



EMBASSY OF THE REPUBLIC OF THE PHILIPPINES
フィリピン 共和国 大使館
TOKYO, JAPAN

BIDS AND AWARDS COMMITTEE

BAC RESOLUTION NO. 2025-004

**RESOLUTION RECOMMENDING, BY REFERENDUM, THE AWARD OF CONTRACT
THROUGH GPPB RESOLUTION NO. 28-2017 FOR THE AWARD TO AKITEM CO. LTD.
FOR THE PROCUREMENT FOR THE LEASE OF A GENERATOR AND GASOLINE
REFUELING FOR THE OFFICIAL RESIDENCE**

WHEREAS, the Embassy undertook works to upgrade the electrical capabilities of the Official Residence of the Philippine Ambassador to Japan, otherwise known as the "Kudan", into high voltage by installing a high voltage cubicle, commencing from January 2025 until the projected completion of the work on March 2025, under Bids and Awards Committee (BAC) Resolution No. 2024-010 dated 26 April 2024;

WHEREAS, the Embassy was informed that the work will require frequent power interruptions, and power blackouts for specific days in the Kudan to properly install the high voltage cubicle;

WHEREAS, the Embassy has a number of diplomatic events and receptions scheduled at the Kudan during the high voltage cubicle installation period, thus, there is a need to ensure that the Kudan will have an uninterrupted access to power during such period, commencing from 31 January to 30 April 2025;

WHEREAS, the Embassy requires services of a qualified contractor capable of leasing a generator and providing gasoline refueling for the Official Residence of the Ambassador, since undertaking such lease will be significantly more cost-effective than relocating the Ambassador's household and leasing private venues in Japan for the Embassy's diplomatic receptions and events scheduled during the high voltage cubicle installation period;

WHEREAS, the lease of a generator and gasoline refueling for the Official Residence, with an Approved Budget for the Contract (ABC) of **Four Hundred Fifty Thousand Japanese Yen (JPY450,000.00)** is included in Post's Annual Procurement Plan for Fiscal Year 2025, chargeable against the funds for Maintenance and Other Operating Expenses (MOOE);

WHEREAS, under the "*Guidelines for the Procurement of Goods and Services, Infrastructure Projects, and Consulting Services to be Procured and Performed Overseas,*" as approved under GPPB Resolution No. 28-2017 dated 31 July 2017, the procurement of any goods, services, infrastructure or consultancy project, regardless of amount, can be conducted by sending out Requests for Quotations (RFQ) to at least three (3) suppliers,

contractors or consultants of known qualifications, and receipt of one (1) quotation would be sufficient to recommend award of the project;

WHEREAS, under the same Guidelines, Foreign Service Posts are no longer required to post their procurement activities on the PhilGEPS website until the corresponding facility has become available through the PhilGEPS Modernization Project, and the requirement of advertisement of procurement projects through newspapers have been dispensed with, as well as documentary requirements are relaxed to take into consideration the usual trade and business practices of the host country;

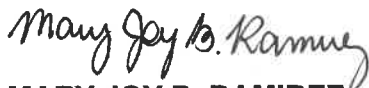
WHEREAS, for the lease of lease of a generator and gasoline refueling for the Official Residence, the Philippine Embassy requested quotations from reputable companies, namely AKITEM Co. Ltd., the Aircon Plant Industries Co. Ltd. and BB Kensou Co. Ltd.;

WHEREAS, **AKITEM Co. Ltd. submitted the lowest calculated and responsive bid** in the amount of **Four Hundred Thousand Japanese Yen (JPY400,000.00)**. The Aircon Plant Co. Ltd. submitted a bid of Four Hundred Twenty Thousand Japanese Yen (JPY420,000.00) and BB Kensou Co. Ltd. submitted a bid of Four Hundred Fifty Thousand Japanese Yen (JPY450,000.00);

NOW, THEREFORE, in light of the foregoing considerations, **WE**, the Members of the Bids and Awards Committee, hereby **RESOLVE** to **RECOMMEND** to the Head of the Procuring Entity (HOPE) of the Philippine Embassy in Tokyo, Japan, to award the contract for the procurement for lease of lease of a generator and gasoline refueling for the Official Residence, to **AKITEM Co. Ltd.** for the total amount of **Four Hundred Thousand Japanese Yen (JPY400,000.00)**, including taxes and other lawful charges.

