



Republic of the Philippines
BULACAN AGRICULTURAL STATE COLLEGE
Pinaod, San Ildefonso, Bulacan, Philippines 3010

INVITATION TO LEASE

PROVISIONAL OPERATION LEASE OF BULACAN AGRICULTURAL STATE COLLEGE (BASC) MAIN CAMPUS CANTEEN

The Bulacan Agricultural State College (BASC) is inviting to accept proposal from private individual or business entity for the provisional operation lease of canteen at BASC Main Campus located at Barangay Pinaod, San Ildefonso, Bulacan with an area of 199 square meters.

The BASC, pursuant to its power to lease its properties and to create and broaden its own sources of revenue under Republic Act 2416, R.A. No. 9249 and in line with the policy of the BASC for transparency, invites the public, through its Canteen Committee, to submit their proposal for the lease of the area of BASC Canteen.

The schedule of activities is listed, as follows:

ACTIVITIES

Posting of invitation

Deadline of Submission of Letter of Intent

Opening/Review of proposal

SCHEDULE

Feb. 25 to March 5, 2019

Feb. 26 to March 5, 2019, 8am to 5pm at
BASC Business Affairs Office

March 15, 2019, 2PM at BASC Business
Affairs Office

The proposals shall be subject to the terms and conditions prescribe in the Terms and Reference (TOR) prepared by BASC. Prospective bidders shall submit Letter of Intent.

BASC reserves the right to reject any or all bids, declare failure of bidding and not to award the contract for any justifiable and reasonable ground where an award will not redound to the benefit of the College.

LOLITO B. SAN PEDRO

Director, College Auxiliary and Business Office

Noted:

DR. HERMINIO B. GIRON

Vice President –AFBA

Approved:

DR. JAMESON H. TAN

President

BULACAN AGRICULTURAL STATE COLLEGE

Pinaod, San Ildefonso, Bulacan, Philippines 3010

TERMS OF REFERENCE FOR THE PROVISIONAL OPERATION LEASE OF BULACAN AGRICULTURAL STATE COLLEGE MAIN CAMPUS CANTEEN

SIGNATURE OF THE BIDDER'S AUTHORIZED REPRESENTATIVE

FOREWORD

This Terms of Reference (TOR) describe the procedures that will be followed in connection with the lease of BASC Canteen. Prospective Lessee shall submit their proposals. BASC reserves the right to amend or supplement the TOR at any time prior to the submission of proposal.

SECTION I BACKGROUND

The College

The Bulacan Agricultural State College is inviting interested parties for comparative proposal for competitive challenge for the Contract over the lease area of BASC Main Campus Canteen. The area to be lease is 199 square meters.

The overall objective of the contract is to increase access to quality and affordable food for the students of Bulacan Agricultural State College.

SECTION II INSTRUCTION TO BIDDERS

1. Scope of Proposal

1.1. BASC wishes to receive Proposal from Lessee for the lease of BASC Main Campus Canteen.

2. Items of Proposal

2.1. The items of Proposal for the lease area shall be the following:

Items of Bid

Minimum Requirement

a. Monthly Provisional Operation Lease Rental (MPOLR)

3. Contents of the Terms of Reference (TOR)

3.1. The TOR consists of Sections I to V which include all the Sections indicated below, and should be read.

Section I. Background

Section II. Instruction to Bidders

Section III. Technical Specifications

Section IV. Sample Forms

Section V. Contract Agreement

3.2. Bidders should note that BASC will only accept proposal from lessee that have submit Letter of Intent from the Office of the College Auxiliary and Business Affairs located at the Business Affairs Office, BASC Main Campus .

3.3. The lessee is expected to examine all instructions, forms, terms, and specifications in

the TOR. Failure to furnish all information or documentation required in the TOR shall result in the rejection of the proposal and the disqualification of the Lessee.

4. Deadline for Submission of Bids

Proposal must be received by the Auxiliary and Business Affairs Office (ABAO) at BASC Main campus on March 5, 2019 2PM.

5. Process to be Confidential

The Members of the College Canteen Committee, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their proposal until the issuance of the Contract Agreement.

6. Documents comprising the Technical Proposal

6.1 The proposal shall contain the following documents:

- (a) Term of Reference (TOR) signed on each page by the authorized representative and signatory
- (b) Affidavit of site inspection
- (c) Manpower requirements and technical specs of the equipment.

7.1 The Financial Proposal shall contain the following:

8. Bid Submission: Technical and Financial Proposals

8.1 The Bidder shall submit their Bids through their authorized representative using the appropriate Bid Forms on the deadline for the Submission and Opening of Bids and in one sealed envelope and addressed to the ABAO; the envelope containing the Technical Proposal of the Bid and the Financial Proposal of the Bid.

8.2 The bidder shall submit one (1) original and one (1) copy of the Technical Proposal and Financial Proposal.

8.3 The Bidder shall bear all costs associated with the preparation and submission of its Bid and BASC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9. Sealing and Marking of Bids

9.1 The Documents shall contain one (1) original set and one (1) set of certified true copies of the original signed and sealed. The Financial Proposal shall contain one (1) original set and one (1) set of certified true copies of the original signed and sealed.

9.2 All envelopes shall:

- (a) contain the Project name in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Auxiliary and Business Affairs Office;
- (d) bear the Project Title: PROVISIONAL OPEATION LEASE FOR BASC MAIN CAMPUS CANTEEN; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of Bids.

