



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



NOTICE TO PROCEED

September 23, 2024

MR. REYNALDO N. BASCO
FEDERATION OF SASMUAN
FISHERFOLKS ASSOCIATION, INC.
Sta. Lucia, Sasmuan, Pampanga

Dear Chairman Basco:

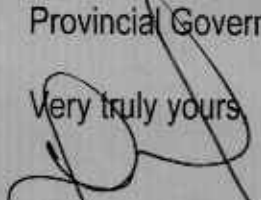
This is to inform you that the performance of the obligations specified in the attached Contract for the project "**Mangrove Propagation and Upgrading of the Provincial Pilot Mangrove Nursery at San Antonio, Sasmuan, Pampanga**" shall commence upon receipt of this Notice to Proceed in accordance with 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.

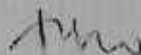
You may refer to the Project Coordinators at the PG-ENRO headed by Engr, Arthur F. Punsalan for technical assistance affecting the implementation of your contract.

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:



Date: September 13, 2024

9/16

Contract Agreement

30 AUG 2024

THIS AGREEMENT, made this _____ day of _____, 2024 between the **PROVINCIAL GOVERNMENT OF PAMPANGA** hereinafter called the "Entity" and **FEDERATION OF SASMUAN FISHERFOLKS ASSOCIATION, INC.** hereinafter referred to as the "Community or 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 **"Mangrove Propagation and Upgrading of the Provincial Pilot Mangrove Nursery at San Antonio, Sasmuan, Pampanga"** (hereinafter called the "Project") in the sum of **Nine Hundred Eighty Three Thousand Pesos, Philippine Currency (PhP 983,000.00)** 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 to 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 CGS's conforme thereto
- f. Notice to Proceed
- g. Other documents that may be required by existing laws and/or the entity.

The CSG 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

REYNALDO N. BASCO
Authorized Representative

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 GPPC Resolution No. 18-2004.

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

Provincial Government of Pampanga

FEDERATION OF SASMUAN FISHERFOLKS ASSOCIATION
Supplier

By:

Hon. DENNIS G. PINEDA
Governor

By:

REYNALDO N. BASCO
Authorized Representative

Signed in the presence of:

ACKNOWLEDGMENT

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

30 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):

| Name | IDENTIFICATION | | |
|-------------------|----------------|---------------|----------------|
| | No. | Date of issue | Place of Issue |
| Dennis G. Pineda | | | |
| Reynaldo N. Basco | | | |

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. 334 ;
Page No. 51 ;
Book No. XLV ;
Series of 2024.

ATTY. WILFREDO I. SANTIAGO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
ROLL NO. 64874
MCLE NO. VI-40639-10/3-20-2019
PTR NO. 6637452/10/03/24 PAMPANGA
IBF NO. 077643/E2-24-2019