Adopted this 20th day of January 2025 in Tokyo, Japan.


CHRISTIAN L. DE JESUS
Chairperson

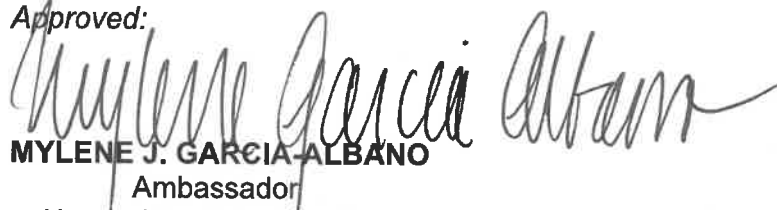

MARY JOY B. RAMIREZ
Vice Chairperson


JAN KENNETH E. BOLANTE
Member


ALVIN C. MALASIG
Member


DARELL ANN R. ARTATES
Member

Approved:

A handwritten signature in black ink, reading "Mylene Garcia Albano", written in a cursive style.

MYLENE J. GARCIA-ALBANO

Ambassador

Head of the Procuring Entity

Date Approved: 20 January 2025

NOW, THEREFORE, in light of the foregoing considerations, WE, the Members of the Bids and Awards Committee, hereby **RESOLVE** to **RECOMMEND** to the Head of the Procuring Entity (HOPE) of the Philippine Embassy in Tokyo, Japan, to award the contract for the procurement for lease of lease of a generator and gasoline refueling for the Official Residence, to **AKITEM Co. Ltd.** for the total amount of **Four Hundred Thousand Japanese Yen (JPY400,000.00)**, including taxes and other lawful charges.

Adopted this 20th day of January 2025 in Tokyo, Japan.


CHRISTIAN L. DE JESUS
Chairperson


MARY JOY B. RAMIREZ
Vice Chairperson


JAN KENNETH E. BOLANTE
Member


ALVIN C. MALASIG
Member


DARELL ANN R. ARTATES
Member

Approved:

MYLENE J. GARCIA-ALBANO
Ambassador
Head of the Procuring Entity
Date Approved: 20 January 2025

NAME	INITIALS
Consul AO FG Quintin BAC-Secretariat, Head	
CO JC Disomimba BAC Secretariat, Member	
PO JR San Jose BAC Secretariat, Member	



EMBASSY OF THE REPUBLIC OF THE PHILIPPINES
フィリピン 共和国 大使館
TOKYO, JAPAN

NOTICE OF AWARD

Date: 22 January 2025

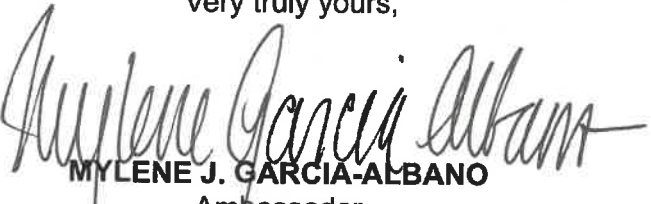
Sir:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Philippine Embassy in Tokyo, Japan, as contained in its Resolution No. 2025-004 dated 20 January 2025, the Philippine Embassy in Tokyo is awarding the following procurement to **AKITEM Co. Ltd.**:

Product/Service	Total Cost (inclusive of taxes and other lawful charges)
Procurement for the lease of a generator and gasoline refueling for the Official Residence	Four Hundred Thousand Japanese Yen (¥400,000.00)

Implementation of the above is subject to existing accounting and auditing requirements and the signing of a contract.

Very truly yours,


MYLENE J. GARCIA-ALBANO
Ambassador
Head of the Procuring Entity

Mr. KENTARO KOIBUCHI
President
AKITEM Co. Ltd.
Tokyo, Japan

NOTICE OF AWARD

Date: 22 January 2025

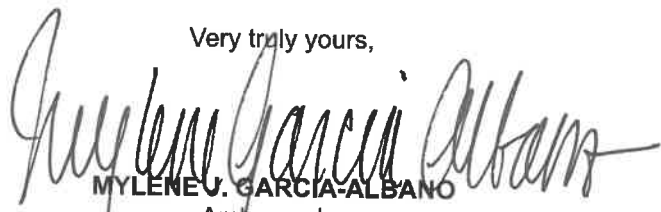
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Product/Service	Total Cost (inclusive of taxes and other lawful charges)
Procurement for the lease of a generator and gasoline refueling for the Official Residence	Four Hundred Thousand Japanese Yen (¥400,000.00)

Implementation of the above is subject to existing accounting and auditing requirements and the signing of a contract.

