



Republic of the Philippines PROVINCE OF PAMPANGA BIDS AND AWARDS COMMITTEE Provincial Capitol, City of San Fernando (P)



NOTICE TO PROCEED

August 22, 2024

KARPAM GENERAL MERCHANDISE 1165 Orion St. Jude, Malinta, City of Valenzuela.

Dear Sir / Madame:

The attached Contract for Certain Goods and Ancillary Services having been approved, notice is hereby served on you to proceed with the delivery of goods and services for Purchase Request No. 24-3130— "Supply and Delivery of 3,000 cavans — Regular Well-Milled Rice (Single Year Framework Agreement)" immediately upon your receipt hereof. You shall be responsible for performing the services under the terms and conditions of the Contract and in accordance with the Implementation Schedule.

Kindly confirm your receipt of this notice, which consists of two (2) copies, 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 Secretariat.

Very truly yours,

DENNIS G. PINEDA Governor /

Received-by:

Date: Curunt 29, 2024

FRAMEWORK AGREEMENT Supply and Delivery of 3,000 cavans – Regular Well-Milled Rice

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this _____day of ______, 2024 by and between [PROVINCIAL GOVERNMENT OF PAMPANGA], with office address at Capitol Compound, Barangay Sto. Nino, City of San Fernando (P), represented herein by DENNIS G. PINEDA, Provincial Governor and hereafter referred to as the "PROCURING ENTITY".

and

[KARPAM GENERAL MERCHANDISE], a duly registered entity existing under the laws of the Philippines with postal address at 1165 Orion St., St. Jude, Malinta, City of Valenzuela represented by its Authorized Representative, MS. MARY JANE B. SANTIAGO, hereinafter referred to as the "THE SUPPLIER",

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project Supply and Delivery of 3,000 cavans – Regular Well-Milled Commercial Rice (Single Year Framework Agreement);

WHEREAS, this Agreement is for the option to purchase of goods determined to be necessary and desirable to address and satisfy the needs of **THE PROCURING ENTITY** but by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined.

WHEREAS, THE PROCURING ENTITY has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by THE PROCURING ENTITY; and

WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by **THE PROCURING ENTITY**, shall maintain and update the eligibility requirements during period of this Agreement and shall honor all obligation under this Framework Agreement.

NOW THEREFORE, the parties hereby agree as follows:

Article I GENERAL CONSIDERATIONS

 This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to

MARY JANE B. SANTIAGO Authorized Representative

DENNIS G. PINEO

purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.

- 2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made and made an integral part thereof.
- 3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation:
 - (b) the Framework Agreement List and the Technical Specifications;
 - (c) the General Conditions of Contract;
 - (d) the Special Conditions of Contract;
 - (e) the Performance Security or Performance Securing Declaration;
 - (f) the Procuring Entity's Notice to Execute Framework Agreement;
 - (g) Mini Competition, when necessary; and
 - (h) Call-Offs.

Article II DURATION

The term of this Agreement shall be one (1) year from the date of execution unless sooner revoked by both parties.

Article III CONSIDERATION

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY has the option to purchase any or all of the items in the Framework Agreement List through the Issuance of Call-Off and THE SUPPLIER commits to deliver the goods and perform the services subject to the conditions of the Call-Off.

Article IV PERFECTION OF THE PROCUREMENT CONTRACT

The Framework Agreement being an option contract, a procurement contract is perfected only when **THE PROCURING ENTITY** exercises the option to procure any item from the Framework Agreement List through the issuance of a Call-Off.

MARY JANE B. SANTIAGO Authorized Representative

Aridia V OBLIGATION TO ANSWER A CALL-OFF

Once **THE PROCURING ENTITY** issues a Call off, **THE SUPPLIER** is bound to deliver the goods or perform the services identified as the time and date specified in the Call-Off.

Failure on the part of **THE SUPPLIER** to deliver goods or perform the services shall warrant forfeiture of performance security or performance securing declaration and imposition of liquidated damages as provided for the Guidelines on the use of Framework Agreement by all Procuring Entities without prejudice to all other applicable sanctions.

Article VI TERMS AND CONDITIONS

The terms and conditions of this Framework Agreement shall be governed by Guidelines on the Use of Framework Agreement by all Procuring Entity and all relevant issuance of the GPPB.

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

Provincial Government of Pampanga	KARPAM GENERAL MERCHANDISE
Entity	Supplier
By:	By:
DENNIS G. PINEDA Governor /	MARY JANE B. SANTIAGO Authorized Representative

Signed in the presence of:

ACKNOWLEDGMENT

Republic	of the	Philippines)
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Province of Pampanga......)

City of San Fernando......)S.S.

'1 9 AUG 2024

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):

	IDENTIFICATION				
Name	No.	Date of issue	Place of Issue		
Dennis G. Pineda					
Mary Jane B. Santiago					

thereby made 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 four (4) pages including the page on which this acknowledgment 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 by notarial seal on the same date and place as above-written.

