



**BUSINESS AFFAIRS OFFICE  
UNIVERSITY OF THE PHILIPPINES LOS BAÑOS**

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January 05, 2017

**ANNOUNCEMENT**  
Available Space for Billiard Facility at  
Student Union Building

The University of the Philippines Los Baños is inviting interested entrepreneurs to bid for an available space for Billiard Facility at Student Union Building. (*please see attached layout*)

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

1. DTI Registration/SEC Registration
2. Mayor's Permit
3. Information on Existing (Recreational) Business

**Important Reminder:**

Interested bidders should not have any liability from the University. Furthermore, he/she should not be a spouse of a University employee.

For further inquiries please email at [bae.uplb@up.edu.ph](mailto:bae.uplb@up.edu.ph) or visit the Business Affairs Office at Obdulia F. Sison Hall (formerly Continuing Education Center), Jose B. Juliano St., UP Los Baños, College, Laguna.

Deadline of submission and opening of sealed bids: **January 16, 2017 (Monday), 2 pm** at the Business Affairs Office (BAO), complete with the signature of the bidder.

University of the Philippines Los Baños  
College, Laguna

**BUSINESS AFFAIRS OFFICE**

**TERMS AND CONDITIONS**

**Space Rental for Billiard Facility**

**FLOOR PRICE: P5,000.00**

1. Area and location

| <b>LOCATION</b>   | <b>AREA</b>        |
|---|--------------------|
| <b>STUDENT UNION (SU)<br/>BUILDING – Basement<br/>Level</b> | <b>34.29 sq.m.</b> |

2. LESSEE agrees that the leased premises shall be used and occupied solely as:

**BILLIARD FACILITY**

Commented [ASD1]: What will be the appropriate term for the Food and Beverage Kitchen?? Café??

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 his principal purpose/business and not for any other purpose;

3. LESSEE shall not assign, transfer or convey any of his rights under this 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.
4. Five days after the Lease Contract has been awarded, LESSEE shall pay a security deposit equivalent to three 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 LESSOR in case the Contract is revoked due to violation of any of the stipulations in the Contract or in case LESSEE pre-terminate this Contract of Lease prior to the agreed expiration date for whatever cause or reason, unless, 60 days prior notice is served to LESSOR through the Business Affairs Office.
5. In addition to the security deposit, LESSEE shall pay advance rental equivalent to one (1) month rental upon signing the contract. LESSEE to advance also VAT due thereon.
6. Further, a BOND DEPOSIT of TWO THOUSAND PESOS (P2,000.00) is required.

7. The LESSEE shall pay the LESSOR without need of demand a minimum monthly rental of PLEASE INDICATE BID PRICE (P \_\_\_\_\_) on or before the 25<sup>th</sup> 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.
8. 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.
9. There shall be a minimum of 5% increase per annum on the monthly rental on the leased premises.
10. The Lease Contract shall be for a period of **THREE (3) YEARS**. Should the LESSEE opt not to operate during the school break (June and July; December and January), a formal letter request must be submitted 30 days before the scheduled break to the Business Affairs Office for approval of the Director.

On the second year, the monthly rental shall be subject to an increase of 5% on the existing rental rate until the contract expires. The Lease Contract shall be effective from **February 1, 2017** until **January 31, 2020**, after which the space will be subjected to bidding (*as per Sec. 533 of the General Accounting and Auditing Manual*).

11. The affectivity of the Lease Contract shall be **5 working days after the awarding**, failure to process the necessary documents/requirements within **2 weeks** shall invalidate the award and shall give the right to LESSOR to award the contract to the next highest bidder or conduct rebidding.
12. 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 accountable reason, for any continuous period of fifteen (15) days or more during the term of lease.
13. The LESSEE, at his own expense, shall repair and or improve eight (8) billiard tables including their paraphernalia (cue sticks, billiard balls and billiard pockets) for its upgrade.
14. The LESSEE shall be allowed to make alterations, additions or improvements in or upon the leased premises consistent with its needs, provided that LESSOR's prior written consent thereon is secured through the Business Affairs Office.

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 LESSOR without obligation to reimburse the LESSEE for the latter's expenses.

15. The LESSEE shall not affix, inscribe or paint any notice, sign or other advertising medium outside the leased area or in any part of the FACILITY without prior

written permission from the LESSOR, through the UPLB-BAO (Business Affairs Office), and only of such size and style as the LESSOR may authorize in conformity with such rules and regulations as the LESSOR may, from time to time, prescribe.

