



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. 2022-016E

**RESOLUTION RECOMMENDING, BY REFERENDUM, AWARD OF CONTRACT
IN ACCORDANCE WITH 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, FOR THE PROCUREMENT OF
FURNITURE AND APPLIANCES FOR THE OFFICIAL RESIDENCE OF THE AMBASSADOR
IN KUDAN**

WHEREAS, Post intends to procure furniture and appliances for the Official Residence of the Ambassador located at 1-1-1 Fujimi, Chiyoda-ku, Tokyo, Japan.

WHEREAS, most of the furniture in the Official Residence were personal property of, and shipped out by then Ambassador Jose C. Laurel V upon the completion of his tour of duty. The rest of the furniture and appliances in the building (such as chairs, dining table set, refrigerator, washing machine, etc.) are overused, outmoded, and beyond their useful life.

WHEREAS, the procurement of these furniture and appliances are essential in ensuring the needs and comfort of the incoming Ambassador, her guests and members of her household. This will also ensure that the residence will maintain the status, dignity and prestige of the Ambassador and the Government of the Republic of the Philippines.

WHEREAS, the following items were endorsed for funding under the Building Fund FY 2021 Continuing Appropriations:

QUANTITY	ITEMS
2 units	Refrigerator 700 L
1 unit	TV screen 65 inches LCD
2 units	Washing Machine 10kg With Dryer 5.5kg
1 unit	Wash 5kg And Dry 3.5 Kg
2 units	Clothes dryer
2 units	Dishwasher
1 set	Dining table and chair 6 seater
1 piece	Sofa -3 seater
1 piece	Sofa -2 seater

WHEREAS, the procurement of the above items as also listed in the Terms of Reference with an Approved Budget for the Contract (ABC) of **One Million Two Hundred Two Thousand Four Hundred Eighty Two Pesos and Eighty Seven Centavos (Php1,202,482.87)** is duly authorized by the Department of Foreign Affairs, chargeable against the Department's Building Fund FY 2021 Continuing Appropriations with ORS No. 2022-10-000915 dated 18 October 2022, under facsimile message no. TK-1191-OUA-2022 dated 19 October 2022;

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 of the above furniture and appliances of the Official Residence of the Ambassador, the Philippine Embassy requested quotations from reputable companies in Japan, namely Aircon Plant industries Co. Ltd., BB. Kensou Co. Ltd. and Akitem Company Ltd.;

WHEREAS, based on the Abstract of Quotations submitted to the Bids and Awards Committee, Akitem Company Ltd. responded and submitted the lowest and responsive quotation of **Two Million Nine Hundred Forty Nine Thousand One Hundred Japanese Yen (JPY2,949,100)**;

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 resort to the mode of procurement in accordance with 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, for the procurement of the furniture and appliances for the Official Residence of the Ambassador, through Akitem Company Ltd. in the total amount of **Two Million Nine Hundred Forty Nine Thousand One Hundred Japanese Yen (JPY2,949,100)**, including taxes and other lawful charges, delivery cost and installation charges.

Adopted this 8th day of November 2022 in Tokyo, Japan.

EVANGELINE T. ONG JIMENEZ-DUCROCQ
Chairperson



CHARMAINE A. SERNA-CHUA
Vice Chairperson

ON LEAVE
LEAH VICTORIA C. RODRIGUEZ
Member


MARY JOY B. RAMIREZ
Member


JAN KENNETH T. BOLANTE
Member

Approved:


ROBESPIERRE L. BOLIVAR
Charge d'Affaires, a.i.
Head of the Procuring Entity
Date Approved: 8 November 2022



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

NOTICE OF AWARD

9 November 2022

Sir/Madam:

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. 2022-016E dated 8 November 2022, the Philippine Embassy in Tokyo is awarding to **Akitem Company Limited** the contract for the procurement of various furniture and appliances for the Official Residence of the Ambassador in Kudan for the total amount of **Two Million Nine Hundred Forty Nine Thousand One Hundred Japanese Yen (JPY2,949,100)** only, inclusive of taxes and other lawful charges, subject to the Department of Foreign Affairs' existing accounting and auditing requirement and subject to the signing of the Contract.

Thank you.

Very truly yours,


ROBESPIERRE L. BOLIVAR
Chargé d'Affaires, a.i.
Head of the Procuring Entity

MR. KENTARO KOIBUCHI

President

Akitem Co. Ltd.

1-1-2 Higashiyama Bldg., Meguro-ku
Tokyo, Japan



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

NOTICE TO PROCEED

10 November 2022

Sir/Madam:

Please be informed that pursuant to the Notice of Award dated 9 November 2022 issued by the Philippine Embassy in Tokyo, Akitem Co. Ltd. is hereby given this **Notice to Proceed** for the procurement of various furniture and appliances for the Official Residence of the Ambassador in Kudan for the total amount of **Two Million Nine Hundred Forty Nine Thousand One Hundred Japanese Yen (JPY2,949,100)** only, inclusive of taxes and other lawful charges.

This Notice is issued in accordance with the requirements of Republic Act No. 9184, otherwise known as the "Government Procurement Act of 2003.