Doc. No. <u>70</u>;

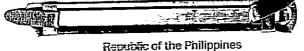
Page No. 15;

Book No. XLIV;

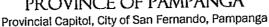
Series of 2024.

MARY JANE B. SANTIAGO Authorized Representative





PROVINCE OF PAMPANGA





BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

MS. RIZALINA D. NUQUI

Owner/General Manager

WNR CONSTRUCTION AND TRADING

St. Anthony Subd., Sto. Nino, CSFP

MADAME:

The attached Contract for Infrastructure Project having been approved, notice is hereby served on you to proceed with the commencement of the works for Purchase Request No. 24-3069- ("To supply labor, materials and necessary equipment for the Construction of Multi-Purpose Covered Area with Reinforced Concrete Slab at Sapang Uwak, Porac, Pampanga") immediately upon your receipt hereof. You shall be responsible for performing the services under the terms and conditions of the Contract and in accordance with the Implementation Schedule.

Kindly confirm your receipt of this notice, which consists of two (2) copies, 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 Secretariat.

Very truly yours,

DENNIS G. PINEDA

Governor /

	Print Name and Signature	DATE
PROOF OF RECEIPT	Regalina D. Klyer	August 29, 2024

WHEREAS, the Entity is desirous that the Contractor execute (To supply labor, materials and necessary equipment for the Construction of Multi-Purpose Covered Area with Reinforced Concrete Slab at Sapang Uwak, Porac Pampanga) (hereinafter called "the Works") and the Entity has accepted the Bid for (Five Million Five Hundred Sixty Nine Thousand Seven Hundred Sixty Nine Pess and 44/100 (Php 5,569,769.44)) by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - **b.** Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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;

- 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 the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of (Five Million Five Hundred Sixty Nine Thousand Seven Hundred Sixty Nine Pesos and 44/100 (Php 5,569,769.44)) or such other sums as may be ascertained, WNR CONSTRUCTION AND TRADING agrees To supply labor, materials and necessary equipment for the Construction of Multi-Purpose Covered Area with Reinforced Concrete Slab at Sapang Uwak, Porac, Pampanga in accordance with its Bid.
- 4. The PROVINCIAL GOVERNMENT OF PAMPANGA agrees to pay the above-

RIZALINA D. NUQUI

Governor

DENNIS G. PINED

Witness

Vitness

मा Win NESS wice जो पंक parties thereto have caused this Agreement to be executed the day and year क्रिडे bafore written.

PROVINCIAL GOVERNI Entity	MENT OF PAMPANG	1A A	CONSTRUCTION ND TRADING Contractor		
Ву:		Ву:			
Hon. DENNIS G. PINEDA Governor		Populma W. Mugur RIZALINA D. NUQUI Owner/General Manager			
	Signed in ti	he presence of:			
Republic of the Philippines		DGMENT			
Province of Pampanga City of San Fernando		2024			
BEFORE ME, a N Pampanga, Philippines, on and who exhibited to me t	otary Public for and this day of	in the City of San Fer	rnando, Province of peared the following		
Name		IDENTIFICATION			
	No.	Date of issue	Place of Issue		
Dennis G. Pineda		-			
Rizalina D. Nuqui					
page on which this acknow	cknowledged to me the es they each represent tract for Infrastructure dedgment is written, h	nat the same is their fre at. e consisting of two (2) has been signed on the r	e and voluntary act		
and every page by the part	ies and the witnesses	•			
IN WITNESS WHE on the same date and place	REOF, I have hereur as above-written.	nto set my hand and affi	xed by notarial seal		
Doc. No. <u>(70)</u> ;		ATTY CC	*)		

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Page No. 100; Book No. 33;

Series of 2024.





Republic of the Philippines PROVINCE OF PAMPANGA BIDS AND AWARDS COMMITTEE Provincial Capitol, City of San Fernando (P)



NOTICE TO PROCEED

August 27, 2024

KARPAM GENERAL MERCHANDISE 1165 Orion St. Jude, Malinta, City of Valenzuela.

Dear Sir / Madame:

The attached Contract for Certain Goods and Ancillary Services having been approved, notice is hereby served on you to proceed with the delivery of goods and services for Purchase Request No. 24-1830— "Supply and Delivery of Various Printed Materials" immediately upon your receipt hereof. You shall be responsible for performing the services under the terms and conditions of the Contract and in accordance with the Implementation Schedule.

Kindly confirm your receipt of this notice, which consists of two (2) copies, 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 Secretariat.

