



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. 2025-0013C

**RESOLUTION RECOMMENDING, BY REFERENDUM, THE AWARD OF CONTRACT
THROUGH GPPB RESOLUTION NO. 28-2017 TO ARCHITECT KIM CZAR A.
BACONGCO, FOR THE PROCUREMENT FOR THE PRODUCTION AND INSTALLATION
OF THE PHILIPPINE PAVILION FOR THE PHILIPPINE INDEPENDENCE DAY
CELEBRATION ON 12 JUNE 2025**

WHEREAS, the Embassy of the Republic of the Philippines in Tokyo, Japan (Embassy) intends to hold a celebration in commemoration of the 127th Philippine Independence Day on 12 June 2025;

WHEREAS, Ambassador Mylene J. Garcia-Albano will welcome approximately four hundred fifty (450) Japanese government officials, members of the Diplomatic Corps and representatives of the business sector, the academe and members of the media during the celebration;

WHEREAS, the Embassy needs the services of a qualified company/service provider which can produce and install a model of the Philippine Pavilion for the Philippine Independence Day Celebration on 12 June 2025;

WHEREAS, in producing a model of the Philippine Pavilion, the Embassy intends to encourage the celebration's guests to visit the Philippine Pavilion at the Osaka Expo, and to appreciate the Philippine weaves which are integrated into the main design elements of the Pavilion;

WHEREAS, the procurement for the production and installation of the Philippine Pavilion for the Philippine Independence Day Celebration on 12 June 2025, with an Approved Budget for the Contract (ABC) of **Six Hundred Thousand Japanese Yen (JPY600,000.00)** is included in Post's Supplemental Procurement Plan for Fiscal Year 2025, chargeable against the Embassy's General Fund, through the funds for Representation Allowances;

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 procurement for the production and installation of the Philippine Pavilion for the Philippine Independence Day Celebration on 12 June 2025, the Philippine Embassy requested quotations from reputable companies / service providers, namely Architect Kim Czar A. Bacongco, Nikkei Sangyo Koukokusya Inc. and Keio Agency Co. Ltd.;

WHEREAS, based on the Abstract of Quotations submitted to the Bids and Awards Committee, **Architect Kim Czar A. Bacongco submitted the lowest calculated responsive bid** in the amount of **Two Hundred Fifty Thousand Japanese Yen (JPY250,000.00)**. Nikkei Sangyo Kokokusya Inc. submitted a bid of Eight Hundred Ninety-One Thousand Japanese Yen (JPY891,000.00), and Keio Agency Co. Ltd. submitted a bid of Seven Hundred Forty-Seven Thousand Five Hundred Japanese Yen (JPY747,500.00), which are both in excess of the ABC;

WHEREAS, the BAC conducted due diligence inquiries on the submission of Architect Kim Czar A. Bacongco and found that his quotation is responsive to the Request for Quotation, and found him to be a technically, legally and financially capable supplier;

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 the production and installation of the Philippine Pavilion for the Philippine Independence Day Celebration on 12 June 2025, to **Architect Kim Czar A. Bacongco** for the total amount of **Two Hundred Fifty Thousand Japanese Yen (JPY250,000.00)**, including taxes and other lawful charges.

Adopted this 30th day of May 2025 in Tokyo, Japan.


CHRISTIAN L. DE JESUS
Chairperson


MARY JOY B. RAMIREZ
Vice Chairperson


JAN KENNETH E. BOLANTE
Member



FATIMA G. QUINTIN
Member



ALVIN C. MALASIG
Member

Approved:



MYLENE J. GARCIA-ALBANO
Ambassador

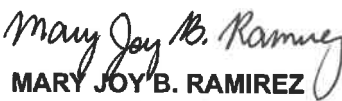
Head of the Procuring Entity

Date Approved: 30 May 2025

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Member


ALVIN C. MALASIG
Member

Approved:

MYLENE J. GARCIA-ALBANO
Ambassador
Head of the Procuring Entity
Date Approved: 30 May 2025