9.3 If envelope is not sealed and marked as required, BASC will assume no responsibility for the misplacement or premature opening of the Bid.

10. Deadline for Submission of Bids

Bids must be received by the OABA at the OABA Office, BASC Main Campus on March 5 2019, not later than 2:00 pm.

11. Evaluation and Comparison of Bids

11.1 The Highest result in the evaluation shall be adopted in the determination of the Highest Calculated Bid. The highest percentage of bid with the highest sum of Monthly Provisional Operation Lease .

12. Award Criteria

12.1 The highest calculated bid is the bid with the highest sum of Monthly Provisional Operation Lease .

12.2 BASC shall issue the NOA to the Bidder whose Bid has been determined to be responsive and eventually determined to be the Highest Calculated Responsive Bid.

12.3 In case of a tie in the highest calculated bid, a tie-breaking process shall be conducted in accordance with applicable government procedures.

13. Notice of Award

13.1 Prior to the expiration of the period of Bid validity, BASC shall notify the successful Bidder in writing that its Bid has been accepted, through a Notice of Award (NOA) received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within five (5) days from receipt by the successful Bidder and submitted personally or sent by registered mail or electronically to BASC.

13.2 Upon the issuance of the NOA to the successful Bidder, BASC shall promptly notify each unsuccessful Bidder of the fact of award to the successful Bidder.

14. Signing of the Contract Agreement

14.1 Upon issuance of the NOA, BASC shall furnish the copy of Contract Agreement to the Lessee, which has been provided in the TOR, incorporating therein the Lessee's Proposal.

14.2 Within five (5) calendar days from receipt of the NOA, the successful lessee shall sign and date the Contract Agreement and return it to BASC.

SECTION III

TECHNICAL SPECIFICATIONS

BASC intends to seek investors who will lease, develop, operate and manage for a provisional period of nine (9) months.

1. MONTHLY PROVISIONAL OPERATION LEASE RENTAL

Monthly Provisional Operation Lease (MPOL) shall be **FIVE THOUSAND PESOS (P5,000.00)** to be paid by the concessionaire to the cashier's office very seventh day of the following month plus 5% penalty based on the outstanding balance per month for every delayed payments excluding the water and electricity bills.

(a) **Term of Contract:** nine (9) months.

(b) **Advance Lease Payment,** equivalent to one (1) month of the proposed MPOL.

3. SCOPE OF WORK

In accordance with the project objectives, the prospective bidder shall undertake the following tasks:

Obligation of the Lessee:

1. Provide food to the Student, School Employees and visitors at reasonable rates.
2. Ensure the exclusivity of the contract awarded to it, and shall not transfer or sublet the contract or any space allocated to it.
3. Provide and maintain furniture, fixture and equipment needed for the operation of the canteen:
 - Tables
 - Chairs
 - Exhaust fan
 - Ceiling fan
 - Aircon
4. Maintain the cleanliness and sanitation of the canteen and premises such as the following;
 - a. Kitchen;
 - b. Cooking wares;
 - c. Dining areas;
 - d. Equipment and utensils;
 - e. Tables and chairs;
 - f. Lavatory and lavatory supplies;

5. Ensure that the quality of all the foods, either raw or processed, complies with the sanitation Establishments of the Code of Sanitation of the Phils (Presidential Decree No. 856).

6. Ensure that all personnel under the employ of the lessee must wear the following:

- ID

- Hairnet

- Proper uniform at all times w/ apron

7. Report immediately to the College maintenance any necessary repair or replacement which need undertaken within the canteen premises.

8. Assume full responsibility for the acts of its employees and immediately act on formal complaints made by the College Administration against to its employees.

9. Shall pay the electric and water bill and shall keep a copy of the income to the College administration.

Obligation of the Lessor:

1. Maintain the minor repair of the area.

4. MISCELLANEOUS PROVISIONS

1. Lessee shall pay the monthly lease after seventh day of the following month.

2. Provide and maintain furniture, fixture and equipment needed for the operation of the canteen:

- Tables

- Chairs

- Exhaust fan

- Ceiling fan

3. Ensure that at least one (1) utility worker is designated at the dining of canteen to maintain the cleanliness.

4. Any injury arising from the consumption of food, condiments or drinks being served, sold or offered for sale by the lessee at the canteen or during any event the lessor is called to cater within the lessor's premises or from the operation by the lessee at the canteen. In no case shall the lessor be jointly and severally liable for cases enumerated under this item.

5. ITEMS TO BID

Minimum Requirement

a. Monthly Provisional Operation Lease Rental (MPLR)

5.1.1 **Term of Lease.** Nine months.(April to December 2019)

5.1.2. **Advanced Lease Payment.** The Lessee shall deposit to the lessor upon signing the **Five Thousand Pesos Only = (Php 5,000.00) as one (1) month deposit and Ten Thousand Pesos Only = (Php 10,000.00) as rights to operate deposit** . It is understood that said payments shall be retained until the end of the contract and shall only be returned to the **LESSEE** within 60 days after the expiration of the contract. The parties expressly agree that the said payments cannot be used to pay unpaid rentals.

5.1.3. **Performance Security.** One (1) month Monthly Provisional Operation Lease offered by the lessee.