PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

www.phcc.gov.ph
queries@phcc.gov.ph
(+632) 8771 9722
(+632) 8771 9713

JOB ORDER

1 Supplier/Provider:	DUKE & DUCHESS REALTY & DEVELOPMENT CORP.	2 J. O. Number	2022-12-0240
		Date	19 December 2022
Address	Pink Walters Building, Quimpo Blvd., cor Sandawa Rd., Door 219 2/F, Ecoland Drive, Dabaw, Davao del Sur	P.R. No.	2022-09-0170
Tel /Fax No	082-2285957	Date	19 September 2022
TIN	: 006-503-334-000	Mode of Procurement	53.10 Lease of Real Property or Venue

3 Gentlemen:

Please furnish this Office the following articles subject to the terms and conditions contained herein

Item No.	Stock No.	Qty	Unit	Item Description	Cost (PhP) Unit	Cost (PhP) Total
1	1	1	Lot	**Lease of Workstation for the Temporary Investigation and Collaboration Station (I-Station) of the Philippine Competition Commission in Davao City**	422,697.24	422,697.24
				(Please see attached Conformed Terms of Reference)		

Amount in Words:	Total:	~~422,697.24~~
Four Hundred Twenty-Two Thousand Six Hundred Ninety-Seven Pesos and 24/100	***Subject to Applicable Taxes**	
	GROSS	**422,697.24**

4 Place of Delivery: **Please see attached Terms of Reference** Delivery Term: [ ] Pick-up [x] **Please see attached Terms of Reference.**

Date of Delivery/Completion: Payment Term: [ ] - COD [x] **Please see attached Terms of Reference.**

Note: All materials replaced during the repair job shall be surrendered upon delivery of equipment to facilitate processing of payment. Unless otherwise indicated, the above terms and conditions are deemed accepted and form part thereof.

5 Penalty Provision:

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Very truly yours,

Conforme:

RACHELLE M. BOTERO
Building and Marketing in Charge, Duke & Duchess Realty & Development Corp.
Date: 23 December 2022

KENNETH V. TANATE, PhD
Executive Director and
Head of the Procuring Entity
Date:

6 Funds Available :

REUBEN JONATHAN P. MONTENEGRO
Chief Accountant

7 Amount : ₱422,697.24 ALOBS No.:
Date :

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North Avenue, Quezon City 1105
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NOTICE OF AWARD

19 December 2022

MS. RACHELLE M. BOTERO
Building and Marketing in Charge
Duke & Duchess Realty & Development Corp.
Pink Walters Bldg., Quimpo Blvd., cor Sandawa Rd,
Door 219 2/F, Ecoland Drive
Dabaw, Davao del Sur

Dear **Ms. Botero:**

The Philippine Competition Commission (PCC) is hereby awarding the contract for the ***Lease of Workstation for the Temporary Investigation and Collaboration Station (I-Station) in Davao City*** to ***Duke & Duchess Realty & Development Corp.*** with the total amount of ***Four Hundred Twenty-Two Thousand Six Hundred Ninety-Seven Pesos and 24/100 (PhP422,697.24),*** inclusive of all applicable taxes.

In this regard, **Duke & Duchess Realty & Development Corp.** is hereby advised to enter into a contract with PCC immediately from receipt of this notice. Failure to enter into the said contract shall constitute sufficient ground for cancellation of this award.

Thank you.

Very sincerely,

KENNETH V. TANATE, PhD
Executive Director and
Head of the Procuring Entity

Conforme:

RACHELLE M. BOTERO
Date: 23 December 2022

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PURCHASE REQUEST

1

Office : **Office of the Executive Director**
Division: _____

PR No. : **2022-09-0170** Date. : **19 September 2022**
WFP Code: **OED-11**

Item No.	Stock No.	Unit	Item Description	Quantity	Estimated Cost	
					Unit	Total
1		Lot	**Lease of Workstation for the Temporary Investigation Station (i-Station) of the Philippine Competition Commission in Davao City**	1	₱792,000.00	₱792,000.00

2

■ - Lot Purchase ☐ - Per Item Purchase — Total Estimate: **₱ 792,000.00**

Purpose : *Provision of office space for the PCC i-Station in Davao City*
Source of Fund : GAA
End-User(s) : OED
Name of Property (in case of repair) : _____ Plate No./Serial No.: _____
Mode of Procurement per APP: **NP-53.10 Lease of Real Property and Venue**

The aforementioned supplies are : ■ Included in the Annual Procurement Plan
☐ Available at PS-DBM ■ Not available at PS-DBM

3

The amount of **PhP792,000.00** has been earmarked in our **FY 2022 Appropriations** pursuant to Republic Act No. **11639** with Availability of Allotment No. **2022-11-0523** valid from **29 November to 31 December 2022**.