Very truly yours,


MYLENE U. GARCIA-ALBANO
Ambassador
Head of the Procuring Entity

Mr. KENTARO KOIBUCHI
President
AKITEM Co. Ltd.
Tokyo, Japan

NAME	INITIALS
DCM CL De Jesus BAC Chairperson	uj
CG MJB Ramirez BAC Vice Chairperson	mje
Consul JKE Bolante BAC Member	f
Consul AC Malasig BAC Member	ma
Consul DAR Artates BAC Member	T
Consul and AO FG Quintin BAC Secretariat Head	F
CO JC Disomimba BAC Secretariat, Member	S
PO JR San Jose BAC Secretariat, Member	Jj

**AGREEMENT FOR THE LEASE AND GASOLINE REFUELLING OF GENERATORS FOR
THE OFFICIAL RESIDENCE OF THE AMBASSADOR**

KNOW ALL BY THESE PRESENTS:

This Agreement was made and executed this 23rd day of January 2024 in Tokyo, Japan by and between:

The **EMBASSY OF THE PHILIPPINES TOKYO**, a Philippine Foreign Service Post, with its principal office located at 5-15-5 Roppongi, Minato-ku, Tokyo Japan 106-8537, hereinafter referred to as the "**Embassy**", duly represented by its Ambassador, MYLENE J. GARCIA-ALBANO;

And

AKITEM CO. LTD., a construction company with business address at Higashiyama Bldg. 1-1-2 Higashiyama, Meguro-ku, Tokyo, hereinafter referred to as "**Contractor**", duly represented by its President, Mr. KENTARO KOIBUCHI;

Witnesseth:

WHEREAS, the Embassy undertook works to upgrade the electrical capabilities of the Official Residence of the Ambassador (Kudan) into high voltage by installing a high voltage cubicle, commencing from January 2025 until the projected completion of the work on March 2025, under Bids and Awards Committee (BAC) Resolution dated 26 April 2024;

WHEREAS, the Embassy has been informed that the work will require frequent power interruptions, and power blackouts for specific days in the Kudan to properly install the high voltage cubicle;

WHEREAS, the Embassy has a number of diplomatic events and receptions scheduled at the Kudan during the high voltage cubicle installation period, thus, there is a need to ensure that the Kudan will have an uninterrupted access to power during such period;

WHEREAS, the Embassy requires services of a qualified contractor capable of providing services for the lease and gasoline refuelling of generators for the Official Residence of the Ambassador, hereinafter referred to as the "Project;"

WHEREAS, in compliance with Republic Act No. 12009 or the New Government Procurement Act, the Embassy invited bids for the Project;

WHEREAS, under the "*Guidelines for the Procurement of Goods and Services, Infrastructure Projects, and Consulting Services to be Procured and Performed Overseas,*" as approved under GPPB Resolution No. 28-2017 dated 31 July 2017, the procurement of

any goods, services, infrastructure or consultancy project, regardless of amount, can be conducted by sending out Requests for Quotations (RFQ) to at least three (3) suppliers, contractors or consultants of known qualifications, and receipt of one (1) quotation would be sufficient to recommend award of the project;

WHEREAS, under the same Guidelines, Foreign Service Posts are no longer required to post their procurement activities on the PhilGEPS website until the corresponding facility has become available through the PhilGEPS Modernization Project, and the requirement of advertisement of procurement projects through newspapers have been dispensed with, as well as documentary requirements are relaxed to take into consideration the usual trade and business practices of the host country;

WHEREAS, the Embassy received three (3) quotations, after sending invitations to three service providers;

WHEREAS, the Embassy determined that the Contractor had the single most responsive quotation for the Project, as the Contractor was able to meet all of the technical specifications required for the Project;

WHEREAS, after the conduct of due diligence consistent with Japanese business practices, it was determined that the Contractor was qualified to undertake the Project;

WHEREAS, the Contractor has agreed to undertake the implementation of the Project based on plans/specifications and scope of work, which forms an integral part of this agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

