

CONTRACT FOR THE PROCUREMENT OF LANDSCAPING SERVICES FOR THE ENHANCEMENT OF POCKET GARDENS IN CAMP JOHH HAY


JOHN MICHAEL ZAPARITA
Operations Manager, Zaparita's Garden

This **CONTRACT** executed on the ____ day of NOV 24 2025, 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-


EDITH T. MALONG MEJIA
Environment Manager, JHMC

ZAPARITA'S GARDEN, a company duly organized and existing under the laws of the Republic of the Philippines, with principal office at # 3 City Orchidarium, Baguio City, hereinafter called "**SUPPLIER**";

WHEREAS, JHMC invited Bids for certain goods and services, particularly procurement of Landscaping Services for the Enhancement of Pocket Gardens in Camp John Hay;

WHEREAS, the SUPPLIER submitted a responsive bid and was awarded the contract for the procurement in the total amount of **Nine Hundred Fifty Thousand Pesos (Php950,000.00)**, hereinafter referred to as the "**Contract Price**".

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

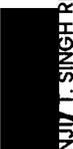
ZAPARITA'S GARDEN

RUBEN C. ZAPARITA

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. 1209 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;

JOHN HAY MANAGEMENT CORPORATION

MANJIV T. SINGH REANDI
President and CEO


JOHN MICHAEL ZAPARITA
Operations Manager, Zaparita's
Garden

- vii. General and Special Conditions of Contract;
- viii. Supplemental Bid Bulletins, if any; and
- 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.


EDITHA P. MALONG-MEJIA
Environment Manager, JHMC

3. In consideration of the Contract Price of **Nine Hundred Fifty Thousand Pesos (Php950,000.00)**, 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 Landscaping Services for the Enhancement of Pocket Gardens in Camp John Hay 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.

ZAPARITA'S GARDEN

BIBENCIO ZAPARITA

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).

JOHN HAY MANAGEMENT CORPORATION

MANJIV T. SINGH REANDI
President and CEO

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

For **SUPPLIER**
Duly authorized to sign the Contract
for and behalf of **ZAPARITA'S
GARDEN**


MANJIT T. SINGH REANDI
President and CEO


RUBEN C. ZAPARITA


Signed in the presence of:



EDITHA P. MALONG-MEJIA
Environment Manager, JHMC


JOHN MICHAEL ZAPARITA
*Operations Manager, Zaparita's
Garden*

Certified Availability of Funds:

CAF No.: CAF25-11-185

BURN 02-2025-11-1110


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
Ruben C. Zaparita	Driver's License No. A01-92-035012	Baguio Ciity Valid until 19 February 2028

They are known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free act and the entity they represent.

This contract, consisting of four (4) pages including this where the acknowledgment is stated, relates to the Contract for the Procurement of Landscaping Services for the Enhancement of Pocket Gardens in Camp John Hay between John Hay Management Corporation and Zaparatita's Garden. 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.

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Series of 2025.


ATTY. MARY ELLEN S. CABUHA
 Notary Public for and in Baguio City
 Notarial Commission valid until 31 December 2025
 IBP No. 407458: 01/08/2024
 PTR No. 6131437: 01/12/2024
 Roll of Attorneys No. 55366
 MCLE Compliance No. VII-0004316 valid until 04/14/2025

ZAPARITA'S GARDEN

RUBEN C. ZAPARITA

JOHN HAY MANAGEMENT CORPORATION

MANJIT T. SINGH REANDI
President and CEO


JOHN MICHAEL ZAPARITA
Operations Manager, Zaparita's Garden


EDITHA P. WALONG-AMEDIA
Environment Manager, JHMC

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 269th 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. 2025-1112-251*

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

- 1) **Approves** the Contract between JHMC and ZAPARITA'S GARDEN for the Procurement of Landscaping Services for the Enhancement of Pocket Gardens in Camp John Hay, as the Contract is in accordance with the form and substance prescribed by the Government Procurement Policy Board and ZAPARITA'S GARDEN submitted the Most Advantageous and Responsive Bid;
- 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.

NOV 18 2025

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

ATTY. TEDDY ESTEBAN F. RIGOROSO
Corporate Secretary

NOV 18 2025 BAGUIO CITY

SUBSCRIBED AND SWORN TO before me this ___ day of _____ 2025 in _____, affiant exhibiting to me his IBP Identification Card No. 42240

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Series of 2025

GRAY S. TAMBIAK
Notary Public for Baguio City
Notarial Commission (N.A.-38-NC-25-R)
My Commission Expires on December 31, 2026
Roll No. 63487; 05-08-14; Manila
MCLE COMPLIANCE No. VIII-0034340; 5-16-25
PTR No. 7619888-01-02-2025; Baguio City
IBP O.R. No. 47774; 11-19-24 (2025)
Baguio-Benguet Chapter
Email: gray_tambiac@yahoo.com