



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. 2023-015

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 SERVICES FOR RENOVATION OF GUARDHOUSE AND CONSTRUCTION OF DRIVERS' WAITING AREA AT THE PHILIPPINE EMBASSY CHANCERY IN ROPPONGI, AND THE AWARD TO SAKUMA JUKEN FOR THE SAID SERVICE.

WHEREAS, Tokyo PE intends to procure services for the renovation of the guardhouse and construction of drivers' waiting area at the Philippine Embassy Chancery in Roppongi;

WHEREAS, the existing structure of the guardhouse at the Chancery lacks adequate space for the security guards to perform their duties efficiently. The guard house is currently measured at 4.45 sqm (243cm x 183 cm) which is not enough to accommodate additional equipment for the security enhancements.

WHEREAS, over time, the structure of the guardhouse became outdated and deteriorated. It suffers from worn-out flooring, peeling paint, damaged walls, and outdated electrical systems.

WHEREAS, the renovation of the guardhouse is necessary to address these issues and ensure the guardhouse is in a safe and functional condition.

WHEREAS, the configuration of the current layout of the guardhouse can also accommodate a dedicated waiting area for the drivers at the Embassy, including that of the attached agencies. This designated area will provide a comfortable and organized space for drivers to wait.

WHEREAS, the procurement of the services of a company for the renovation of the guardhouse and construction of drivers' waiting area with an Approved Budget for the Contract (ABC) of **Four Million One Hundred Twenty Four Thousand Nine Hundred Yen Only (JPY4,124,900) or One Million Seven Hundred Sixty Five Thousand Seven Hundred Seventy Four and Fifty Centavos (PHP1,765,774.50)** is duly authorized by the Department of Foreign Affairs, chargeable against the Department's Building Fund FY 2023 with ORS No. 011011012023-09-006845 dated 8

September 2023, under facsimile message no. TK-457-OUA-2023 dated 13 September 2023;

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 renovation of the guardhouse and construction of drivers' waiting area at the Philippine Embassy Chancery in Roppongi, the Philippine Embassy requested quotations from reputable companies in Japan, namely Fujiwara Kensetsu Company, Fuji Doken Company and Sakuma Juken Co. Ltd.;

WHEREAS, based on the Abstract of Quotations submitted to the Bids and Awards Committee, Sakuma Juken responded and submitted the lowest and responsive quotation in the amount of **Four Million One Hundred Twenty Four Thousand Nine Hundred Japanese Yen only (JPY4,124,900)**;

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, **the renovation of the guardhouse and construction of drivers' waiting area at the Philippine Embassy Chancery in Roppongi, through Sakuma Juken Co. Ltd. in the total amount of Four Million One Hundred Twenty Four Thousand Nine Hundred Japanese Yen only (JPY4,124,900)**, including taxes and other lawful charges, delivery cost and installation charges.

Adopted this 20th day of September 2023 in Tokyo, Japan.


ROBESPIERRE L. BOLIVAR
Chairperson

EVANGELINE T. ONG JIMENEZ-DUCROCQ
Vice Chairperson

CHARMAINE A. SERNA-CHUA
Member

On sick leave

MARY JOY B. RAMIREZ
Member

JAN KENNETH T. BOLANTE
Member

Approved:

MYLENE J. GARCIA-ALBANO
Ambassador

Head of the Procuring Entity
Date Approved: 20 September 2023



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

NOTICE OF AWARD

21 September 2023

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. 2023-015 dated 20 September 2023, the Philippine Embassy in Tokyo is awarding to **Sakuma Juken Company Ltd.** the contract for the renovation of the guardhouse and construction of drivers' waiting area at the Philippine Embassy Chancery in Roppongi for the total amount of **Four Million One Hundred Twenty Four Thousand Nine Hundred Japanese Yen Only (JPY4,124,900)** only, inclusive of taxes, other lawful charges, delivery and installation, subject to the Department of Foreign Affairs' existing accounting and auditing requirements and subject to the signing of the Contract.

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

Very truly yours,

MYLENE J. GARCIA-ALBANO

Ambassador

Head of the Procuring Entity

Date Approved: 21 September 2023

MR. KATSUMI SAKUMA

President/Director

Sakuma Juken Co. Ltd.