Section 1: SCOPE OF WORK

1. The Contractor, at its own expense, supplying all necessary labor, supervision, materials, management and equipment shall fully undertake the completion of the Project for the Embassy, in accordance with the plans and specifications; scope of work; as well as pertinent laws and regulations, particularly R.A. 9184 and its IRR, R.A. 12009 and its IRR, and GPPB Resolution No. 28-2017, where applicable; applicable local standards, which are hereby made as an integral part of this Agreement;
2. In consideration of the services to be performed and accomplished by the Contractor under this Agreement, the Embassy shall pay the Contractor the contract price in accordance with the terms of payment described in Sections V and VI hereof.

Section 2: TERMS OF REFERENCE

- 1) The company/supplier shall be a qualified service provider / company that is capable of providing the lease and refuelling of generators for the Official Residence, with the following specifications and inclusions:

- A. **Unit:** high voltage power generator;
 - B. **Voltage:** capable of producing 35,000V to 100,000V;
 - C. **Lease Period:** commencing from 31 January to 30 April 2025;
 - D. **Fuel:** gasoline or diesel compatible with the generator unit provided;
 - E. **Language Specifications:** preferably with English instructions or manual – if not possible, provision of instructions or manual in Japanese for translation;
 - F. **Installation and Delivery:** included in the price;
 - G. **Installation Areas:** connections between the high voltage power generator and the Main Residence of the Kudan;
 - H. **Warranties:** contractor shall ensure that the high voltage power generator is in good working condition and fit for the purposes to which it is intended, and is free from any damage or hidden defects; and
 - I. **Replacement Unit:** should the leased unit malfunction during the lease period, through no fault of the Embassy or its employees or residents of the Kudan, the service provider undertakes to provide a replacement unit.
- 2) The Contractor shall submit to the Embassy a post-activity report; and
 - 3) The Contractor shall confer with the Embassy at such frequency and duration as may be necessary to ensure the smooth implementation of the Project.

Section 3: Embassy's Responsibility

1. The Embassy shall be responsible and committed to do the following to wit:
 - a. Designate a Point Person / Supervising Consultant to monitor project implementation, logistics and other related activities during the duration of the Contract;
 - b. Provide the Contractor with any requested information on the finer points of the Project; and
 - c. Receive the ordered items and pay for the contract sum.
2. The Embassy shall, during the duration of this Contract, be committed to cooperate with the Contractor's Team. The Embassy must strive with the Contractor in order to meet project schedules and deadlines.

Section 4: Contract Sum

The Embassy shall pay to the Contractor for the faithful performance and completion of the above undertaking called for under this Agreement the sum of **Four Hundred Thousand Japanese Yen (¥400,000.00)** inclusive of all applicable taxes and other lawful charges, the manner and conditions of payment of which shall be in accordance with Section 5.

Section 5: Manner and Conditions of Payment

1. The following shall be the conditions of payment:

- a. At the option of the Contractor, it may submit a request for payment for completed work by submitting a progress billing coupled with progress report, which shall be certified by the point person authorized by the Embassy; and
- b. The full amount or balance of the contract price shall be paid within a reasonable time from the date the Embassy has certified the Project's completion and the Contractor's submission of all required documents;

2. This Contract Price shall not be subject to modification, except when it is due to work addition or reduction duly approved by the Embassy.

Section 6: Time of Completion

The Contractor shall complete the work on or before 30 April 2025.

Section 7: Support Services

The Contractor shall provide sufficient supervised manpower to assure that the completion time is met.

Section 8. Termination

1. Either party shall have the right to terminate this Agreement after giving thirty (30)-day notice in writing to the other party for any of the following causes:
 - a. Substantial failure on the part of either party in fulfilling its obligations hereunder; or
 - b. Violation of the material conditions, stipulation and covenants of this Agreement and/or attachments hereto.
2. In the event of force majeure resulting in the suspension or delay in delivery, the period shall be extended by a period commensurate to that of the period of suspension by reason of force majeure. If such event continues for a period of more than thirty (30) days after notice has been given thereof, the parties hereto agree to mutually decide the manner of proceeding or termination of this Agreement.
3. The above notwithstanding, the parties may terminate this Agreement upon mutual consent in writing.
4. In the event of termination of this Agreement for any of the reasons stated in Section 1 (a) and 1 (b) above, or for any reason whatsoever, Contractor shall be entitled to retain such amounts due for services already rendered and/or products already installed/produced for the Project.

