

## CONTRACT FOR THE PROCUREMENT OF ONE (1) UNIT OF MOTOR VEHICLE (PICK-UP)

This **CONTRACT** executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**JOHN HAY MANAGEMENT CORPORATION**, a government-owned and controlled corporation, operating by virtue of the laws of the Republic of the Philippines, with office address at the John Hay Special Economic Zone, Camp John Hay, Loakan Road, Baguio City, hereinafter called "**JHMC**";

-and-

**NISSAN COMMONWEALTH, INC.**, a company duly organized and existing under the laws of the Republic of the Philippines, with principal office at # 41 Commonwealth Avenue, Holy Spirit, Quezon City, hereinafter called "**SUPPLIER**";

**WHEREAS**, **JHMC** invited Bids for certain goods and services, particularly procurement of One (1) Unit of Motor Vehicle (Pick-up);

**WHEREAS**, the **SUPPLIER** submitted a responsive bid and was awarded the contract for the procurement in the total amount of **Two Million Three Hundred Fifty Five Thousand Pesos (Php2,355,000.00)**, hereinafter referred to as the "**Contract Price**."

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, viz:

a. Philippine Bidding Documents (PBD);


- i. Invitation to Bid;
- ii. Instruction to Bidders;
- iii. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid if any, resulting from the Procuring Entity's bid evaluation;
- iv. Bid Data Sheet;
- v. Schedule of Requirements;
- vi. Technical Specifications;
- vii. General and Special Conditions of Contract;
- viii. Supplemental Bid Bulletins, if any; and

ANTHONY F. CLARO  
Fleet Sales Manager, Nissan  
Commonwealth, Inc.

BENJAMIN O. JR.  
General Sales Manager, JHMC

NISSAN COMMONWEALTH, INC.  
ARLENE B. NICOLAS  
Authorized Representative

JOHN HAY MANAGEMENT CORPORATION  
MANJIT T. SINGH REANDI  
President and CEO

  
ANTHONY F. CLARO  
Fleet Sales Manager, Nissan  
Commonwealth, Inc.

  
BENJAMIN B. JR.  
General Sales Manager, JHMC

NISSAN COMMONWEALTH, INC.  
  
ARLENE B. NICOLAS  
Authorized Representative

JOHN HAY MANAGEMENT CORPORATION  
  
MANJIT SINGH REANDI  
President and CEO

- ix. Other contract documents that may be required by existing laws and/or **JHMC**.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;
- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or **JHMC**, such as but not limited to the Notice to Proceed and Warranty Security.
3. In consideration of the Contract Price of **Two Million Three Hundred Fifty Five Thousand Pesos (Php2,355,000.00)**, or such other sums as may be determined in accordance with the terms of the Contract, the **SUPPLIER** agrees to deliver and perform the items and related services for the One (1) Unit of Motor Vehicle (Pick-Up) described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
4. **JHMC** agrees to pay the above-mentioned sum to the **SUPPLIER** in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).
6. To ensure continuing compliance with tax laws pursuant to Executive Order No. 398;
- a. The **SUPPLIER** shall pay taxes in full and on time, failure to do so will entitle **JHMC** to suspend payment.
- b. The **SUPPLIER** is likewise required to submit, prior to the execution the Agreement, a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of her income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


For **JHMC**  
Head of the Procuring Entity

  
**MANJIT T. SINGH REANDI**  
*President and CEO*

For **SUPPLIER**  
Duly authorized to sign the Contract  
for and behalf of **NISSAN**  
**COMMONWEALTH, INC.:**


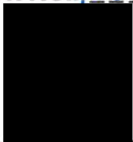
  
**ARLENE B. NICOLAS**  
*Authorized Representative*

Signed in the presence of:

  
**BENJAMIN S. NIÑO, JR.**  
*General Manager, JHMC*

  
**ANTHONY F. CLARO**  
*Fleet Sales Manager, Nissan  
Commonwealth, Inc.*

Certified Availability of Funds:  
**CAF No.:** CAF 25 - 11- 180

**BUR No.:** 06- 2025- 11- 1125   
  
**JOSEPHINE Q. TECAN**  
*Accountant, JHMC*



ACKNOWLEDGEMENT

Republic of the Philippines)  
Baguio City ) SS.