DENNIS G. PINEDA Governor I

Received by:

Veryftruly your

Date: <u>Quant 29, 2024</u>

Contract Agreement

THIS AGREEMENT, made this _____ day of ____, 2024 between PROVINCIAL GOVERNMENT OF PAMPANGA (hereinafter called the "Entity") and KARPAM GENERAL MERCHANDISE (hereinafter called the "Supplier").

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [Supply and Delivery of Various Printed Materials] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [(Four Million Fifty Five Thousand Seven Hundred Thirty Two Pesos, Philippine Currency (PhP 4,055,732.00)] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act. No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii .General and Special Conditions of Contract; and
 - iv. Supplemental /Bid Bulletins, if any;
 - (b) Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted.

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;

- (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 the Procuring Entity concerned in the PBD's. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of Four Million Fifty Five Thousand Seven Hundred Thirty Two Pesos, Philippine Currency (PhP 4,055,732.00) or such other sums as may be ascertained, KARPAM GENERAL MERCHANDISE agrees to the Supply and Delivery of Various Printed Materials in accordance with its Bid.

4. The PROVINCIAL GOVERNMENT OF PAMPANGA agrees to pay the abovementioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day

and year first before writi	en.		
By: Hon, DENNIS G Governor		By: MARY	NERAL MERCHANDISE Supplier JANE SANTIAGO zed Representative
	Signed in th	e presence of:	
	_		
	ACKNOV	VLEDGMENT	
) S.S. 2 2 AUG Notary Public for a on this day of	and in the City of Sa , personally a	n Fernando, Province o
Name		IDENTIFICATION	
	No.	Date of issue	Place of Issue
Dennis G. Pineda			
Mary Jane Santiago			
•	acknowledged to me		and voluntarily signed the free and voluntary act and

The foregoing Contract consisting of two (2) pages including the page on which this acknowledgment 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 by	notarial	seal on
the same date and place as above-written.		

Doc. No. <u>69</u> Page No. 15 Book No. XLIV Series of 2024.



Republic of the Philippines PROVINCE OF PAMPANGA **BIDS AND AWARDS COMMITTEE** Provincial Capitol, City of San Fernando (P)



NOTICE TO PROCEED

August 27, 2024

777 RED PHARMA, INC. A.Bonifacio Ave. Cor. Jaena St. Kalayaan Village, Quebiawan,

City of San Fernando (P)

Dear Sir / Madame:

The attached Contract for Certain Goods and Ancillary Services having been approved, notice is hereby served on you to proceed with the delivery of goods and services for Purchase Request No. 24-3728 ("Supply and Delivery of Medicines for Alagang Nanay Preventive Healthcare Program") immediately upon your receipt hereof. You shall be responsible for performing the services under the terms and conditions of the Contract and in accordance with the Implementation Schedule.

Kindly confirm your receipt of this notice, which consists of two (2) copies, 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 Secretariat.

DÈNNIS G. PINEDA

Very truly yours,

Governor

Received by:

08/29 Date:

FICHERONO)

Authorized Representative

Contract Agreement (Repeat Order)

THIS AGREEMENT, made this _____ day of ____ 1 AUG ______, 2024 between PROVINCIAL GOVERNMENT OF PAMPANGA (hereinafter called the "Entity") and 777 RED PHARMA, INC. (hereinafter called the "Supplier").

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [Supply and delivery of Medicines for Alagang Nanay Preventive Healthcare Program] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [Three Million Seventy Four Thousand Three Hundred Thirteen Pesos & 25/100, Philippine Currency (PhP 3,074,313.25)] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act. No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii .General and Special Conditions of Contract; and
 - iv. Supplemental /Bid Bulletins, if any;
 - (b) Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted.

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;

- (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 the Procuring Entity concerned in the PBD's. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of Three Million Seventy Four Thousand Three Hundred Thirteen Pesos & 25/100, Philippine Currency (PhP 3,074,313.25) or such other sums as may be ascertained, 777 RED PHARMA, INC. agrees to the Supply and delivery of Medicines for Alagang Nanay Preventive Healthcare Program in accordance with its Bid.

4.	The	PROVINCIAL	GOVERNMENT	OF	PAMPANGA	agrees	to	pay	the	above-
	mentio	oned sum in acc	ordance with the	term:	s of the Bidding					

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Provincial Government Entity By: Hon. DENNIS G. Governor	PINEDA	By: JESS RICH	ED PHARMA, INC. Supplier ARDSON P. RECAIDO zed Representative
	Signed in th	ne presence of:	
	ACKNOV	VLEDGMENT	
) S.S. 2 1 Al Notary Public for a on this day of	, personally a	n Fernando, Province o appeared the following and
Name	to the same	IDENTIFICATION	
Idanic	No.	Date of issue	Place of Issue

thereby made 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 acknowledgment 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 by notarial seal on the same date and place as above-written.

Doc. No. 33; Page No. 42; Book No. 34; Series of 2024.

Dennis G. Pineda Jess Richardson P.

Recaido

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