Section 9: General Conditions

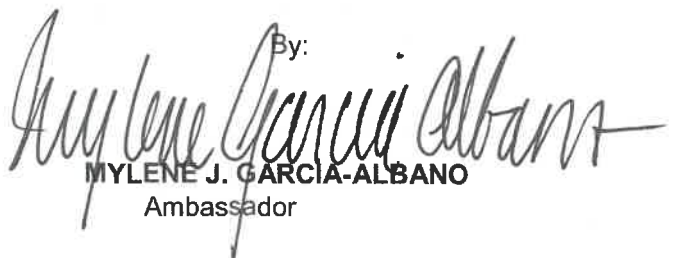
1. All procurement and payments under this Agreement shall be subject to existing government accounting and auditing rules and requirements.
2. Parties further undertake that it and its employees, except as authorized by this Agreement, will not make or permit others to make copies or reproduce any such confidential data or information referred to above, whether whole or in part, without the prior written consent of the other party.
3. Any claim arising from this agreement shall be first settled amicably through mediation and/or conciliation before resorting to judicial action;
4. If any part of this Agreement is held invalid or unenforceable, the validity and enforceability of the other parts shall not be affected thereby and shall remain in full force and effect.
5. Any notice required to be given by a Party to the other must be given in writing and shall be deemed validly served and duly received when delivered personally, or properly made, (postage prepaid) by registered mail to such other Party concerned at the address appearing herein or such other address/es as may be from time to time be notified for this purpose and any notice personally served shall be deemed to have been served on delivery and in case of registered mail, on the date ten (10) days after posting. The initial addresses of the Parties are set out in this Agreement.
6. This Agreement shall take effect upon signing hereof and shall continue to be in full force and effect unless sooner terminated by either party in writing. Such termination by a party must be served to the other at least thirty (30) days before the date of the intended termination, in accordance with Section 12 of this Agreement.

In witness whereof, the parties hereto signed this Agreement on the date and place first above written.

AKITEM CO. LTD.
Higashiyama Bldg. 1-1-2 Higashiyama,
Meguro-ku, Tokyo , Japan 108-8588

By: 
代表取締役 鯉淵健太郎
KENTARO KOIBUCHI
President

PHILIPPINE EMBASSY, TOKYO, JAPAN
5-15-5 Roppongi, Minato-ku, Tokyo,
Japan 106-8537

By: 
MYLENE J. GARCIA-ALBANO
Ambassador

注文請書

2025年1月23日

フィリピン共和国大使館

御中

工事No.	82407568
工事名称	フィリピン共和国大使公邸 発電機レンタル・給油代
工 期	2025年1月31日 ～ 2025年4月30日
工事場所	東京都千代田区富士見町1-1-1
注文金額	¥400,000.-
本体価格	¥400,000.-
消費税等(10%)	¥0.-
支払条件	竣工引渡月末締翌月末日支払
備 考	弊社発行見積書による

上記の通り注文を御請けいたします。

請負者



東京都目黒区東山1-1-2 東山ビル

株式会社アキテム

代表取締役 鯉 渕 健 太 郎

TEL:03-3760-7701 FAX:03-3760-7709

登録番号:T3013201000211



ORDER ACCEPTANCE NOTE

23 January 2025

TO: EMBASSY OF THE REPUBLIC OF THE PHILIPPINES

Construction No.	82407568
Construction Title	Residence of the Philippine Ambassador Generator rental and refueling costs
Construction Period	31 January 2025 to 30 April 2025
Construction Site	1-1-1 Fujimi-cho, Chiyoda-ku, Tokyo
Order Price	¥400,000.-
Actual Cost	¥400,000.-
Tax	¥0.-
Payment Term	End of month closing To be paid at the end of the following month
Notes	As per our company issued Quotation.

We accept your order as stated above.

ACCEPTED BY:

Higashiyama Bldg. 1-1-2 Higashiyama, Meguro-ku, Tokyo
Akitem Co. Ltd
C.E.O. Kentaro Koibuchi
TEL: 03-3760-7701 FAX: 03-3760-7709
Registration No.: T3013201000211

ORDER NOTE

23 January 2025

TO: AKITEM CO., LTD.

