

REQUEST FOR QUOTATION/PROPOSAL

The Embassy of the Philippines in Tokyo, Japan, through the authorized appropriations in the Fiscal Year (FY) 2024 General Appropriations Act (GAA), and chargeable against the Embassy's General Fund – Maintenance and Other Operating Expenses (MOOE), intends to apply the sum of **One Million Five Hundred Thousand Japanese Yen (JPY1,500,000.00)**, being the Approved Budget for the Contract (ABC) for the annual maintenance of the gardens at the Official Residence, for the service period of December 2024 to December 2025.

Quotations/Proposals received in excess of the ABC shall be automatically rejected.

Name of Project : Annual Maintenance of the Gardens at the Official Residence

Location : Gardens at the Official Residence of the Philippine Ambassador,

1-chōme-1-1 Fujimi, Chiyoda City, Tokyo 102-0071

Specifications : (Please see attached Annex "A" for complete requirements)

Approved Budget : One Million Five Hundred Thousand Japanese Yen

(JPY1,500,000.00)

Interested service providers are required to submit their duly signed Price Quotation Form (Annex "A").

Payment shall be in Japanese Yen.

The deadline for submission of quotations/proposals is on or before 12:00 noon of **12 December 2024** (Japan Standard Time). Open quotations/proposals may be submitted in person or through fax at 03-5562-1603.

The Embassy reserves the right to accept or reject any quotation, to annul the proposal process, and to reject all quotations/proposals at any time prior to contract award without thereby incurring any liability to the affected supplier or suppliers.

For inquiries, you may contact the Philippine Embassy at telephone number 03-5562-1600.

Ms. FATIMA G. QUINTIN

Consul, Administrative Officer and Head, BAC Secretariat Philippine Embassy, Tokyo, Japan 5-15-5 Roppongi, Minato-ku, Tokyo, Japan

Tel.: (03) 5562-1600 local 121

Email: admin.section@philembassy.net

05 November 2024, Tokyo, Japan

TERMS OF REFERENCE

The Embassy of the Republic of the Philippines in Tokyo, Japan intends to secure the services of a qualified gardening company/service provider which can provide the annual maintenance of the gardens at the Official Residence, for the service period of December 2024 to December 2025.

I. <u>Description</u>

Annual maintenance of the gardens at the Official Residence, for the service period of December 2024 to December 2025.

II. Approved Budget for the Contract

The approved Budget for the Contract (ABC) for the Project shall not exceed **One Million Five Hundred Thousand Japanese Yen (JPY1,500,000.00).**

III. Deliverables

The company/supplier shall be a qualified service provider / company that is capable of providing annual maintenance of the gardens at the Official Residence, for the service period of December 2024 to December 2025, with the following specifications and inclusions:

- A) The gardens at the main driveway and cascading fountain area/inner garden area at the Official Residence shall be included in the maintenance work;
- B) Gardeners shall be available for regular maintenance work at least once a month for every month;
- C) Gardeners shall ensure that no damage comes to trees planted by notable persons in the gardens, and shall take efforts to ensure the well-being of such trees:
- D) Seasonal plants shall replace the plant and flowerbeds at least twice a year, for the summer and winter season;
- E) Gardeners shall take care not to disturb or harm the koi fish kept in the garden ponds during gardening work;
- F) Gardeners shall take care of the proper waste disposal of plants, flowers and other rubbish generated from the gardening work:
- G) Gardeners shall ensure that there are no permanent or lasting alterations to the grounds or garden areas of the Official Residence, including the accessories and fixtures found therein, in light of its status as a National Historical Landmark in the Philippines; and
- H) Gardeners, through the company, shall submit regular maintenance reports to the Embassy.

IV. Pricing

The cost of the product/service shall be quoted in Japanese yen, inclusive of all taxes and other lawful charges (including delivery).

V. Evaluation Process

The Project shall be awarded to the lowest priced, acceptable, and responsive quotation/offer.

The Philippine Embassy reserves the right to accept or reject any quotation, and to reject all quotations at any time prior to award of contract, without incurring any liability to the affected company/supplier.

VI. Terms of Payment

Payment shall be made after the complete delivery and inspection of the materials and work and upon receipt of the invoice by the Finance Section of the Philippine Embassy.

