



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

12 November 2018

ANNOUNCEMENT
Available Space at the SU BUILDING
(Stall #4- Basement)

The University of the Philippines Los Baños is inviting interested entrepreneurs to bid for an available commercial space (Stall #4 - Basement) at the Student Union (SU) Building. (*please see attached layout*)

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

1. DTI Registration/SEC Registration
2. Mayor's Permit
3. Information on existing Photocopying Business
4. 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 baa@uplb.edu.ph , baa.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 22, 2018 (Thursday), 2:00 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

Student Union (SU) Building
Stall #4 – Basement

FLOOR PRICE: P 4,800.00

- a. The area: approx. 32 sq.m (8m x 4m) 6 sq.m
- b. LESSEE agrees that the leased premises shall be used and occupied solely as a space to **operate a service-oriented business (please specify on a separate sheet of paper the nature of service intended and estimated prices)** and shall be used exclusively for the said purpose / specified services 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. 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-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.
- e. In addition to the security deposit, LESSEE shall pay advance rental equivalent to one (1) month rental upon signing the contract.
- f. Further, a **BOND DEPOSIT of TWO THOUSAND PESOS (P2,000.00)** is required.
- g. The LESSEE shall pay LESSOR without need of demand a minimum monthly rental of (**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. There shall be a minimum 5% increase per annum on the monthly rental on the leased premises.
 - j. The Lease Contract shall be for a period of **TWO (2) YEARS**. Should the LESSEE opt not to operate during the school break (January, June, July and December), a formal letter request must be submitted to the Business Affairs Office for approval of the director.
 - k. 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 **December 1, 2018** until **November 30, 2020**, after which the space will be subjected to bidding (*as per Sec. 533 of the General Accounting and Auditing Manual*).
 - l. The LESSEE, at his own expense, may be allowed to make alterations, additions or improvements in or upon the leased premises consistent to its needs, upon prior written consent from LESSOR through the Business Affairs Office.
 - m. 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.
 - n. 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 Business Affairs Office) and of such size, style and content as the LESSOR may determine, conforming with such rules and regulations as the LESSOR may, from time to time, prescribe.
 - o. All utilities and services furnished to the premises for the term of this lease, including electricity and water, whichever is applicable, shall be on the account of the LESSEE, the total cost shall be exclusive in the monthly rental and shall be paid separately by the 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 on the account of the LESSEE, and shall not be deducted or applied to the rental due to LESSOR.
 - p. LESSEE shall arrange with the University Planning and Management Office (UPMO) for the installation of meters for electricity and/or water. LESSEE shall provide his 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 **FIVE THOUSAND PESOS (P 5,000.00)** to UPMO.

- q. LESSEE shall ensure its employees are in good physical health and are free from communicable diseases which can be transmitted to customers. All employees of the LESSEE shall secure medical fitness certificates from the University Health Service. The medical certificates of the employees with their corresponding photos shall then be submitted to the Business Affairs Office;

Furthermore, the LESSEE, its employees should wear the attire proposed by the LESSEE and approved by BAO and should observe proper hygiene at all times (uniform, ID, closed shoes).

- r. The LESSEE shall keep the premises clean at all times and shall not allow any activity that will cause disturbance or nuisance to the surrounding area.
- s. The LESSEE shall be responsible for securing LESSEE's equipment in the leased premises, holding the LESSOR free from all responsibility thereon.
- t. 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 and the LESSOR shall not be held liable for any damage that the LESSEE may incur in his business.
- u. The LESSEE shall have at least one (1) unit of fire extinguisher within the leased premises, readily available at all times.
- v. The LESSEE shall not sell liquor, alcoholic beverages, cigarettes and other prohibited/restricted substances;
- w. 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.
- x. The LESSEE shall obey and observe all applicable policies, rules and regulations of the University.
- y. 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.
- z. The effectivity of the Lease Contract shall be **5 working days after the awarding**, failure to the process 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.
- aa. The Lease Contract will automatically be terminated in case LESSEE failed 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.
- bb. 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.

cc. 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 lease.

DATE OF BIDDING: **November 22, 2018 (Thursday) / 2:00 pm**

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

Bid forms are available at the Business Affairs Office or print above form. Indicate your bid and **submit before** November 22, 2018 at the Business Affairs Office (BAO)

Checklist of pre-qualification requirements submitted:

1. Letter of Intent addressed to the Director of Business Affairs Office
2. DTI Registration/SEC Registration
3. Mayor's Permit
4. Information on existing photocopying business.
5. The Agency or Person should not have done any act of inimical to the interest of UPLB, its students, employees and other agents, and properties. The Agency or Person should submit to UPLB a certification under oath as to this requirements and other evidence to this effect.
6. 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

Basement of Student Union (SU) Building