Very truly yours,


ROBESPIERRE L. BOLIVAR
Charge d'Affaires, a.i.
Head of the Procuring Entity

MR. KENTARO KOIBUCHI
President
Akitem Co. Ltd.
1-1-2 Higashiyama Bldg., Meguro-ku
Tokyo, Japan

PROCUREMENT OF VARIOUS FURNITURE AND APPLIANCES FOR THE OFFICIAL RESIDENCE OF THE PHILIPPINE AMBASSADOR TO JAPAN

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into this date, 10 November 2022 at the Philippine Embassy, 5-15-5 Roppongi, Minato City, Tokyo, Japan, by and between:

THE PHILIPPINE EMBASSY, TOKYO, (hereinafter referred to as "Tokyo PE")

--- and ---

AKITEM CO. LTD., an architecture and engineering firm, represented by Mr. Kentaro Koibuchi, located at Higashiyama Bldg. 1-1-2 Higashiyama, Meguro-ku, Tokyo, Japan (hereinafter referred to as "Company"),

The Tokyo PE and the Company shall hereinafter be individually referred to as a "Party" and collectively as the "Parties".

1. Deliverables:

The company/supplier shall provide the Philippine Embassy the delivery to and installation of the following FFEs at the Official Residence of the Ambassador. The delivery and installation must be completed on or before 30 May 2023.

QUANTITY	ITEMS
2 units	Refrigerator 700 L
1 unit	TV screen 65 inches LCD
2 units	Washing Machine 10kg With Dryer 5.5kg
1 unit	Wash 5kg And Dry 3.5 Kg
2 units	Clothes dryer
2 units	Dishwasher
1 set	Dining table and chair 6 seater
1 piece	Sofa -3 seater
1 piece	Sofa -2 seater

2. Timeline:

The Company shall commence delivery within the month of December and complete it by 30 May 2023. The Parties may agree to extend the timeline in writing if necessary.

3. Payment:

Tokyo PE agrees to pay the Company the total amount of **Two Million Nine Hundred Forty Nine Thousand One Hundred Japanese Yen (JPY2,949,100)** for the delivery and installation of the enumerated appliances and equipment. The payment shall be made upon completion of the project.

4. Warranty:

The Company warrants that all equipment and appliances delivered under this Contract shall be free from defects in materials for a period of one (1) year from the date of delivery. In the event of any defects arising during the Warranty Period, the Company shall promptly rectify the issue at no additional cost to Tokyo PE.

5. Indemnification:

The Company shall indemnify and hold Tokyo PE harmless from any claims, damages, liabilities, costs, and expenses arising out of or related to the projects performed under this Contract.

6. Governing Law and Jurisdiction:

This Contract shall be governed in all respects by the laws of the Philippines and Japan and any applicable law. Both Parties consent to jurisdiction under the law where this Contract is executed.

7. Entire Agreement:

This Contract constitutes the entire agreement between the Parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject Project.

8. Amendments:

Any amendments or modifications to this Contract must be made in writing and signed by both Parties.

9. Severability:

If any provision of this Contract is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

10. Confidentiality:

Both Parties agree to keep confidential any proprietary or sensitive information disclosed during the course of this Contract.

11. Force Majeure:

Neither Party shall be liable for any delay or failure to perform its obligations under this Contract due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or natural disasters.

12. Settlement of Disputes:

12.1. If any dispute shall arise between the Parties in connection with or arising out of this Contract, the Parties shall make every effort to resolve amicably such dispute by mutual consultation.

12.2. If after thirty (30) days, the Parties have failed to resolve their dispute by such mutual consultation, then either Party may give notice to the other Party of its intention to commence

arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

12.3. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with this Article shall be settled by arbitration by an arbitral tribunal composed of three (3) arbitrators. The first arbitrator will be appointed by the Party giving notice of its intention to commence arbitration, the second arbitrator, except for the case as specified hereinafter, will be appointed by the other party within fifteen (15) days after the date on which the latter has received notice of arbitration, and the third arbitrator, who will act as Chairman of the arbitral tribunal, will be designated by mutual agreement of the two arbitrators already appointed by the Parties within fifteen (15) days after the appointment of the second arbitrator or, failing such agreement, by the President of the Dispute Resolution Centre, Inc. which is the Philippine Dispute Resolution Centre, Inc. ("PDRCI"). The President of the PDRCI shall also designate: (i) the second arbitrator if the party receiving the notice of arbitration has failed to nominate the second arbitrator; and (ii) the replacement of any arbitrator who is unable or unwilling to accept the appointment or to continue acting as such. Arbitration may be commenced prior to or after the performance of the Services under this Contract.

12.4. In the case of a dispute between the Parties, the dispute shall be resolved in accordance with RA 9285, otherwise known as the Alternative Dispute Resolution Act of 2004. The Philippine law shall apply in such arbitration proceedings which shall be conducted in Pasay City, Metro Manila and the proceedings shall be conducted in English. The decision of the arbitral tribunal shall be final and binding upon the Parties.

12.5. Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under this Contract unless they otherwise agree; and Tokyo PE shall pay the Company any monies due the Company.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

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

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

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




By: 
ROBESPIERRE L. BOLIVAR
Charge d'Affaires, a.i.

Witnesses:



HAZEL JOY P. FANONG-CALABOCAL



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Higashiyama Bldg. 1-1-2 Higashiyama,
Meguro-ku, Tokyo, Japan


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

By:
代表取締役 鯉渕健太郎
KENTARO KOIBUCHI
President/Director

By:

ROBESPIERRE L. BOLIVAR
Charge d'Affaires, a.i.

Witnesses:


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