PRICE QUOTATION FORM

F	D	A	T	E	1
	~	_	9	_	П

Philippine Embassy 5-15-5 Roppongi, Minato-ku Tokyo-to 106-8537

Sir/Madam,

After having carefully read and accepted the general conditions, I/we quote on the item/s at price/s noted below (in the Request for Quotation), hereunder is our quotation/s for the item/s as follows:

Qty	Items	Specifications	Unit Price (JPY)	Total Price (JPY)
1	Annual maintenance of the gardens at the Official Residence, for the service period of December 2024 to December 2025.			

(Amount in words)			
The above-quoted prices are in applicable taxes, and I underta above specified address on the	ake to perform said :	service and/or delive	ge, toll fees, fuel, and er said service at the
Very truly yours,			
Name of Company			
Printed Name and Signature			
Contact Details			

御見積書

フィリピン共和国大使館 御中

令和6年12月吉日

下記のとおり御見積申し上げます

吉田観賞魚販売株式会社

八王子市松木15-3 TEL: 042-676-7115

FAX: 042-689-5588

登録番号: T2010101004080

御見積金額 ¥1,350,000

見積 No.

: エントランス・中庭植栽メンテナンス2024年12月~2025年12月

納品場所

有効期限

様

見積条件

仕

: 1ヶ月

承認	

吉田

担当

項目	摘要		数量	単価	金額
エントランス・中庭	メンテナンス作業費(チーフ)	回	24.0	35,000	840,000
	メンテナンス作業費(サブ)	回	18.0	18,000	324,000
					0
					0
補植費	植物代一式	式	2.0	48,000	96,000
(年2回 夏・冬)	植栽作業費	式	2.0	35,000	70,000
		8		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	0
	運搬諸経費	式	2.0	10,000	20,000
					0
		***************************************			0
		***************************************			0
				***************************************	0
				***************************************	0
				***************************************	0
		•••••••••••••••••••••••••••••••••••••••			0
		**************************			0
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		***************************************		***************************************	0
					0
					0
					0
					0

小計	1, 350, 000
合計	1, 350, 000

備考:消費税は10%とし、全て外税表示となっております。 地中障害 (コンクリートガラ、コンクリート基礎、配管等) 発生時は都度別途請求

※工事に際して雑草処理が必要な場合、除草作業費として

¥5,000+税/㎡を追加させていただきます。

Quotation

December 2024

Embassy of the Philippines

Yoshida Fish Farms

Below Quotation as follows;

15-3 Matsuki, Hachioji-shi, Tokyo Registered no. T2010101004080

Invoice amount ¥1,350,000

TEL: 042-676-7115

Quotation No.:

FAX: 042-689-5588

Description: Entrance and Inner Garden Maintenance December 2024 to December 2025

Delivery Place: Expiry: 1 month **Quotation Condition:**

Approved by: Yoshida (Red seal)

In charge: Yoshida

Item	Description	Quantity	Price per unit	Amount
Entrance/Inner Garden	Maintenance Work (labor for Chief gardener)	24 times	35,000yen	840,000yen
	Maintenance Work (labor for sub gardener)	18 times	18,000	324,000
				0
				0
Supplemetary Plant (additional plants to be planted)	One whole set of Plants	2 times	48,000	96,000
(twice a year Summer and Winter)	Planting fee cost	2 times	35,000	70,000
	Transportation/delivery fee	2 times	10,000	20,000
Subtotal	1,350,000yen			
Final Total	1,350,000yen	7		

Remarks: Consumption Tax is 10%, all prices are shown tax excluded. If Geological disturbance (such as damage on concrete plate, concrete foundation, piping) occurred separate invoice will be prepared.

If weeding(grass removing work) is required during maintenance, an additional \(\frac{45}{5000}\) + tax per square meter will be charged for weeding work.

御見積書

No:

発 行 日: 2024年12月吉日

フィリピン共和国大使館

御中

仕様:エントランス・中庭植栽メンテナンス2024年12月~2025年12月

下記の通りお見積り申し上げます。

お見積金額

¥1,495,000-

(見積書の期限)

発行日より1か月

商品名 / 品名	単価	数量	金額
エントランス・中庭			
メンテナンス作業費	1,300,000	1	1,300,000
補植費 (年2回 夏・冬)			
植物代一式	50,000	2	100,000
植栽作業費	37,500	2	75,000
運搬諸経費	10,000	2	20,000

小計 (税抜) ¥1,495,000 消費税 (10%) 合計 (税込) ¥1,495,000

備考欄:

空間創造工房アトリエト

〒 350-0804

埼玉県川越市下広谷

332-17 A-2 担当 : 有福 創

5 049-298-7600

☑ info@atelierboku.net



Embassy of the Philippines

<u>Subject: Entrance and Central Garden Maintenance December 2024 – December 2025</u>

Below following our estimate.