The actual obligation for this transaction through issuance of ORS, delivery of goods and services, inspection and payment shall be made not later than 31 December 2023 pursuant to Section 68 of the FY 2022 GAA General Provisions.

BERNARD L. TINONAS
Chief, Budget Division

	4 Requested By:	5 Approved/Certified By:
Signature		
Printed Name	**JOHN HUBERT M. GUAMOS**	**KENNETH V. TANATE, Ph.D.**
Designation	Executive Assistant III	Executive Director
	Date: 17 November 2022	Date: 17 November 2022

Reviewed/Cleared by: _____ Date: _____

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TERMS OF REFERENCE

LEASE OF WORKSTATION FOR THE TEMPORARY INVESTIGATION (I-STATION) OF THE PHILIPPINE COMPETITION COMMISSION IN DAVAO CITY

I. RATIONALE

The Philippine Competition Commission (PCC), an independent quasi-judicial body created by virtue of Republic Act (RA) No. 10667, otherwise known as the Philippine Competition Act, is mandated to promote and maintain market competition by regulating anti-competitive agreements, abuse of dominant position, and anti-competitive mergers and acquisitions.

PCC has encountered various challenges in the following areas of operation: responding more effectively to various queries on market competition; facilitating merger reviews on transactions involving markets in the Northern and Southern Luzon, Visayas, and Mindanao; conducting investigation on competition cases in said areas; coordinating with concerned regional government agencies; and promoting a culture of competition among firms and the general public.

To address these challenges, the PCC shall establish an Investigation Station (i-Station) in Davao City consistent with the objective to enhance consumer welfare and improve market efficiency throughout the country.

The proposed i-Station shall serve as temporary PCC workstation in Davao City to facilitate the following:

a. conduct of investigation work, field mission, surveillance interviews, and networking;
b. conduct of market monitoring;
c. provision of response to competition-related queries, as far as practicable; and
d. collaboration and partnership with other government agencies and private sector.

II. MINIMUM SPECIFICATIONS

Provision	Statement of Compliance (indicate "Compliant")
The office space to be leased shall be assessed in accordance with the following rating factors as	Compliant

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Provision	Statement of Compliance (indicate "Compliant")
stipulated under Appendix "B" of Annex "H" of the RIRR of RA 9184: **A. Location and Site Condition** 1. **Availability and Accessibility** – The office space must be available from 01 January to 31 December 2023. The property/ room must be located within Davao City and is accessible to pedestrians and by public transport, such as, but not limited to, PUJs and Taxis. 2. **Topography and Drainage** – The property must have an adequate and properly installed drainage system. The building should be located on flood-free areas. 3. **Land classification, utilization, and assessment** – The leased office shall be located in an area classified as a commercial or mixed-use area.	Compliant Compliant Compliant
B. Neighborhood Data 1. **Estimated Prevailing Rental Rate** – The total monthly rental rate of the leased office shall not exceed One Thousand Six Hundred Pesos (PhP1,600.00) per square meter, inclusive of office space monthly rental, monthly utilities such as electricity, water, security services, internet connection and janitorial services inclusive of VAT and other taxes fees and charges. 2. **Sanitation and Health Condition** –The leased office shall be located in an area with proper disposal facilities and compliance with health and sanitation standards in accordance with applicable laws. 3. **Adverse Influence** – The property must be free from unauthorized personnel (e.g., informal settlers, those with adverse claims to the property/room). 4. **Property Utilization** – The property is best suited for office building.	Compliant Compliant Compliant Compliant

Provision	Statement of Compliance (indicate "Compliant")
5. **Police and Fire Stations** – The property must be located nearby to police station and fire stations.	Compliant
6. **Banking/Postal/Telecommunication** – Any banks, post office, internet and/or telecommunication service centers shall be within close proximity of the leased office.	Compliant
C. Real Property	
1. **Structural Condition** – The building is designed and constructed consistent with the Building Code of the Philippines and should not be more than five (5) years old from the date of completion.	Compliant
2. **Functionality**	
a. **Module** – The property/room shall be free from any obstruction to maximize the office space.	Compliant
b. **Circulation** – Overall movement people connecting to the building such as entrances, lobbies, stairs, and so on.	- Compliant
c. **Light and ventilation** – The building must have proper lighting and ventilation system.	- Compliant
d. **Space Requirements** – The property/room must be adequate for the PCC's requirement of at least 25 square meters. The room shall be able to accommodate a minimum of five (5) personnel.	- Compliant
3. **Facilities**	
a. **Water supply and toilet** – Provision of water and PWD-friendly comfort room with lavatories for PCC personnel and clientele and visitors.	- Compliant
b. **Lighting system** – The leased office shall have adequate lighting system.	- Compliant
All electrical fixtures, convenience outlets, and switches must be in good working condition at the time of transfer; All electrical components within the	- Compliant

