



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. 2024-005

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," (GPPB RESOLUTION NO. 28-2017 DATED 31 JULY 2017) TO KOWA REAL ESTATE FACILITIES CO., LTD. FOR THE PRUNING OF THIRTEEN (13) TREES AT THE PHILIPPINE EMBASSY.

WHEREAS, to ensure proper maintenance and safety, Post intends to procure the services of a company for the pruning of thirteen (13) trees at the Philippine Embassy, located at 5-15-5 Roppongi, Minato-ku, Tokyo, Japan;

WHEREAS, the procurement of the services for the pruning of trees, with an Approved Budget for the Contract (ABC) of **Eight Hundred Fifty Thousand Japanese Yen (JPY850,000)**, is included in Post's Annual Procurement Plan for 2024, chargeable against its MOOE for FY 2024;

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, taking into consideration the usual trade and business practices of the host country;

WHEREAS, for the pruning of trees at the Philippine Embassy, the Philippine Embassy requested quotations from reputable companies in Japan, namely Shoyo Co. Ltd., Kowa Real Estate Facilities Co. Ltd. and Yoshida Fish Farms Co. Ltd. (Green Gallery Gardens);

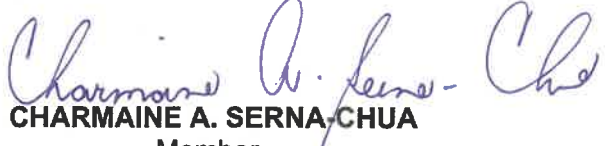
WHEREAS, based on the quotations submitted to the Bids and Awards Committee, **KOWA Real Estates Facilities Co. Ltd. responded and submitted the lowest calculated and responsive quotation in the amount of Eight Hundred Forty Five Thousand Japanese Yen (JPY845,000);**


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, 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, and award of contract on the **pruning of thirteen (13) trees located at the Otafukuzaka side of the Philippine Embassy Chancery, to Kowa Fudousan Facilities Co. Ltd., in the total amount of Eight Hundred Forty Five Thousand Japanese Yen (JPY845,000), including taxes and other lawful charges.**

Adopted this 8th day of February 2024 in Tokyo, Japan.


ROBESPIERRE L. BOLIVAR
Chairperson


EVANGELINE T. ONG JIMENEZ-DUCROCQ
Vice Chairperson


CHARMAINE A. SERNA-CHUA
Member


MARY JOY B. RAMIREZ
Member


JAN KENNETH T. BOLANTE
Member

Approved:


MYLENE J. GARCIA-ALBANO
Ambassador

Head of the Procuring Entity
Date Approved: 8 February 2024



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

NOTICE OF AWARD

Date: 9 February 2024

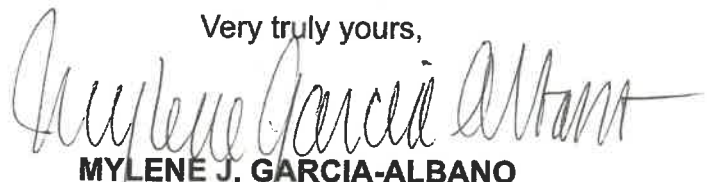
Sir:

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.2024-008 dated 8 February 2024, the Philippine Embassy in Tokyo is awarding the following procurement to **KOWA Real Estate Facilities Co., Ltd.**:

Product/Service	Total Cost (inclusive of taxes and other lawful charges)
Pruning of thirteen (13) trees at Otafukuzaka side of the Philippine Embassy located at 5-15-5 Roppongi, Minato-ku, Tokyo	Eight Hundred Forty Five Thousand Japanese Yen (JPY845,000)

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. AKIRA TAKEUCHI

President

Kowa Real Estate Facilities Co., Ltd.

3-8-3 Nishi-shinbashi, Minato-ku, Tokyo 105-0003



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

NOTICE TO PROCEED

Date: 12 February 2024

Sir:

Please be informed that pursuant to the Notice of Award dated 9 February 2024, issued by the Philippine Embassy in Tokyo, **KOWA Real Estate Facilities Co., Ltd.** is hereby requested to render **its services for the Pruning of thirteen (13) trees at Otafukuzaka side of the Philippine Embassy for the total amount of Eight Hundred Forty Five Thousand Japanese Yen (JPY845,000) only**, inclusive of taxes and other lawful charges.

This Notice is being 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

MR. AKIRA TAKEUCHI

President

Kowa Real Estate Facilities Co., Ltd.

3-8-3 Nishi-shinbashi, Minato-ku, Tokyo 105-0003

AGREEMENT

PRUNING OF THIRTEEN (13) TREES AT OTAFUKU SIDE OF THE PHILIPPINE EMBASSY LOCATED AT 5-15-5 ROPPONGI, MINATO-KU, TOKYO, JAPAN

KNOW ALL MEN BY THESE PRESENTS:

This Contract-Agreement is made and executed this 12th day of February 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 "**Embassy.**"

And

KOWA FUDOUSAN FACILITIES CO. LTD., a contractor with business address at ~~5-15-5 Roppongi~~ ^{3-8-3 Landic Shinbashi Building} Minato-ku, Tokyo Japan hereinafter referred to as "**Contractor;**"

Nishi-Shinbashi
Witnesseth:

WHEREAS, the Embassy requires services for **the pruning of thirteen (13) trees at Otafuku side of the Philippine Embassy**, located at 5-15-5 Roppongi, Minato-ku, Tokyo, Japan, hereinafter referred to as the "Project;"

WHEREAS, in compliance with Republic Act No. 9184, otherwise known as the Government Procurement Reform Act and its Implementing Rules and Regulations, the Embassy invited bids for the Project;

WHEREAS, the Embassy received two (2) quotations, after sending invitations to three service providers;

WHEREAS, the Contractor, KOWA Fudousan Facilities Co., Ltd. submitted the lowest calculated and responsive quotation;

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 its own expense, supplying all necessary labor, supervision, materials, management and equipment shall fully undertake the Project at the Philippine Embassy located at 5-15-5 Roppongi, Tokyo, Japan, in accordance with the terms of reference; as well as pertinent laws and regulations, particularly R.A. 9184 and its IRR,

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 SUPPLY, INSTALLATION AND SERVICE

1. This Agreement shall cover all phases of the pruning works, to be performed by the Contractor for the Embassy in connection with the supervision of the works entitled: Pruning of thirteen (13) trees at Otafuku side of the Philippine Embassy specifically on the following:
 - a. Contractor shall be responsible for the implementation of the Project in accordance with the following:
 - i. Terms of Reference; and
 - ii. Implementation Schedule.
 - b. Contractor shall, at no cost to the Embassy, provide all tools and test equipment necessary to carry out all works during the course of the implementation of the Project;
 - c. Should there be any deviations in the plans due to problems encountered during project implementation, the Contractor shall secure written approval of the Embassy prior to the implementation of such changes;
 - d. Contractor shall submit to the Embassy activity reports and other data that may be required; and
 - e. 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 access to all working personnel every designated working day; and
 - c. Provide a secured area for storing all equipment and / materials to be used on the duration of the project.

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 Documents

The following documents are hereto attached and shall form part of this Contract Agreement:

- a. BAC RESOLUTION No. 2024-005 - Recommending Awarding of Contract (with annexes "A" to "C")
- b. Notice of Award
- c. Terms of Reference

Section 5: 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 **Eight Hundred Forty Five Thousand Japanese Yen (JPY845,000)** inclusive of all applicable taxes, the manner and conditions of payment of which shall be in accordance with Section 6.

Section 6: Manner and Conditions of Payment

1. The following shall be the conditions of payment:
 - a. The full amount or balance of the contract price shall be paid within 15 working days 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 7: Time of Completion

The Contractor shall complete the Project on or before 30 April 2024.

Section 8: Support Services

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

Section 9: Changes in the Scope of Work

The Embassy may at any time, without invalidating this Agreement and after prior written notice, order extra work or make changes by altering, adding to or deducting from the work as covered by the drawings, specifications and other issued documents under this Agreement and within the general scope thereof. Such changes shall be ordered by the Embassy in writing and Contractor shall proceed with the implementation of the written order within two (2) working days upon receipt thereof until the changes have been completed, provided that the parties have agreed on the cost of the changes. Contractor shall submit their quotations for the said works within seven (7) days of receiving the written order or when the work is identified as "Rush," within a reasonable period of time.

Section 10: Damages and Penalties

Contractor shall be liable for any damages to person or property or loss that may occur on site and during project duration that may be attributable to Contractor's negligence and misconduct. Any damages that may be incurred in the mis-use and abuse of equipment and materials owned and used by the Contractor in the project shall totally be shouldered by the Contractor

Section 11. Final Payment and Termination of the Agreement

1. Contractor shall provide all materials and labor necessary for project completion and shall hold the Embassy free and harmless from any claim by the Contractor's suppliers.
2. Upon completion of the project, the Contractor shall notify the Embassy in writing that all works called for under this Agreement have been finished. After such written notice, representatives of the Embassy and Contractor shall make a joint inspection of the work covered by this Agreement. If the Embassy be dissatisfied with the work, the Embassy shall notify the Contractor in writing, with a date which Contractor should comply with listed rectifications and changes. Upon issuance of the Embassy of a Certificate of Acceptance showing that the work has been completed in keeping with the plans and specifications, the balance due the Contractor shall be paid in accordance with Section 6.
3. This Agreement shall automatically be terminated upon issuance by the Embassy of the abovementioned certificate of completion, except for the applicable warranties.

Section 12. Force Majeure

1. The Parties shall not be liable for any delay or failure in the performance of this Agreement for reason such as, but not limited to natural calamities (i.e. typhoons, floods, earthquakes, fire, etc), power failure, strikes, lockouts, civil disturbance, default by force majeure by third parties or the like; provided that the party invoking force majeure shall notify the other of such event within ten (10) days from coming to knowledge thereof.
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 the 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 with or termination of this Agreement.

Section 13. 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;
 - 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 14: 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.

KOWA REAL ESTATE FACILITIES CO., LTD.
3-8-3 Nishi-shinbashi, Minato-ku, Tokyo

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

By:

代表取締役社長 竹内

MR. AKIRA TAKEUCHI
President



By:

Mylene J. Garcia-Albano
MYLENE J. GARCIA-ALBANO
Ambassador

Witnesses:

Mary Joy B. Ramirez
MARY JOY B. RAMIREZ
First Secretary and Consul

Alvin C. Malasig
ALVIN C. MALASIG
First Secretary and Consul