Construction No.	82407568
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Actual Cost	¥400,000.-
Tax	¥0.-
Payment Term	End of month closing To be paid at the end of the following month
Notes	As per our company issued Quotation.

We will place the order as described above, and we kindly request for a submission the order confirmation note, if/when you accept the order.

REQUESTED BY:

Embassy of the Republic of the Philippines
5-15-5 Roppongi, Minato-ku,
Tokyo 106-8537 Japan



注文書

2025年1月23日

株式会社アキテム 御中

工事No.	82407568
工事名称	フィリピン共和国大使公邸 発電機レンタル・給油代
工 期	2025年 1 月31日 ～ 2025年4月30日
工事場所	東京都千代田区富士見町1-1-1
注文金額	¥400,000.-
本体価格	¥400,000.-
消費税等(10%)	¥0.-
支払条件	竣工引渡月末締翌月末日支払
備 考	貴社発行見積書による

上記の通り注文いたしますので、お引き受けの際には、注文請書を提出願います。

注文者

Embassy of the Republic of the Philippines
5-15-5 Roppongi, Minato-ku,
Tokyo 106-8537 Japan



印

注文請書

2025年1月23日

フィリピン共和国大使館

御中

工事No.	82407568
工事名称	フィリピン共和国大使公邸 発電機レンタル・給油代
工 期	2025年1月31日 ～ 2025年4月30日
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支払条件	竣工引渡月末締翌月末日支払
備 考	弊社発行見積書による

上記の通り注文を御請けいたします。

請負者



東京都目黒区東山1-1-2 東山ビル

株式会社アキテム

代表取締役 鯉 渕 健 太 郎

TEL:03-3760-7701 FAX:03-3760-7709

登録番号:T3013201000211





EMBASSY OF THE REPUBLIC OF THE PHILIPPINES
フィリピン 共和国 大使館
TOKYO, JAPAN

NOTICE TO PROCEED

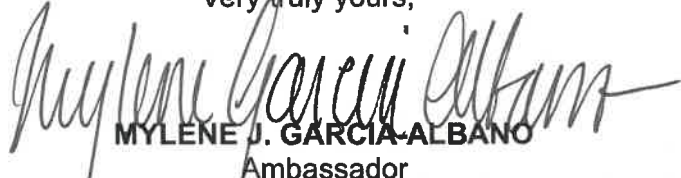
Date: 27 January 2025

Sir:

Please be informed that pursuant to the Notice of Award dated 22 January 2025 issued by the Philippine Embassy in Tokyo, **AKITEM Co. Ltd.** is hereby engaged for the lease of a generator and gasoline refueling for the Official Residence, for the service period of 31 January to 30 April 2025, for the total amount of **Four Hundred Thousand Japanese Yen (¥400,000.00)**, inclusive of taxes and other lawful charges.

This Notice is being issued in accordance with the requirements of Republic Act No. 9184 or the "Government Procurement Reform Act".

Very truly yours,


MYLENE J. GARCIA-ALBANO
Ambassador
Head of the Procuring Entity

Mr. KENTARO KOIBUCHI
President
AKITEM Co. Ltd.
Tokyo, Japan

NOTICE TO PROCEED

Date: 27 January 2025

Sir:

Please be informed that pursuant to the Notice of Award dated 22 January 2025 issued by the Philippine Embassy in Tokyo, **AKITEM Co. Ltd.** is hereby engaged for the lease of a generator and gasoline refueling for the Official Residence, for the total amount of **Four Hundred Thousand Japanese Yen (¥400,000.00)**, inclusive of taxes and other lawful charges.

This Notice is being issued in accordance with the requirements of Republic Act No. 9184 or the "Government Procurement Reform Act".

Very truly yours,

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Ambassador
Head of the Procuring Entity

Mr. KENTARO KOIBUCHI
President
AKITEM Co. Ltd.
Tokyo, Japan

NAME	INITIALS
DCM CL De Jesus BAC Chairperson	
CG MJB Ramirez BAC Vice Chairperson	
Consul JKE Bolante BAC Member	
Consul AC Malasig BAC Member	
Consul DAR Artates BAC Member	
Consul and AO FG Quintin BAC Secretariat Head	
CO JC Disomimba BAC Secretariat, Member	
PO JR San Jose BAC Secretariat, Member	