**BEFORE ME**, a Notary Public in and for NOV 24 2025, personally appeared the following persons:

Name	Identification Document	Issued/Expiration Date
Manjit T. Singh Reandi	Driver's License No. A07-07-000863	Baguio City

He is known to me to be the same person who executed the foregoing instrument and he acknowledged to me that the signature he affixed confirms his own free act and the entity he represents.

This Contract consisting of four (4) pages including pages where the separate Acknowledgments are stated, relates to the Contract for the Procurement of One (1) Unit of Motor Vehicle between John Hay Management Corporation and Nissan Commonwealth, Inc. The Parties and their witnesses signed in the proper spaces and the left margin of every page.

**SIGNED AND SEALED** on NOV 24 2025 in Baguio City, Philippines

Doc. No. 356  
Page No. 32  
Book No. II  
Series of 2025.

**ATTY. MARY ELLEN S. CABUAT**

Notary Public for and in Baguio City

Notarial Commission valid until 31 December 2025

IBP No. 407458: 01/08/2024

PTR No. 6181437: 01/12/2024

Roll of Attorneys No. 55866

MCLE Compliance No. VII-0004316 valid until 04/14/2025

ACKNOWLEDGEMENT

Republic of the Philippines)  
BAGUIO CITY ) SS.

**BAGUIO CITY**

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_, personally appeared the following persons:

Name	Identification Document	Issued/Expiration Date
Arlene B. Nicolas	PhISys Number (PSN) 2302-9168-5793-7501	Date Issued 10 August 2022

She is known to me to be the same person who executed the foregoing instrument and she acknowledged to me that the signature she affixed confirms her own free act and the entity she represents.

This Contract consisting of four (4) pages including pages where the separate Acknowledgments are stated, relates to the Contract for the Procurement of One (1) Unit of Motor Vehicle between John Hay Management Corporation and Nissan Commonwealth, Inc. The Parties and their witnesses signed in the proper spaces and the left margin of every page.

**SIGNED AND SEALED** on NOV 21 2025 in BAGUIO CITY, Philippines.

Doc. No. 37  
Page No. 3  
Book No. XXVI  
Series of 2025.

**ROBLE CALABIAS**

No. 24 Martinez Street, Engineer's Hill, Baguio City

Until December 31, 2025

IBP Lifetime OR No. 580499; May 14, 2003

Roll No. 43275; May 7, 1998; Manila

N.A. 05-NC-24-R / MCLE VII-0013082 until April 15, 2025

PTR No. 7530075; Jan 3, 2025, Baguio City

**MCLE No. VIII-0039237**  
Until 04/14/2028

REPUBLIC OF THE PHILIPPINES)

) S.S.

X-----X

SECRETARY'S CERTIFICATE

I, LEO ANTHONY P. SAN JUAN, a duly elected and qualified Corporate Secretary of **NISSAN COMMONWEALTH, INC.** a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with place of business at # 41 Commonwealth Avenue, Holy Spirit, Quezon City, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the Regular/Special meeting of the Board of Directors of the said Corporation duly convened and held on **August 15, 2025** at which meeting a quorum was present and acted throughout, the following resolution was unanimously approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

