10/21/25, 9:00 AM **PhilGFPS**



Rodrigo Castillo

Central Portal for Philippine Government Procurement Oppurtunities

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Award Notice Abstract (Ref No.: 5796044) Status: Updated **DEPARTMENT OF EDUCATION - DIVISION OF BATANGAS** Reference Number: Award Type: Provincial Sports Complex Compound, Bolbok Batangas City Batangas, 12244176 Region IV-A, Philippines Award Notice PR No. 2025-07-0086 Procurement of Milk Components Control Number: Contract Amount: Awardee: **Contact Person:** THE ROSARIO LIVESTOCK AND PR No. 2025-07-0086 Php11,731,720.00 AGRICULTURE FARMING MA. CATHERINE ABAYA SANTIAGO Bid Notice Title: COOPERATIVE Award Date: Address : Designation: PR No. 2025-07-0086 15-Aug-2025 POBLACION B, AGRICULTURE COMPOUND Rosario Batangas, Region MANAGER Procurement of Milk Publish Date: IV-A, Philippines Components to be used for 21-Oct-2025 School-Based Feeding Date Last Updated: Line Item **Product/Service/Project Name** # Budget Program (SBFP) for SY 21-Oct-2025 PR No. 2025-07-0086 Procurement of Milk Components, PR No. 2025-07-0086 Procurement of Contract Number: 2025-2026 Milk Components to be used for School-Based Php12,444,432.00 PR No. 2025-07-0086 Approved Budget: Feeding Program (SBFP) for SY 2025-2026, 50130000, 1, Lot Php12,444,432.00 Proceed Date: Procurement Mode: 16-Sep-2025 Reason for Award: Negotiated Procurement -Contract Effectivity Lowest Calculated Responsive Bid Community Participation Date: (Sec. 53.12) 17-Sep-2025 Classification: Contract End Date: Goods 23-Oct-2025 Category: Created By: Dairy Products Rodrigo S. Castillo **Applicable Procurement** Date Created: Rules: 21-Oct-2025 Implementing Rules and Approver: Regulations Funding Source: View Documents: Government of the Philippines (GOP) Funding Instrument: General Appropriations Act Area of Delivery: Batangas **Delivery Period:** 37 Day/s Contact Person: Rodrigo Castillo Created By:



Department of Education

REGION IV-A CALABARZON
SCHOOLS DIVISION OF BATANGAS

BAC RESOLUTION DECLARING LCRB AND RECOMMENDING APPROVAL RESOLUTION NO. 27, s. 2025

WHEREAS, on July 2, 2025 at 9:00 a.m. the Bids and Awards Committee conducted Pre-Procurement Conference for the Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026 with a total budget amounting to Thirty-Six Million Eight Hundred Thirty-Six Thousand Seven Hundred Ninety-Three Pesos (P36,836,793.00) only;

WHEREAS, on July 22, 2025, the DepEd Division of Batangas through the Bids and Awards Committee (BAC) Secretariat posted the Request For Quotation through Negotiated Procurement-Community Participation (NP-CP) under Section 53.12 of the 2016 Revised IRR of RA 9184 as revised under Government Procurement Policy Board (GPPB) Resolution No. 18-2021, the project for PR No. 2025-07-0086 – Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026 with an Approved Budget for the Contract of Twelve Million Four Hundred Forty-Four Thousand Four Hundred Thirty-Two Pesos (Php 12,444,432.00) only, in the websites of PhilGEPS and Procuring Entity and on the SDO Bulletin Board continuously for 7 calendar days:

WHEREAS, in response to the said advertisements, seven (7) prospective bidders logged in the Documents Request List of PhilGEPS;

WHEREAS, The Rosario Livestock And Agriculture Farming Cooperative and Aces Philproducers Corporation submitted their bids manually at 11:47 a.m. and 12:05 p.m. respectively on July 28, 2025 at SDO Conference Room, Music and Arts Building, Provincial Sports Complex, Bolbok, Batangas City;

WHEREAS, the deadline of submission and opening of bids was on July 28, 2025 at 1:00 p.m. and the authorized representatives of The Rosario Livestock And Agriculture Farming Cooperative and Aces Philproducers Corporation attended the said procurement activity;

WHEREAS, the BAC opened the financial component envelope of the two bidders and found the following details below:

Name of Bidders	Bid Amount (As Read)	% Variance from ABC
ACES PHILPRODUCERS CORPORATION	P 12,325,913.60	0.95%
THE ROSARIO LIVESTOCK AND AGRICULTURE FARMING COOPERATIVE	P 11,731,720.00	5.73%
XXXX	xxxx	xxxx







Address: Provincial Sports Complex, Bolbok, 4200 Batangas City

Telephone:(043)722-1840 / 722-1796

Email Address: deped.batangas@deped.gov.ph

Doc. Ref. Code	SDO-OSDS-F116	Rev	00
Effectivity	03.10.25	Page	1 of 3



Department of Education

REGION IV-A CALABARZON
SCHOOLS DIVISION OF BATANGAS

WHEREAS, the BAC declared The Rosario Livestock And Agriculture Farming Cooperative as the Lowest Bid as Read;

WHEREAS, on July 29, 2025 at 9:30 a.m., the detailed evaluation of bids of The Rosario Livestock And Agriculture Farming Cooperative was conducted at SDO Conference Room, Music and Arts Building, Provincial Sports Complex, Bolbok, Batangas City and the bid amount as calculated is as follows:

Name of Bidder	Bid Amount (As Calculated)	% Variance from ABC	
THE ROSARIO LIVESTOCK AND AGRICULTURE FARMING COOPERATIVE	P 11,731,720.00	5.73%	
ACES PHILPRODUCERS CORPORATION	P 12,325,913.60	.95%	
XXXX	xxxx	xxxx	

WHEREAS, on July 30, 2025, the BAC issued a Notice To Conduct Post-qualification to The Rosario Livestock And Agriculture Farming Cooperative stating that the BAC will conduct an onsite evaluation of eligibility, technical and financial requirements as well as the sample of milk components to be delivered;

WHEREAS, on August 6, 2025, the BAC conducted onsite post-qualification of legal, technical and financial documents, in coordination with the End User, they examined and verified the sample of pasteurized milk to be delivered by The Rosario Livestock And Agriculture Farming Cooperative for the said project;

WHEREAS, upon careful examination, validation, and verification of the eligibility, technical, and financial requirements, as well as the sample of pasteurized milk to be delivered, The Rosario Livestock And Agriculture Farming Cooperative was found compliant with all the technical, financial, and post-qualification requirements and conditions specified in the Request For Quotation;

WHEREAS, the Bids and Awards Committee declared The Rosario Livestock And Agriculture Farming Cooperative the Lowest Calculated Responsive Bid;

NOW, THEREFORE, We, the Members of the Bids and Awards Committee, hereby RESOLVE as it is hereby RESOLVED to award the project PR No. 2025-07-0086 - Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026 to:

THE ROSARIO LIVESTOCK AND AGRICULTURE FARMING COOPERATIVE









Telephone:(043)722-1840 / 722-1796

Email Address: deped.batangas@deped.gov.ph

oc. Ref. Code	SDO-OSDS-F116	Rev	00
Effectivity	03.10.25	Page	2 of 3



Department of Education

REGION IV-A CALABARZON
SCHOOLS DIVISION OF BATANGAS

BAC RESOLUTION DECLARING LCRB AND RECOMMENDING APPROVAL

RESOLUTION NO. 27, s. 2025

August 12, 2025

ATTY. KAREN M. SALIMO

LOU C. PANALIGAN

Member

MARIO B. MARAMOT, PhD

DAVID M. NUAY

Member

RHINA O. ILAGAN, CESE

Vice-Chairperson

JOFIT P. DAYOC, CESE

Chairperson

APPROVED:

MARITES A. IBANEZ CESO V

Head of Procuring Entity









Telephone: (043)722-1840 / 722-1796

Email Address: deped.batangas@deped.gov.ph



Department of Education

REGION IV-A CALABARZON
SCHOOLS DIVISION OF BATANGAS

NOTICE OF AWARD

(Negotiated Procurement-Community Participation)

August 13, 2025

MARIA CATHERINE A. SANTIAGO

General Manager The Rosario Livestock and Agriculture Farming Cooperative Agriculture Compound, Barangay B, Poblacion, Rosario, Batangas

> Name of Project: PR No. 2025-07-0086- Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026

Dear Ms. Santiago:

We are pleased to notify you that your bid for the Project is hereby accepted in the amount of **Eleven Million Seven Hundred Thirty-One Thousand Seven Hundred Twenty Pesos (Php 11,731,720.00)** only.

