



BUSINESS AFFAIRS OFFICE

TERMS AND CONDITIONS

Lease of Available Commercial Space at KSU Main Campus Multi-Purpose Building

1. Floor Price: Php5,000.00
2. Area, location and transaction type

LOCATION	AREA	TRANSACTION TYPE
Multi-Purpose Building, KSU Main Campus, National Highway, Purok 6, Bulanao, Tabuk City, Kalinga	1.944m per stall	Office Supplies

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

OFFICE SUPPLIES STORE

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 LESSEE’s principal purpose/business and not for any other purpose;

4. 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.
5. The effectivity of the Lease Contract shall be **5 working days after the awarding**. Failure to process the necessary documents/requirements within **2 weeks** after the contract is awarded shall invalidate the award and shall give the right to LESSOR to award the contract to the next highest bidder or conduct rebidding.
6. The LESSEE shall pay the LESSOR without need of demand a minimum monthly rental of **PLEASE INDICATE BID AMOUNT (Php)** on or before the 25th day of the current month. After the first year, the monthly rental shall be subject to an increase of 5% on the existing rental rate until the contract expires.
7. The Lease Contract shall be for a period of **One (1) Year**. The Lease Contract shall be effective from **March 2, 2020 until March 1, 2021**, after which the space will be subjected to bidding (as per Sec. 533 of the General Accounting and Auditing Manual).
8. Payment shall be made at the KSU Main Campus Cashier’s Unit where LESSEE shall be issued an Official Receipt and shall furnish a copy to the BAO Auxiliary Office.
9. Five days after the Lease Contract has been awarded, LESSEE shall pay in advance to the KSU Main Campus Cashier’s Unit the amount of Ten Thousand Philippine Pesos (Php10,000) as a **SECURITY DEPOSIT** equivalent to Two (2) month’s rentals as a guarantee to secure the faithful compliance by LESSEE of all the covenants and conditions of the Contract and to answer for damages and other monetary liabilities or obligations of the LESSEE under the Contract.
10. The 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 the LESSEE pre-terminate the Contract of Lease prior to the agreed expiration date for whatever cause or reason, unless, thirty (30) days prior written notice is served to LESSOR through the Business Affairs Office Auxiliary Unit. Further, any debt or obligation owed by LESSEE to LESSOR in excess of the security deposit at the time of the expiration or pre-termination of the Contract shall constitute a lien on the personal properties of the LESSEE found on the leased area.
11. Failure of the LESSEE to pay the monthly rental within the time prescribed, a surcharge of ten percent (10%) per month shall be imposed on the unpaid rental until fully paid.



12. The Lease Contract will automatically be terminated in case LESSEE fails to pay the monthly rental for TWO (2) consecutive months.
13. The LESSEE shall arrange with the University Planning and Strategy Office (UPSO) for the installation of appropriate meters for electricity and/or water. LESSEE shall provide his own electric and/or water sub-meters. LESSEE shall pay a **BOND DEPOSIT** amounting to **THREE THOUSAND PESOS (P3,000.00)** as security for non-payment of utilities to (UPSO). For two months non-payment of either water or electricity, UPSO shall cut-off supply two days from LESSEE's receipt of notice from UPSO.
14. The LESSEE, at LESSEE's own expense shall be allowed to make alterations, additions or improvements in or upon the leased premises consistent with the LESSEE's needs, provided that LESSOR's prior written consent thereon is secured through the Business Affairs Office (BAO).

