



Republic of the Philippines  
PROVINCE OF PAMPANGA  
**OFFICE OF THE GOVERNOR**  
Provincial Capitol, City of San Fernando, Pampanga  
(045) 409-7615

## NOTICE TO PROCEED

March 17, 2023

**Mr. Herminigildo C. Pineda**  
Chairman  
ILUG KAMALIG AGRICULTURE COOPERATIVE  
Pio, Porac, Pampanga

Dear Chairman Pineda:

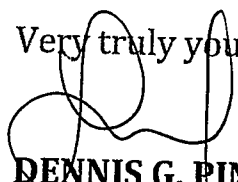
This is to inform you that the performance of the obligations specified in the attached Contract for the project "Seedling Production at the Provincial Seedling Nursery at the Provincial Materials Recovery Facility (MRF) in Porac, Pampanga" shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 RIRR of RA 9184.

As such you are responsible to perform the desired activities under the terms and conditions of the Contract.

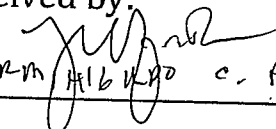
You may refer to the Project Coordinators at the PG-ENRO headed by Engr. Arthur F. Punsalan for technical assistance affecting the implementation of your contract.

Kindly confirm your receipt of this notice, which consists of two (2) pages, by signing in the space provided below. You must return one copy with your signature to the Provincial Government of Pampanga through the Bids and Awards Committee.

Very truly yours,

  
**DENNIS G. PINEDA**  
Governor

Received by:

  
HERMINIGILDO C. PINEDA

Date: MARCH 21, 2023

## CONTRACT AGREEMENT

This **AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, between the **PROVINCIAL GOVERNMENT OF PAMPANGA**, herein referred to as the "Entity" and **ILUG KAMALIG AGRICULTURE COOPERATIVE** hereinafter referred to as the "Community or Social Group" or "CSG" for brevity;

**WHEREAS**, after the required procurement process in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations, the Entity has accepted the offer of the CSG to deliver and perform the goods and services for the "**Seedling Production at the Provincial Seedling Nursery at the Material Recovery Facility (MRF) in Porac, Pampanga**" (hereinafter called the "Project") in the sum of **Eight Hundred Fifty Thousand Pesos, Philippine Currency (Php 850,000.00)** hereinafter called the ("Contract Price");

**WHEREAS**, the CSG is willing to execute the completion of the "Project" and to remedy any defects therein;

**NOW, THEREFORE**, the PARTIES hereby agree as follows:

### 1. SCOPE OF THE CONTRACT

The following documents shall be deemed to form and be read and construed as part of this Agreement, to wit:

- a. Request for Quotation
- b. Terms of Reference
- c. Eligibility requirements, documents and/or other statements
- d. Performance Security
- e. Notice of Award of Contract and CSG's conforme thereto
- f. Notice to Proceed
- g. Other documents that may be required by existing laws and/or the entity.

The CSG shall deliver and perform the goods and services specified in the Terms of Reference.

### 2. TERM

The CSG shall perform the services and output within the time periods specified in the Terms of Reference.

### 3. IMPLEMENTATION ARRANGEMENT

The CSG shall report to the Project Coordinators at the PG- ENRO headed by Engr. Arthur F. Punsalan. Both parties shall agree on a reporting arrangement. The PG-ENRO shall regularly conduct inspection during project implementation and whenever necessary, shall provide assistance to the CSG.

### 4. PAYMENT

The Entity agrees to pay the Contract Price based on the payment schedule specified in the Terms of Reference.

### 5. SETTLEMENT OF DISPUTES

Any dispute between the parties arising from misunderstanding in interpretation or execution of this Agreement shall be settled mutually. If parties did not reach amicable settlement, dispute shall be referred to adjudication/arbitration in accordance with the rules of procedures of Philippine laws. Parties are bound by any arbitration resolution rendered by the arbitrator.

DENNIS G. PINEDA  
Governor

HERMINIGILDO C. PINEDA  
Chairman

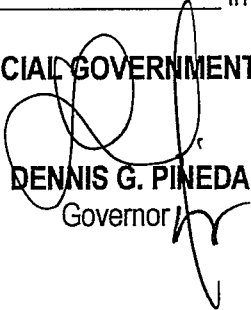
Witness

**6. TERMINATION**

The ~~Entity~~ may extra-judicially terminate the Contract subject to the conditions and procedures provided under the Guidelines on Termination of Contracts provided under GPPB Resolution No. 18-2004 as amended by GPPB Resolution No. 07-2019.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures on this day of \_\_\_\_\_ in the City of San Fernando, Pampanga.

PROVINCIAL GOVERNMENT OF PAMPANGA  
By:

  
**DENNIS G. PINEDA**  
Governor

ILUG KAMALIG AGRICULTURE COOPERATIVE  
By:

  
**HERMINIGILDO C. PINEDA**  
Chairman

Signed in the presence of

**ACKNOWLEDGEMENT**

Republic of the Philippines )  
Province of Pampanga )SS  
City of San Fernando )

**13 MAR 2023**

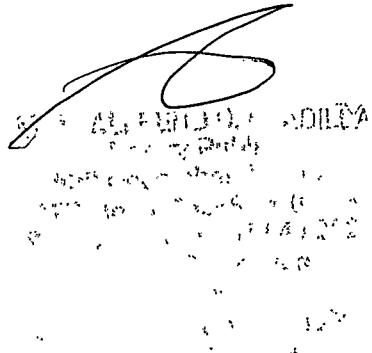
BEFORE ME, A Notary Public for and in the City of San Fernando, Province of Pampanga, Philippines, on this \_\_\_\_ day of \_\_\_\_\_, personally appeared the following and who exhibited to me their respective identifications (ID):

Name	IDENTIFICATION		
	No.	Date of Issue	Place of Issue
Dennis G. Pineda			
Herminigildo C. Pineda			

thereby known to me to be the same persons who executed and voluntarily signed the foregoing Contract, and acknowledged to me that the same is their free and voluntary act and deed, and of the entities they each represent.

The foregoing Contract consisting of two (2) pages including the page on which this acknowledgement is written, has been signed on the right margin of each and every page by the parties and the witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the same date and place as above-written.



Doc. No. 99  
Page No. 21  
Book No. 52  
Series of 2023.