Provision	Statement of Compliance (indicate "Compliant")
property/room shall meet the electric load requirements provided for by the service provider c. **Fire escapes** – The leased office shall have access to a nearby fire escape/exit. d. **Firefighting equipment** – The leased office shall have an installed fire sprinkler system and smoke detector/s connected to a fire detection alarm system.	- Compliant - Compliant
D. Free Services and Facilities: a. **Janitorial and Security** – The building shall have janitorial services for maintenance of common areas and a regular garbage disposal system. b. **Air Conditioning** – The building owner shall undertake the repair of air-conditioning units, as may be necessary. c. **Repair and maintenance** –The building owner shall undertake the repair of the water pipes and drainage, electrical fixtures and back-up power, as may be necessary.	- Compliant - Compliant - Compliant
E. Qualification The Lessor must be a reputable real estate developer and has been in the business for at least five (5) years.	- Compliant

III. QUALIFICATION

The Lessor must be a reputable real estate developer and has been in the business for at least five (5) years.

IV. DURATION OF THE CONTRACT

The lease term shall be for a period **01 January 2023** to **31 December 2023.**

The Contract may be renewed in accordance with Annex "H" of R.A. No. 9184 and its RIRR.

V. APPROVED BUDGET FOR THE CONTRACT

The approved budget for the contract shall be **Seven Hundred Ninety-Two Thousand Pesos (PhP 792,000.00)**, inclusive of all applicable government taxes and other charges such as office space rental, common use service area (CUSA), bonds and utilities.

VI. HAND-OVER DATE

The PCC shall be granted access to the area for lease upon issuance of the Notice of Award for purposes of preparing the plan for occupancy and transfer of supplies, property and equipment. Handover of the area for the actual occupancy of the space shall be subject to the successful signing of the contract.

VII. ALTERATIONS

The PCC, subject to Lessor's approval, shall have the right to introduce improvements to the leased office and employ its own contractors to implement such improvements.

VIII. NAMING AND SIGNAGE

The PCC shall be allowed to put or install appropriate signage/s. The PCC acknowledges that all signage locations and plans are subject to final approval of Lessor, whose approval should be issued within a reasonable period of time.

IX. MODE OF PROCUREMENT

The mode of procurement shall be through Negotiated Procurement under Section 53.10 (Lease of Real Property and Venue) of the RIRR of RA 9184.

X. EVALUATION CRITERIA

The bidder shall be evaluated in accordance with the applicable rating factors provided in Annex "A" of this TOR, and in accordance with Appendix "B" of Annex "H" of the RIRR of RA 9184. The bid is determined to be responsive if it is equal or higher than the hurdle rate of 80%.

XI. TERMS OF PAYMENT

1. Payment

Payment shall be made no later than fifteen (15) calendar days upon receipt of the billing statement/statement of account from the Lessor for the applicable rental period including complete documents and Certificate of Satisfactory Service Rendered issued by the PCC Office of the Executive Director.

2. Advance Deposit

Payment of deposits shall be made within thirty (30) days after signing of the contract in the amount equivalent to not more than three (3) months' basic rent of the leasing period, which may be applied to the payment of rentals in

anticipation of or negotiation for the termination of the contract applicable to the last three (3) months of the leasing period.

3. **Security Bond**

Security bond shall be equivalent to not more than three (3) months' basic rent and construction bond shall be equivalent to not more than one (1) month's rent, if any.

Payment of security bond shall be made within thirty (30) days after the signing the contract and to be refundable without interest within sixty (60) days after the expiration or termination of the contract.

XII. LIQUIDATED DAMAGES

In case of delay in the delivery of expected service, the amount of the liquidated damages shall be at least equal to one-tenth (1/10) of one percent (1.00%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the PCC shall rescind the contract, without prejudice to other courses of action and remedies open to it.

XIII. DISPUTE RESOLUTION

Should there be any dispute related to the contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in order of application. The venue of the proceedings shall be in Quezon City.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

Any amendment or additional terms and conditions must be in writing, signed and acknowledged by the Parties.

Approved by:

KENNETH V. TANATE, PhD
Executive Director

Conforme:

Rachelle M. Botero

Signature Over Printed Name of Lessor's Authorized Representative

Building Admin & Marketing Incharge

Designation / Position

Duke & Duchess Realty & Development Corp.

Name of Company

082-7285957 / 09227973080

Contact Details