NAME	INITIALS
Vice Consul MIA Rulloda BAC-Secretariat, Head	
CO JC Disomimba BAC Secretariat, Member	
PO MKCP Garcia BAC Secretariat, Member	
LO 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: 3 June 2025

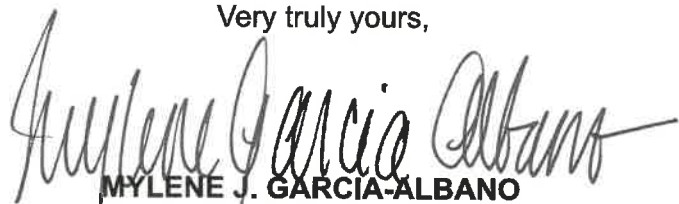
Sir:

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. 2025-013C dated 30 May 2025, the Philippine Embassy in Tokyo is awarding the following procurement to **Architect Kim Czar A. Bacongco**:

Product/Service	Total Cost (inclusive of taxes and other lawful charges)
Procurement for the Production and Installation of the Philippine Pavilion for the Philippine Independence Day Celebration on 12 June 2025	Two Hundred Fifty Thousand Japanese Yen (JPY250,000.00)

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. KIM CZAR A. BACONGCO
Architect
Tokyo, Japan

NOTICE OF AWARD

Date: 3 June 2025

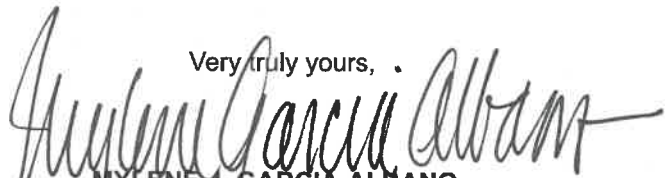
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Very truly yours, .


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

Mr. KIM CZAR A. BACONGCO
Architect
Tokyo, Japan

NAME	INITIALS
DCM CL De Jesus BAC Chairperson	uj
CG MJB Ramirez BAC Vice Chairperson	mje
Consul JKE Bolante BAC Member	
Consul FG Quintin BAC Member	
Consul AC Malasig BAC Member	
Vice Consul and AO MIA Rulloda BAC Secretariat Head	
CO JC Disomimba BAC Secretariat, Member	
PO MKCP Garcia BAC Secretariat, Member	
LO JR San Jose BAC Secretariat, Member	

**AGREEMENT FOR THE PRODUCTION AND INSTALLATION OF THE PHILIPPINE
PAVILION EXHIBIT FOR THE PHILIPPINE INDEPENDENCE DAY CELEBRATION ON 12
JUNE 2025**

KNOW ALL BY THESE PRESENTS:

This Agreement was made and executed this 5th day of June 2025 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

Architect KIM CZAR A. BACONGCO, with address at 107-0052 Imperial Akasaka Forum, 7-5-34 Akasaka, Minato-ku, hereinafter referred to as the "**Contractor**";

Witnesseth:

WHEREAS, the Embassy shall hold a celebration for the 127th celebration of the Philippine Independence Day on 12 June 2025, at an appropriate hotel or events venue where the Ambassador shall welcome an estimated number of four hundred fifty (450) guests;

WHEREAS, the guests shall consist of members of the diplomatic corps, officials of the Japanese government, members of the media and the business community, and all other relevant stakeholders in the Filipino community in Japan;

WHEREAS, the Embassy seeks to promote the Philippine Pavilion at the Osaka Expo 2025 during the Independence Day celebration by securing the services of a qualified service provider who can build a model of the Pavilion;

WHEREAS, in compliance with Republic Act No. 9184 or the Government Procurement Reform 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 inconsideration 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 his own expense, supplying all necessary labor, supervision, 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 production and installation of the Philippine Pavilion for the Philippine Independence Day celebration on 12 June 2025, with the following specifications and inclusions:

A. **Venue location:** hotel or events venue within Tokyo area;

- A. **Service Date:** 12 June 2025;
 - B. **Model Preparation and Installation:** preparation of exhibit materials to commence from 9 June 2025, and installation at the venue to commence on 08:00am JST;
 - C. **Particulars:** shall copy the smaller scale model design for the Philippine Pavilion Exhibit at the Osaka Expo 2025;
 - D. **Materials:** materials for the exhibit shall consist of Philippine-sourced materials and shall be provided by the Embassy, consisting of the following –
 - 300x300mm burlap textile pattern (28 pieces);
 - 600x300mm burlap textile pattern (25 pieces);
 - 2,000x2,000mm platform stage (1 lot);
 - 2,100mmx2,100mm with weave pattern wall (2 sets);
 - Printed traditional textile with frame (18 sets);
 - A3 size letter block – LOVE (1 set); and
 - A4 size letter block – THE PHILIPPINES (1 set).
 - F. **Coordination:** Designation of a point person who shall coordinate with the Embassy from preparations up to the day of the reception, attend meetings or answer correspondence related to this project, and provide assistance to the Embassy in all activities in relation to the reception.
- 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 **Two Hundred Fifty Thousand Japanese Yen (¥250,000.00)** 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 12 June 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

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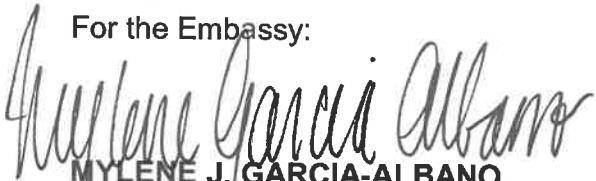
1. All procurement and payments under this Agreement shall be subject to existing government accounting and auditing rules and requirements.
2. Parties further undertake that it and its employees, except as authorized by this Agreement, will not make or permit others to make copies or reproduce any such 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.

Contractor:


KIM CZAR A. BACONGCO
Architect

For the Embassy:


MYLENE J. GARCIA-ALBANO
Ambassador

Witnesses:


FATIMA G. QUINTIN
Head, Cultural Section


MARXIAN A. RULLODA
Administrative Officer



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

NOTICE TO PROCEED

Date: 09 June 2025

Sir:

Please be informed that pursuant to the Notice of Award dated 03 June 2025 issued by the Philippine Embassy in Tokyo, **Architect Kim Czar A. Bacongco** is hereby engaged to provide for the procurement for the Production and Installation of the Philippine Pavilion for the Philippine Independence Day Celebration on 12 June 2025, for the total amount of Two Hundred Fifty Thousand Japanese Yen (JPY250,000.00), 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 Act of 2003".

Very truly yours,

MYLENE J. GARCIA-ALBANO

Ambassador

Head of the Procuring Entity

Mr. KIM CZAR A. BACONGCO
Architect
Tokyo, Japan

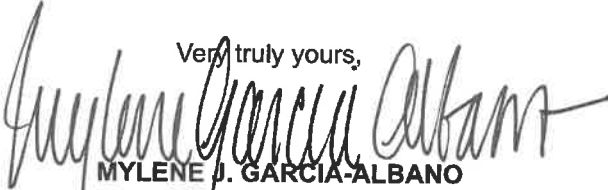
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MYLENE J. GARCIA-ALBANO
Ambassador
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Mr. KIM CZAR A. BACONGCO
Architect
Tokyo, Japan

NAME	INITIALS
DCM CL De Jesus BAC Chairperson	uj
CG MJB Ramirez BAC Vice Chairperson	mjr
Consul JKE Bolante BAC Member	K
Consul FG Quintin BAC Member	f
Consul AC Malasig BAC Member	ac
Vice Consul and AO MIA Rulloda BAC Secretariat Head	m
CO JC Disomimba BAC Secretariat, Member	S
PO MKCP Garcia BAC Secretariat, Member	g
LO JR San Jose BAC Secretariat, Member	sj