21914-29 Noman, Ichihara-shi, Chiba



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

NOTICE TO PROCEED

22 September 2023

Sir/Madam:

Please be informed that pursuant to the Notice of Award dated 21 September 2023 issued by the Philippine Embassy in Tokyo, **Sakuma Juken Co. Ltd.** is hereby given this **Notice to Proceed** for the renovation of the guardhouse and construction of drivers' waiting area at the Philippine Embassy Chancery in Roppongi for the total amount of **Four Million One Hundred Twenty Four Thousand Nine Hundred Japanese Yen Only (JPY4,124,900)** 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,

MYLENE J. GARCIA-ALBANO

Ambassador

Head of the Procuring Entity

Date Approved: 20 September 2023

MR. KATSUMI SAKUMA

President/Director

Sakuma Juken Co. Ltd.

21914-29 Noman, Ichihara-shi, Chiba

CONTRACT FOR THE RENOVATION OF THE GUARDHOUSE AND CONSTRUCTION OF DRIVERS' WAITING AREA AT THE PHILIPPINE EMBASSY CHANCERY

KNOW ALL MEN BY THESE PRESENTS:

This Contract (the "Contract") is entered into on this 22nd day of September 2023 between:

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

--- and ---

SAKUMA JUKEN CO. LTD., a construction, architecture and engineering company, represented by its President and Director, **MR. KATSUMI SAKUMA**, located at 21914-29 Noman, Ichihara-shi, Chiba, Japan (hereinafter referred to as "contractor"),

(collectively referred to as the "Parties").

1. Scope of Work:

The Contractor agrees to renovate the guardhouse and construct a driver's waiting area at the Philippine Embassy Chancery in Roppongi. The renovation and construction will cover the following items:

1. Conduct a thorough assessment of the current guardhouse and surrounding area to identify necessary renovations, security system requirements, and the optimal location for the driver's waiting area;
2. Engage a professional architect to develop a comprehensive renovation plan for the guardhouse. The design should prioritize functionality, security, and aesthetics, taking into consideration the specific needs and requirements of the Embassy;
3. Ensure that the renovation adheres to local building codes and safety regulations;
4. Maximize the space of the guardhouse and construct a driver's waiting area adjoining to the existing structure. The total space of the proposed structure shall not exceed 8.6sqm; and
5. The design, work and materials to be used for construction/renovation will be subject to the approval of Tokyo PE.

2. Timeline:

The Contractor shall commence the replacement work within the month of October 2023 and complete it before 31 January 2024. The Parties may agree to extend the timeline in writing if necessary.

3. Payment:

Tokyo PE agrees to pay the Contractor the total amount of **Four Million One Hundred Twenty Four Thousand Nine Hundred Yen Only (JPY4,124,900) or One Million Seven Hundred Sixty Five Thousand Seven Hundred Seventy Four and Fifty Centavos**

(PHP1,765,774.50) for the renovation and construction. The payment shall be made upon completion of the project.

4. Warranty:

The Contractor warrants that all work and repair performed under this Contract shall be free from defects in materials and workmanship for a period of 2 year(s) from the date of completion. In the event of any defects arising during the Warranty Period, the Contractor shall promptly rectify the issue at no additional cost to Tokyo PE.

5. Indemnification:

The Contractor shall indemnify and hold Tokyo PE harmless from any claims, damages, liabilities, costs, and expenses arising out of or related to the repair work 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 Contractor any monies due the Contractor.

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

SAKUMA JUKEN CO. LTD.
21914-29 Noman, Ichihara-shi, Chiba

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

By: *KATSUMI SAKUMA*

MR. KATSUMI SAKUMA
President/Director

By: *Mylene Garcia Albano*

MYLENE J. GARCIA ALBANO
Ambassador

Witnesses:

[Signature]
ROBESPIERRE L. BOLIVAR

[Signature]
ANWAR M. ITO

FO TB Indanan	<i>[Signature]</i> 09.22.23
PO H Calabocal	<i>[Signature]</i>
CO JEBalaoro	<i>[Signature]</i>