Quote Amount	1,495,000 yen
(Quote Expiry)	1month from issuance date

Item Name	Price Per unit	Quantit Y	Amount
Entrance and Center Garden			
Maintenance Work	1,300,000	1	1,300,000
Supplementary Plants (Twice a year Summer and Winter)			
Supplementary Plants 1 set	50,000	2	100,000
Planting Work	37,500	2	75,000
Delivery and Transportation Work	10,000	2	20,000

Subtotal	1,495,000yen	Consumption	Tax (10%)	Total	1,495,000yen
Remarks:				u Souzou Kobo Atel ve Factory Boku)	lier Boku (Space
			350-08	04	
			332-17	A-2 Shimohiroya, Kaw	agoe-shi, Saitama-ken
L			In Char	ge: Sou Arifuku	Red Seal
			049-29	8-7600	
			info@at	elierboku.net	

Unofficial Translation by Masami Nasu Admin Section

見積番号: 20241212-005

見積書

フィリピン共和国大使館 御中

件名:エントランス 中庭植栽メンテナンス

下記のとおりお見積申し上げます。

お見積金額

¥ 1,455,000 -



有限会社 涼仙

〒350-0804 埼玉県川越市下広谷332-17 A-1

TEL: 049-231-7599 FAX: 049-231-7554 info@ryo-sen.com 登録番号: T4030002079712



品番・品名	数量	単価	金額
2024年12月~2025年12月			
エントランス 中庭 メンテナンス作業費	1式	1,250,000	1,250,000
補植費 年2回 夏冬			
植物代一式	2式	55,000	110,000
植栽作業費	2式	37,500	75,000
運搬諸経費	2式	10,000	20,000
	小計		1,455,000
	合計		1,455,000

地中障害(コンクリートガラ、コンクリート基礎、配管等)発生時は都度別途請求 工事に際して雑草処理が必要な場合、除草作業として¥5,000+税/m2を追加させて頂きます

Quotation

Embassy of the Philippines

Subject: Entrance and Middle Garden Maintenance

Below following our quotation.

Quotation

1,455,000yen -

Ryosen (Company Logo)

Ryosen Co., Ltd.

350-0804

A-1 332-17 Shimohiroya, Kawagoe-shi, Saitar

TEL:049-231-7599

FAX: 049-231-7554

info@ryo-sen.com

Registered No. T4030002079712

Red seal

ltem No.	Quantity	Price per unit	Amount
December 2024 – December 2025			
Entrance and center garden Maintenance Work	1 set	1,250,000	1,250,000
Supplementary Plants twice a year Summer and Winter			
Set of Plants	2 sets	55,000	110,000
Plants planting work	2 sets	37,500	75,000
Delivery and Transportation	2 sets	10,000	20,000
	Subtotal		1,455,000
	Total		1,455,000

In the event of underground obstructions (concrete guts, concrete foundations, piping, etc.), separate charges will be made on a case-by-case basis.

If weeding is required during construction, an additional ¥5,000 + tax/m2 will be charged for weeding.

FOREIGN SERVICE OF THE PHILIPPINES Post: Tokyo PE ABSTRACT OF QUOTATIONS

MODE OF PROCUREMENT:

(/) GPPB 28-2017 dtd31 July 2017

PROJECT NAME:

Annual Maintenance of the Gardens at the Official Residence

PROJECT LOCATION:

Gardens at the Official Residence of the Philippine Ambassador, 1-chōme-1-1 Fujimi, Chiyoda City, Tokyo 102-0071

REQUESTING END-USER

Tokyo PE

APPROVED BUDGET FOR THE CONTRACT:

One Million Five Hundred Thousand Japanese Yen (JPY1,500,000,00)

					DEALER'S NAME	
# #	Tim OTY UNIT	E N	PARTICILIARS	Yoshida Fish Farms Co. Ltd.	Ryosen Co. Ltd.	Kuusou Souzou Kobo Atelier Boku (Space Creative Factory Boku)
	, ,			15-3 Matsuki, Hachioji-shi, Tokyo 192-0362	A-1, 332-17 Shimohiroya, Kawagoe-shi, Saitama-ken	A-2, 332-17 Shimohiroya, Kawagoe-shi, Saitama-ken
	_	Cot	Annual Maintenance of the Gardens at the Official Residence, for the Service Period of December 2024 to December 2025	* 1,350,000.00	* 1,455,000.00	¥
			Total	半 1,350,000.00 半	半 1,455,000.00 半	¥ 1,495,000.00
			REMARKS	LCRB	Failed	Taile