Kindly affix your signature on the space provided below to indicate your acceptance of this notice and the bid price after having been evaluated in accordance with the issued Bidding Documents. You are hereby required to enter into a formal contract with us and submit a Performance Security in any of the following forms within ten (10) days from receipt of this notice:

Five percent (5%) of the total contract price in the form of cash; cashier's check, or manager's check issued by a universal or commercial bank; bank draft, bank guarantee or irrevocable letter of credit issued by a universal or commercial bank, provided, that it shall be confirmed or authenticated by a universal or commercial bank if issued by a foreign bank.

Thirty percent (30%) of the total contract price in the form of Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.

Failure to enter into a contract with us or submit the Performance Security shall constitute a sufficient ground for cancellation of this notice, forfeiture of your bid security, and imposition of appropriate sanctions.





Address: Provincial Sports Complex, Bolbok, 4200 Batangas City

Telephone:(043)722-1840 / 722-1796

Email Address: deped.batangas@deped.gov.ph

Doc. Ref. Code	SDO-OSDS-F120	Rev	00
Effectivity	03.10.25	Page	1 of 2



Department of Education

REGION IV-A CALABARZON
SCHOOLS DIVISION OF BATANGAS

Please return the original copy of this Notice to the DepEd Division Office of Batangas through the BAC Secretariat within two (2) days from the date of your receipt hereof pursuant to ITB 30.2 of the Bidding Documents.

Very truly yours,

MARITES A. IBANEZ, CESO V Head of Procuring Entity

Conforme:

Man's Catherin A. Santiago Signature over Printed Name

Manager Designation

Date: _ Ang. 15, 2025



Address: Provincial Sports Complex, Bolbok, 4200 Batangas City

Telephone:(043)722-1840 / 722-1796

Email Address: deped.batangas@deped.gov.ph

Website:www.depedbatangas.com Doc. Ref. Code SDO-OSDS-F120 Rev 00
Effectivity 03.10.25 Page 2 of 2





PROJECT:

Procurement of Milk Components to be used for School-

Based Feeding Program (SBFP) for SY 2025-2026

CONTRACT NO.: PR No. 2025-07-0086

PROCUREMENT CONTRACT

THIS CONTRACT made and entered into this 28th day of August 2025 by and between the **DEPARTMENT OF EDUCATION**, located at Provincial Sports Complex, Bolbok, Batangas City, represented herein by its Schools Division Superintendent, DR. MARITES A. IBAÑEZ (hereinafter referred to as "SDO-BATANGAS"); and The Rosario Livestock and Agriculture Farming Cooperative, represented herein by its General Manager MARIA CATHERINE A. SANTIAGO, with office address at Agriculture Compound, Barangay B, Poblacion, Rosario, Batangas (hereinafter referred to as "The Supplier"), as per Omnibus Sworn Statement dated July 26, 2025 (hereto attached as Annex "A").

DEPED and The Rosario Livestock and Agriculture Farming Cooperative are collectively called PARTIES.

WHEREAS, SDO BATANGAS, through its Bids and Awards Committee (BAC) posted the Request for Quotations and sent the same to Organized Community or Social Groups of known qualifications within the locality for the pasteurized and/or sterilized milk;

WHEREAS, SDO BATANGAS received two (2) quotations from Organized Community or Social Groups;

WHEREAS, SDO BATANGAS opened, read, and evaluated the submitted quotations and declared The Rosario Livestock and Agriculture Farming Cooperative as having the Lowest Calculated Quotation (LCQ);

WHEREAS, after evaluation, SDO BATANGAS post-qualified and declared the quotation of The Rosario Livestock and Agriculture Farming Cooperative as the Lowest Calculated and Responsive Quotation (LCRQ) in the sum of PHILIPPINE PESOS Eleven Million Seven Hundred Thirty-One Thousand Seven Hundred Twenty Pesos (Php 11,731,720.00) ONLY, (hereinafter called the "Contract Price"), detailed as follows:

Unit	Description of Goods	Quantity	Amount (PhP)
Bottles	Pasteurized Milks - Serving: Pasteurized Milk 1 Liter x 1 bottle (any flavor) - Quality: Milk should be received in good condition, not expired, no signs of spoilage, not curdled, not slimy, and no sour smell. It should be delivered frozen or with ice.	112,112	11,155,144.00

