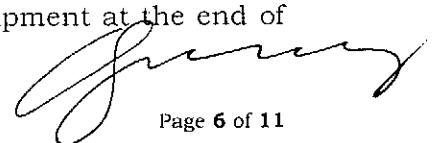
- d) The LESSEE shall have at least one (1) unit of fire extinguisher within the leased premises, readily available at all times. The LESSEE will be provided a maximum allowable electricity usage prescribe by Physical Facilities and Management Office (PFMO).

**7. Inspection of the leased premises:**

- a. 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. Any violation by the **LESSEE** of any law, ordinance, regulation or order shall result in automatic termination of this lease contract.
- b. That the **LESSEE** shall, with its own management, supervision and resources, own, install, service, repair and maintain its machine. In this regard, the **LESSEE** hereby holds the **PAMANTASAN** free and harmless from all claims by third persons arising from a malfunction of its machine as well as from any willful act or negligence of the **LESSEE**, its agents and employees.
- c. That the **PAMANTASAN** shall only provide a space for the **LESSEE** and the **PAMANTASAN** shall not be held liable for any damages, loss/theft or vandalism on the machines.

8. **Insolvency of the lessee:** Subject to No. 2 hereof, if the rentals herein stipulated shall be in arrears or unpaid for one 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, 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, without prejudice on the part of the said **PAMANTASAN** to exercise any or 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 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).

9. **Return of premises upon termination of lease:** The **LESSEE** agrees to return and surrender the area to be occupied by the machine/equipment at the end of



the service agreement in the same condition as it was found at the start of the agreement. The **LESSEE** shall repair any damages caused to the areas and restore the same to the condition it was found at the start of the agreement to the satisfaction of the **PAMANTASAN**.

10. At the expiration of the term of the lease, the premises shall be surrendered peacefully by the **LESSEE** to the **PAMANTASAN** free and clear of all equipment. If there are any unpaid rentals of this lease, the **PAMANTASAN** has the lien or right to retain the equipment, supplies, and articles of whatever kind and nature until the unsettled amount is fully paid.
11. Upon the termination of the term of the lease or earlier thereof as above provided, the **LESSEE** hereby expressly appoints the **PAMANTASAN** as his agent and authorized to 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.
12. 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.
13. The **PAMANTASAN** has the right to terminate the lease contract if the **LESSEE** violates any provision hereof without need of notice to the **LESSEE**.

A handwritten signature in black ink, appearing to be 'J. Cruz', is written over the end of the 13th list item.