Prepared By:

Noted By:

Reviewed By:

JAMILLE R. SAN JOSE Member, BAC Secretariat

FATIMA G. QUINTIN Head, BAC Secretariat

Approved By:

CHARMAINE A. SERNA-CHUA
BAC Chairperson

December 13, 2024

JUDITHA C. DISOMIMBA Member, BAC Secretariat



BIDS AND AWARDS COMMITTEE BAC RESOLUTION NO. 2024-034

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, THE AWARD TO YOSHIDA FISH FARMS CO. LTD. FOR THE PROCUREMENT FOR THE ANNUAL MAINTENANCE OF THE GARDENS AT THE OFFICIAL RESIDENCE

WHEREAS, there is a need to secure the services of a qualified gardening company that can provide regular maintenance gardening services at the Official Residence since the garden areas at the Official Residence of the Philippine Ambassador to Japan are regularly used for diplomatic and official purposes;

WHEREAS, the Official Residence currently seeks the services of gardening service providers on an as-needed basis, and the Bids and Awards Committee has determined, based on the quotations received from gardening companies, that it will be cheaper and practical to secure an annual regular gardening service;

WHEREAS, the procurement for the annual maintenance of the gardens at the Official Residence with an Approved Budget for the Contract (ABC) of **One Million Five Hundred Thousand (JPY1,500,000)** is included in Post's Annual Procurement Plan for Fiscal Year (FY) 2024, chargeable against its General Fund – 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 procurement for the annual maintenance of the gardens at the Official Residence, the Philippine Embassy requested quotations from reputable companies in Japan, namely Yoshida Fish Farms Co. Ltd., Ryosen Co. Ltd. and Kuusou Souzou Kobo Atelier Boku (Space Creative Factory Boku);

WHEREAS, based on the Abstract of Quotations submitted to the Bids and Awards Committee, Yoshida Fish Farms Co. Ltd. submitted the lowest calculated responsive bid (LCRB) in the amount of One Million Three Hundred Fifty Thousand Japanese Yen (JPY1,350,000.00);

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 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 for the procurement for the procurement for the annual maintenance of the gardens at the Official Residence, to Yoshida Fish Farms Co. Ltd., in the total amount of One Million Three Hundred Fifty Thousand Japanese Yen (JPY1,350,000.00), including taxes and other lawful charges.

Adopted this 16 December 2024 in Tokyo, Japan.

CHARMAINE A. SERNA-CHUA

Chairperson

Mary Joy B. Ramue

Vice Chairperson

JAN KENNETH E. BOLANTE

Member

ALVIN C'MALASIG

Member

DARELL ANN R. ARTATES

Member

Approved:

Ambassador

Head of the Procuring Entity

Date Approved: 16 December 2024

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, and award of contract for the procurement for the procurement for the annual maintenance of the gardens at the Official Residence, to Yoshida Fish Farms Co. Ltd., in the total amount of One Million Three Hundred Fifty Thousand Japanese Yen (JPY1,350,000.00), including taxes and other lawful charges.

Adopted this 16 December 2024 in Tokyo, Japan,

CHARMAINE A. SERNA-CHUA

Chairperson

mary Joy B. Kamue

Vice Chairperson

JAN KENNETH E. BOLANTE Member

ALVIN C. MALASIG Member

DARELL ANN R. ARTATES
Member

pproved:

Ambassador

Head of the Procuring Entity

Date Approved: 16 December 2024

NAME	INITIALS
Consul AO FG Quintin	
CO JC Disomimba	1
BAC Secretariat, Member	120
PO JR San Jose	00
BAC Secretariat, Member	(Jung



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

NOTICE OF AWARD

Date: 19 December 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.2024-034 dated 16 December 2024, the Philippine Embassy in Tokyo is awarding the following procurement to **Yoshida Fish Farms Co. Ltd.:**

Product/Service	Total Cost (inclusive of taxes and other lawful charges)
Procurement for the annual maintenance of the gardens at the Official Residence	One Million Three Hundred Fifty Thousand Japanese Yen (JPY1,350,000.00)