**RESOLVED**, that **NISSAN COMMONWEALTH, INC.** be, as it hereby is, authorized to participate in the bidding of the and that if awarded the project shall enter into a contract with the **PROCUREMENT OF ONE (1) UNIT OF MOTOR VEHICLE (re-bid); FOR JOHN HAY MANAGEMENT CORPORATION** and in connection therewith hereby appoint **BRIAN C. NUNAG- GENERAL SALES MANAGER** and/or **ANDRE MIGUEL J. LEONGSON - FLEET SALES MANAGER** and/or **ANTHONY F. CLARO - FLEET SALES MANAGER** and/or **ARLENE B. NICOLAS - AUTHORIZED REPRESENTATIVE**, acting as duly authorized and designated representatives of **NISSAN COMMONWEALTH, INC.**, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent **NISSAN COMMONWEALTH, INC.**, in the bidding as fully and effectively as the **NISSAN COMMONWEALTH, INC.**, might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

IN WITNESS WHEREOF, I/We have hereunto set my/our hands this 16 day of AUG 16 2025 at QUEZON CITY.

**LEO ANTHONY P. SAN JUAN**  
Corporate Secretary

**QUEZON CITY**

**SUBSCRIBED AND SWORN** to before me this 16 day of AUG 16 2025 at Quezon City, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her Social Security System ID, with his/her photograph and signature appearing thereon, with no. **33-3845488-8**.

AUG 16 2025

Witness my hand and seal this 16 day of AUG 16 2025.

NAME OF NOTARY PUBLIC

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. 16, [date issued], [place issued]

IBP No. 16, [date issued], [place issued]

Doc. No. 42  
Page No. 82  
Book No. CUA91

**Godfrey P. San Juan**  
Notary Public for Quezon City  
Valid until December 31, 2025  
Valid until December 2024; Quezon City



SECRETARY'S CERTIFICATE

REPUBLIC OF THE PHILIPPINES) Sc.

BAGUIO CITY )

I, **TEDDY ESTEBAN F. RIGOROSO**, of legal age, married, with office address in Rigoroso Galindez Rabino Laron & Maristela Law Offices, 901 Fil Garcia Tower, 140 Kalayaan Avenue, Diliman, Quezon City, Metro Manila, Philippines, being the Corporate Secretary of JHMC, after having been duly sworn in accordance with law, hereby CERTIFY, that during the 269<sup>th</sup> Regular Meeting of the JHMC Board of Directors held on 12 November 2025 via Google Meet Video Conferencing, where a quorum was present, upon motion made and duly seconded, the Board passed and approved the following resolution:

*John Hay Management Corporation  
Board Resolution No. 2025-1112-253*

Resolve, as it is hereby **resolved**, that the **John Hay Management Corporation ("JHMC") Board of Directors** hereby:

- 1) **Approves** the Contract between JHMC and NISSAN COMMONWEALTH, INC., for the Procurement of One (1) Unit of Motor Vehicle (Pick-up), as the Contract is in accordance with the form and substance prescribed by the Government Procurement Policy Board and NISSAN COMMONWEALTH, INC. submitted the Single Calculated and Responsive Bid; and
- 2) **Authorizes** the JHMC President and Chief Executive Officer, Manjit T. Singh Reandi, to sign the Contract for and on behalf of JHMC; and

Resolved, finally, that this Resolution shall take effect immediately on 12 November 2025 and shall supersede all prior JHMC resolutions, instructions, memoranda, circulars, or instruments inconsistent herewith.

This certification is being issued subject to the final approval of the Minutes of the 12 November 2025 JHMC Board Meeting.

IN WITNESS WHEREOF, I have set my hand this NOV 18 2025 day of BAGUIO CITY 2025 in BAGUIO CITY

ATTY. **TEDDY ESTEBAN F. RIGOROSO**  
Corporate Secretary

NOV 18 2025 BAGUIO CITY

**SUBSCRIBED AND SWORN TO** before me this NOV 18 2025 day of BAGUIO CITY 2025 in BAGUIO CITY, affiant exhibiting to me his IBP Identification Card No. 42240.

Doc No.: 406  
Page No.: 82  
Book No.: X  
Series of 2025

My C

MCL

PT

IBP O.R. No. 477774; 11-19-24 (2025)

Baguio-Benguet Chapter

Email: gray\_tambiac@yahoo.com