Any such alterations, additions or improvements of a fixed nature shall, at the expiration or pre-termination of the lease, become the property of the LESSOR without obligation to reimburse 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.
15. All repairs of the Leased Property necessary to preserve and maintain it in good, serviceable and fit condition during the effectivity of the Contract shall be for the sole account of the LESSEE.
16. Upon the expiration or pre-termination of Contract, the LESSEE shall, within a period of **15 days** remove any movable property or improvement introduced in the leased premises without causing damage thereto. Provided that, the LESSEE has no outstanding obligation to the University.
17. 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.
18. The LESSEE shall allow the LESSOR, through its duly authorized agent(s) and representative(s), 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.
19. The LESSEE shall provide segregated waste cans in the leased premises and be responsible for the cleanliness and maintenance of the leased area at all times during the period covered by the contract in a manner compatible with its surrounding academic environment; LESSEE should also keep its lights open at all times at night when in operation.
20. The LESSEE shall control its personnel, unless on official business from loitering around other offices within campus. Further, the LESSEE shall not allow any activities that will cause disturbance or nuisance to the surrounding areas; Provided further, that no employee sleeping quarters shall be installed/set up within the leased premises.
21. The LESSEE shall ensure its employees are in good physical health and are free from communicable diseases which can be transmitted to its customers. All employees of the LESSEE shall secure medical fitness certificates from the University Medical Services Office. The medical certificates with the corresponding photo shall 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 always observe proper hygiene.

Food business: uniform, ID, hairnet, closed shoes
Non-food business: uniform, ID, closed shoes



Republic of the Philippines
KALINGA STATE UNIVERSITY
BIDS AND AWARDS COMMITTEE
National Highway, Purok 6, Bulanao, Tabuk City, Kalinga
Website: <https://ksu.edu.ph> Email: procurementservice_bac@ksu.edu.ph Tel.No.: (074)6275321

22. 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.
23. The LESSEE shall pay for any loss or destruction caused on the leased premises resulting from the fault or negligence of the LESSEE or any person under LESSEE's control or supervision, but the LESSOR shall not be held liable for any damage that the LESSEE may incur resulting from business operations.
24. The LESSEE shall pay for the use of common service facilities (e.g. telephone, internet services, security services) at their prevailing usage rates, which shall be computed based on the formula prescribed by the LESSOR for non-KSU users, in the absence of appropriate meters.
25. The LESSEE shall be responsible for the security of the leased premises and its equipment, holding the LESSOR free from all responsibility thereon. Likewise, the LESSEE shall, at LESSEE'S own expense provide two (2) units fire extinguisher to be kept in the leased area.
26. The LESSEE shall not allow the storage of any hazardous, inflammable, or illegal materials and such other materials prohibited in the premises by the LESSOR.
27. The LESSEE shall not sell articles as LESSOR may, by written notice, prohibit/restrict LESSEE from dispensing from time to time.
28. The LESSEE shall obey University regulations, particularly those involving the use of University premises, which shall always be observed and enforced within the leased premises.
29. The LESSEE shall allow the LESSOR, through its duly authorized agent(s) and representative(s), to inspect any time the leased premises.
30. The LESSEE shall pay for all taxes, licenses, and fees imposed by and payable to the government in connection with the operation of LESSEE's business, which shall not be deducted from or applied to the rental due to the LESSOR.
31. The LESSEE shall furnish the BAO with a copy of the official receipt for the payment of LESSEE's monthly rental, within five (5) days after due date, for recording and monitoring purposes.
32. The LESSEE shall signify intention to offer **a bid no later than one (1) month** prior to its expiration, but the LESSOR reserves the right to accept or reject it or to deal with the premises in any other manner it deems fit.
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 in the contract. 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 in the contract, 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.



35. The LESSEE shall hold LESSOR free and harmless from liability to any party. LESSOR is not liable for any damage suffered by third parties due to the operation of business of the LESSEE.
36. The LESSEE shall be charge of storage fee in case LESSEE fails to retrieve his properties and/or sell the same for payment of storage fee. The remainder of the proceeds of the sale after deducting the amount of storage fee shall be given to LESSEE.

I hereby certify to comply with all the above Terms and Conditions.

Name of Company/Bidder

Signature Over Printed Name
of Representative

Date

Please print the Terms and Conditions and sign each page together with the Bid Form.