16. All fixed improvements shall, 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, also at the LESSEE's expense.
17. 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 the utilities and services shall be exclusive from the monthly rental, and shall be paid separately by LESSEE within five days (5) 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 the LESSEE and shall not be deducted or applied to the rental due to LESSOR.
18. 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 his control or supervision. The LESSOR shall not be held liable for any damage that the LESSEE may incur in his business.
19. The LESSEE shall have at least one (1) unit of fire extinguisher within the leased premises, readily available at all times.
20. The LESSEE shall operate for a minimum of eleven (11) hours daily (from 9:00 a.m. to 9:00 p.m.), Monday to Saturday except during Sundays and holidays;
21. The LESSEE shall prioritize scheduling on the academic and leisure requirements of UPLB constituents, with price per game being set, unless otherwise prescribed/allowed by UPLB, as follows:

|      |                |   |                                 |
|------|----------------|---|---------------------------------|
| i.   | UPLB Students  | - | Php 40.00/hr; Php 4.50/ 5 mins. |
| ii.  | UPLB Employees | - | Php 40.00/hr; Php 4.50/ 5 mins. |
| iii. | Others         | - | Php 50.00/hr; Php 5.00/ 5 mins. |
22. The LESSEE shall pay for his use of utilities (i.e., water, electricity, garbage collection) and common service facilities (e.g., telephone, fax services) at their prevailing usage rates, computed based on LESSOR's prescribed rate for non-UP users (in the absence of appropriate meters);
23. The LESSEE shall not store any kind of explosive or inflammable substances within the leased premises.
24. The LESSEE shall provide adequate security on the leased premises as he may reasonably need, hereby unconditionally releasing the LESSOR, its agents and employees from any liability whatsoever for any damage, injury or loss therein.

25. The LESSEE shall provide adequate ventilation and lighting in the premises, electrical fixtures in good order at all times, all at his expense.
26. The LESSEE shall keep the premises clean at all times, provide segregated waste cans therein, and shall not allow any activity that will cause disturbance or be a nuisance to the surrounding area.
27. The LESSEE shall arrange with the Physical Plant Maintenance and Service Office (PPMSO) for the installation of appropriate meters for electricity. LESSEE shall provide his own electric meter. Furthermore, LESSEE shall pay a **BOND DEPOSIT** amounting to **FIVE THOUSAND PESOS (P 5,000.00)** to PPMSO.
28. The LESSEE shall observe all applicable policies, rules and regulations of the University.
29. The University shall not be responsible for any loss or damage to the equipment, furniture and supplies in the leased premises.
30. The LESSEE shall carefully select the personnel he shall station therein, making sure they have proper clearances from the local police as well as the University Police Force. In this regard, LESSEE shall indemnify the LESSOR for any damage or injury which the latter may suffer to itself or to its agents, employees or visitors caused by the act or omission of the former's personnel, as well as hold the LESSOR, its agents and employees harmless from any liability to third persons brought about by the act or omission of the LESSEE and/or his personnel or agents.
31. The LESSEE shall allow the LESSOR, through its duly authorized agent(s) and representative(s), to inspect any time the leased premises.
32. The LESSEE shall pay all his taxes in full and on time, furnishing LESSOR 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.
33. The LESSEE shall peacefully vacate and surrender to the LESSOR 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 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, for and on behalf of the LESSEE, without need of court appointment for such purpose, applying the LESSEE's properties in payment of any outstanding obligation to LESSOR he 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 he has no further cause of action against the lessor, 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.

34. The LESSEE shall be liable for Liquidated Damages to the LESSOR 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 LESSOR upon the expiration or termination of this lease.

DATE OF BIDDING: **January 16, 2017 (Monday) at 2 pm**

FOR CLARIFICATIONS/INQUIRIES: Landline No. 536-2314

Bid forms available at the Business Affairs Office or print this form. Indicate your bid and submit on or before **January 16, 2017 (Monday), 2 pm** at the Business Affairs Office (BAO).

***Bid Form (SU BUILDING: BASEMENT – BILLARD FACILITY)***

Name of Bidder: \_\_\_\_\_  
(signature over printed name)

Name of Business/Address: \_\_\_\_\_

Contact Number(s): \_\_\_\_\_

Checklist of pre-qualification requirements submitted:

1. DTI Registration/SEC Registration
2. Mayor's Permit
3. Information on existing business

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 Form.**

Bid Price: \_\_\_\_\_

**LAYOUT: BILLIARD FACILITY/AREA**

