



BUSINESS AFFAIRS OFFICE
Office of the Vice Chancellor for Community Affairs
UNIVERSITY OF THE PHILIPPINES LOS BAÑOS

15 November 2018

ANNOUNCEMENT
Available Space at NCAS – Annex 2

The University of the Philippines Los Baños is inviting interested entrepreneurs to bid for an available commercial space (food kiosk) at NCAS – Annex 2 (*please see attached layout*).

The following are the pre-qualification requirements for interested bidders:
(Submission: Nov. 15 to Nov. 26, 2018)

1. Letter of Intent
2. DTI Registration/SEC Registration
3. Mayor's Permit
4. Information on existing food Business
5. Food Safety Training/Seminar Certificate
6. The Agency or Person should not have done any act of inimical to the interest of UPLB, its students, employees and other employees and other agents, and properties. The Agency or Person should submit to UPLB a certification under oath as to this requirement and other evidence to this effect.
7. Valid ID (with picture and signature)

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 bao@uplb.edu.ph , bao.uplb@up.edu.ph or visit the Business Affairs Office at Obdulia F. Sison Hall, Jose B. Juliano St., University of the Philippines Los Baños, College, Laguna.

Deadline of submission and opening of sealed bids: **November 27, 2018 (Tuesday), 11:00 am** 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

NCAS – Annex 2

FLOOR PRICE: P4,000.00

- a. The area: approx. 4.0 sq.m.
- b. LESSEE agrees that the leased premises shall be used and occupied solely as a space to **operate a food kiosk (please specify on a separate sheet of paper the food items intended for sale and estimated prices)** 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.
- c. LESSEE shall not assign, transfer or convey any of his rights under the 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.
- d. That the **LESSEE shall desist from cooking, reheating and performing other food preparations involving the use of charcoal and LPG.** Furthermore, any cooking activity that will result in excessive smoke or smell shall not be allowed.

Use of electric equipment not using flame, such as electric stoves, oven toasters and microwave ovens, may be allowed, upon prior written permission of LESSOR, 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.

- e. Five days after the Lease Contract has been awarded, 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 LESSOR 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 LESSOR through the Business Affairs Office.

- f. In addition to the security deposit, LESSEE shall pay advance rental equivalent to one (1) month rental upon signing the contract.
- g. The LESSEE shall pay LESSOR, without need of demand, a minimum monthly rental of PLEASE INDICATE BID PRICE (P _____) on or before the 25th day 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.
- h. 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.
- i. The Lease Contract shall be for a period of **TWO (2) YEARS**. Should the LESSEE opt not to operate during the school break (June, July and December, January), a formal letter request must be submitted to the Business Affairs Office for approval of the director.

On the second year, the monthly rental shall be subject to **an increase of 2%** on the existing rental rate until the contract expires. The Lease Contract shall be effective from **January 1, 2019** until **December 31, 2020**, after which the space will be subjected to bidding (*as per Sec. 533 of the General Accounting and Auditing Manual*).

- j. The LESSEE, at his own expense, 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.

- k. 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, except upon written permission from the LESSOR, through the UPLB-BAO (Business Affairs Office), and only of such size, style and content as the LESSOR may authorize in conformity with such rules and regulations as the LESSOR may, from time to time, prescribe.
- l. 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.
- m. All utilities and services furnished to 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 utilities and services shall be excluded in 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 LESSOR.
- n. LESSEE shall arrange with the University Planning and Management Office (UPMO) for the installation of meters for electricity and/or water and grease trap. LESSEE shall provide his own electric and/or water sub-meters and grease trap. 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 **FIVE THOUSAND PESOS (P 5,000.00)** to UPMO.

- o. 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 from the University Health Service. The medical certificates of the food handlers with their corresponding photos shall then be submitted to the Business Affairs Office;
- p. The LESSEE, its employees/food handlers shall have attended a food safety training/seminar. Certificate of the said training/seminar must be submitted to BAO. Furthermore, employees/food handlers should wear the attire proposed by the LESSEE and approved by the BAO (uniform, ID, hairnet, mask/mouth guard, closed shoes) and should observe proper hygiene at all times;
- q. 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.
- r. The LESSEE shall be responsible for securing LESSEE's equipment in the leased premises, holding the LESSOR free from all responsibility thereon.
- s. 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.
- t. The LESSEE shall not sell liquor, alcoholic beverages, cigarettes and other prohibited/restricted substances;
- u. The LESSEE shall not sell articles as LESSOR may, by written notice, prohibit/restrict LESSEE from dispensing from time to time;
- v. 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 LESSOR.
- w. The LESSEE shall observe all applicable policies, rules and regulations of the University.
- x. The Lessee shall allow the LESSOR, through its duly authorized agent(s) and representatives to visit/inspect the leased premises during reasonable hours of the day to check compliance with the provisions of contract.
- y. The effectivity 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 higher bidder or conduct rebidding.
- z. 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.
- aa. 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, 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.

bb. 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 expiration or termination of this lease.

DATE OF BIDDING: **November 27, 2018 (Tuesday) at 11:00 am**

FOR CLARIFICATIONS/INQUIRIES: Landline No. (049) 536-2314

Bid forms available at the Business Affairs Office or print this form. Indicate your bid and submit on or before **November 27, 2018 (Tuesday), 11:00 am** at the Business Affairs Office (BAO).

Bid Form (NCAS-Annex 2)

Name of Bidder:

(signature over printed name)

Name of Business/Address:

Contact Number(s):

Checklist of pre-qualification requirements submitted:
(Submission: Nov. 15 to Nov. 26, 2018)

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2. DTI Registration/SEC Registration
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7. Valid ID (with picture and signature)

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

NCAS –Annex 2