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

Very truly yours,

AYLENE J. GARCIA-AYBA Ambassador

Head of the Procuring Entity

Mr. Shunichi Yoshida

NOTICE OF AWARD

Date: 19 December 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.2024-034 dated 16 December 2024, the Philippine Embassy in Tokyo is awarding the following procurement to **Yoshida Fish Farms Co. Ltd.:**

Product/Service	Total Cost (inclusive of taxes and other lawful charges)
Procurement for the annual maintenance of the gardens at the Official Residence	One Million Three Hundred Fifty Thousand Japanese Yen (JPY1,350,000.00)

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

Very truly yours,

Ambassador Head of the Procuring Entity

Mr. Shunichi Yoshida

NAME	INITIALS
DCM CA Serna-Chua	de
BAC Chairperson	0~
Consul MJB Ramirez	. 00
BAC Vice Chairperson	mge
Consul JKE Bolante	/
BAC Member	/
Consul AC Malasig	
BAC Member	Leave /
Consul DAR Artates	1///
BAC Member	111
Consul and AO FG Quintin	
BAC Secretariat Head	
CO JC Disomimba	12
BAC Secretariat, Member	
PO JR San Jose	0,
BAC Secretariat, Member	Ly Ly



NOTICE TO PROCEED

Date: 23 December 2024

Sir:

Please be informed that pursuant to the Notice of Award dated 19 December 2024, issued by the Philippine Embassy in Tokyo, **Yoshida Fish Farms Co. Ltd.** is hereby engaged to provide her services for the annual maintenance of the gardens at the Official Residence, for the total amount of **One Million Three Hundred Fifty Thousand Japanese Yen (JPY1,350,000.00)**, 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 ruly yours

Ambassador

Head of the Procuring Entity

Mr. Shunichi Yoshida

NOTICE TO PROCEED

Date: 23 December 2024

Sir:

Please be informed that pursuant to the Notice of Award dated 19 December 2024, issued by the Philippine Embassy in Tokyo, **Yoshida Fish Farms Co. Ltd.** is hereby engaged to provide her services for the annual maintenance of the gardens at the Official Residence, for the total amount of **One Million Three Hundred Fifty Thousand Japanese Yen (JPY1,350,000.00)**, 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,

Ambassador Head of the Procuring Entity

Mr. Shunichi Yoshida

NAME	INITIALS
DCM CA Serna-Chua	
BAC Chairperson	
Consul MJB Ramirez	
BAC Vice Chairperson	ngoe
Consul JKE Bolante	
BAC Member	
Consul AC Malasig	1/~
BAC Member	par /
Consul DAR Artates	1/2
BAC Member	14
Consul and AO FG Quintin	9 /
BAC Secretariat Head	
CO JC Disomimba	8
BAC Secretariat, Member	5
PO JR San Jose	0.
BAC Secretariat, Member	Jy

AGREEMENT FOR THE PROCUREMENT FOR THE ANNUAL MAINTENANCE OF THE GARDENS AT THE OFFICIAL RESIDENCE

KNOW ALL BY THESE PRESENTS:

This Agreement was made and executed this 23rd day of December 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."**

And

YOSHIDA FISH FARMS CO. LTD., a gardening contractor with business address at 15-3 Matsuki, Hachioji-shi, Tokyo 192-0362 hereinafter referred to as "Contractor;"

Witnesseth:

WHEREAS, the Embassy requires services of a qualified contractor capable of annual gardening maintenance services at the gardens at the Official Residence of the Ambassador, 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 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

- 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, 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 annual maintenance of the gardens at the Official Residence, for the service period of December 2024 to December 2025, with the following specifications and inclusions:
 - A) The gardens at the main driveway and cascading fountain area/inner garden area at the Official Residence shall be included in the maintenance work;
 - B) Gardeners shall be available for regular maintenance work at least once a month for every month;
 - C) Gardeners shall ensure that no damage comes to trees planted by notable persons in the gardens, and shall take efforts to ensure the well-being of such trees:
 - D) Seasonal plants shall replace the plant and flowerbeds at least twice a year, for the summer and winter season;
 - E) Gardeners shall take care not to disturb or harm the koi fish kept in the garden ponds during gardening work;
 - F) Gardeners shall take care of the proper waste disposal of plants, flowers and other rubbish generated from the gardening work;
 - G) Gardeners shall ensure that there are no permanent or lasting alterations to the grounds or garden areas of the Official Residence, including the accessories and fixtures found therein, in light of its status as a National Historical Landmark in the Philippines; and
 - H) Gardeners, through the company, shall submit regular maintenance reports to the Embassy.
- 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:
 - 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 **One Million Three Hundred Fifty Thousand Japanese Yen** (¥1,350,000.00) 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:

Payment for the project may be made within thirty (30) days upon official receipt of the Embassy of the Invoice or Request for payment.

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 perform the monthly regular maintenance work for the service period of December 2024 to December 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:
 - 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.
- 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.

YOSHIDA FISH FARMS CO. LTD. 15-3 Matsuki, Hachioji-shi, Tokyo

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

Ву:

SHUNICHI YOSHIDA

President

Бу

MYLENE J. GARCIA-ALBANO

Ambassador

Witnesses:

ALVIN C. MALASIG

Consul, Economic Section

FATIMA G. QUINTIN

Consul and Administrative Officer

御請求書

フィリビン共和国大使館 御中

令和6年12月24日

下記のとおり御請求申し上げます

御請求金額

¥1,350,000

古田観賞魚販売株式

八王子市松木15-3三天原业登録番号:T20101010日頃月

TEL: 042-676-7115

FAX: 042-689-5588

住 様:1

見積 No.: GG

エントランス・中庭植栽メンテナンス2024年12月~2025<u>年12月</u>

納品場所:

有効期限:1週間

見稍条件:

承認	担当
	吉田

項目	摘要		数量	単価	金額
エントランス・中庭	メンテナンス作業費(チーフ)	[0]	24.0	35, 000	840,000
	メンテナンス作業費(サブ)	[<u>[</u>]	18.0	18, 000	324,000
					0
					0
補植費	植物代一式	式	2.0	48,000	96, 000
(年2回夏・冬)	植栽作業費	江	2.0	35, 000	70,000
					0
	運搬諸経費	工	2.0	10,000	20,000
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0

備考:消費税は10%とし、全て外税表示となっております。

小計	1,350,000
合計	1,350,000

御振込みは下記の取り扱い銀行宛にてお願い致します。手数料はお客様負担となりますので、ご了承ください。

横浜銀行 相模原駅前支店 当座預金 0104020 吉田観賞魚販売株式会社

備考:

☆お支払は店頭にて現金払いまたは上記口座へのお振込みにてお願いいたします。 クレジットカードのお取り扱いはございませんので、ご了承ください。 Invoice

December 24, 2024

Embassy of the Philippines

Yoshida Fish Farms

Below Quotation as follows;

15-3 Matsuki, Hachioji-shi, Tokyo Registered no. T2010101004080

Invoice amount \$1,350,000

TEL: 042-676-7115 FAX: 042-689-5588

Quotation No.:

Description: Entrance and Inner Garden Maintenance December 2024 to December 2025

Delivery Place: Expiry: 1 month Quotation Condition:

Approved by: Yoshida (Red seal)

In charge: Yoshida

Description	Quantity	Price per unit	Amount
Maintenance Work (labor for Chief gardener)	24 times	35,000yen	840,000yen
Maintenance Work (labor for sub gardener)	18 times	18,000	324,000
			0
			0
One whole set of Plants	2 times	48,000	96,000
Planting fee cost	2 times	35,000	70,000
Transportation/delivery fee	2 times	10,000	20,000
	Maintenance Work (labor for Chief gardener) Maintenance Work (labor for sub gardener) One whole set of Plants Planting fee cost	Maintenance Work (labor for Chief gardener) Maintenance Work (labor for sub gardener) 18 times One whole set of Plants 2 times Planting fee cost 2 times	Maintenance Work (labor for Chief gardener) Maintenance Work (labor for sub gardener) One whole set of Plants 24 times 35,000yen 18 times 18,000 2 times 48,000 Planting fee cost 2 times 35,000

Bank Info:

Yokohama Bank Sagamihara Ekimae Branch

Checking Account:0104020

吉田観賞魚販売株式会社 (Yoshida Fish Farms)

Subtotal	1,350,000yen
Final Total	1,350,000yen

Remarks: Consumption Tax is 10%, all prices are shown tax excluded. If Geological disturbance (such as damage on concrete plate, concrete foundation, piping) occurred separate invoice will be prepared.

If weeding(grass removing work) is required during maintenance, an additional \(\frac{4}{5}\),000 + tax per square meter will be charged for weeding work.