Blev Langue f. Robus Supplier's Witness		- Packaging: Individually packed in food grade polyethylene pouches or High Density Polyethylene (HDPE), Polyethylene Terephthalate (PET) bottles, or gable top Should indicate the Batch and Lonumbers. The packaging must clearly and readably indicate the Manufacturing Date and the Expiration Date. If possible, there must be a laser printed sign per pack or
MARIA CATHERINE A. SANTIAGO BIEV LANDENCE. Supplier's 'Supplier's'		using thermal or waterproof sticker that indicates "DepEd SBFP- NOT FOR SALE". - Expiration: The expiration date should be at least 5 days from the date of delivery. - Delivery: Once a week at identified Dropoff Points (1 bottle per week per beneficiary, 7 deliveries equivalent to 35 days) - Drop-off Points: 10 Sub-Offices of Congressional District 1
MARIA CATI	Pouches	Pasteurized Milks - Serving: Pasteurized Milk 200 ml x 1 pouch (any flavor) - Quality: Milk should be received in good condition, not expired, no signs of spoilage, not curdled, not slimy, and no sour smell. It should be delivered
JOFIT FUBANGE, CESE BAC Chairperson		frozen or with ice. - Packaging: Individually packed in food grade polyethylene pouches or High Density Polyethylene (HDPE), Polyethylene Terephthalate (PET) bottles, or gable top. Should indicate the Batch and Lot numbers. The packaging must clearly and readably indicate the Manufacturing Date and the Expiration Date. If possible, there must be a laser printed sign per pack or using thermal or waterproof sticker that indicates "DepEd SBFP- NOT FOR SALE".
S. A. TBAÑEZ, CESO V Division Superintendent		- Expiration: The expiration date should be at least 5 days from the date of delivery Delivery: Once a week at identified Dropoff Points (1 delivery equivalent to 2 days) - Drop-off Points: 10 Sub-Offices of Congressional District 1
IARITES A. IBA	1. Word	Is and expressions used in this Procurement meaning as are respectively assigned to the sand Conditions, Mother Memorandum of

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g: Individually packed in food thylene pouches or High Density (HDPE), Polyethylene ate (PET) bottles, or gable top. dicate the Batch and Lot he packaging must clearly and dicate the Manufacturing Date piration Date. If possible, there laser printed sign per pack or nal or waterproof sticker that DepEd SBFP- NOT FOR SALE". n: The expiration date should be ays from the date of delivery. Once a week at identified Dropbottle per week per beneficiary, equivalent to 35 days) oints: 10 Sub-Offices of nal District 1 Milks 32,032 576,576.00 asteurized Milk 200 ml x 1 flavor) - Quality: Milk should be good condition, not expired, no oilage, not curdled, not slimy, r smell. It should be delivered : Individually packed in food hylene pouches or High Density (HDPE), Polyethylene te (PET) bottles, or gable top. licate the Batch and Lot ne packaging must clearly and licate the Manufacturing Date iration Date. If possible, there aser printed sign per pack or

nce a week at identified Dropdelivery equivalent to 2 days)

ACT WITNESSETH AS FOLLOWS:

ssions used in this Procurement Contract shall have the are respectively assigned to them in the hereto attached onditions, Mother Memorandum of Agreement (Mother MOA), Operating Memorandum of Agreement (Op-MOA), and relevant DepEd issuances and guidelines.

- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 and the Government Policy Procurement Board Resolution (GPPB) No. 18-2021, hereto attached as "Annex A-series," shall be deemed to form and be read and construed as part of this Contract, viz:
 - a. Notice of Award dated August 13, 2025 ("Annex A-1");
 - b. Philippine Request for Quotations ("Annex A-2");
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements; and
 - iii. Technical Specifications;
 - iv. Certification from the National Dairy Authority (NDA) or the Philippine Carabao Center (PCC) that The Rosario Livestock and Agriculture Farming Cooperative is a registered Organized Community or Social Group under them;
 - c. The Rosario Livestock and Agriculture Farming Cooperative's quotation, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted ("Annex A-3");
 - d. Performance Security ("Annex A-4");
 - Notice of Award (NOA) of Contract and The Rosario Livestock and Agriculture Farming Cooperative's conforme thereto ("Annex A-5"); and
 - f. Other contract documents required by existing laws and/or SDO BATANGAS in the Request for Quotation. **The Rosario Livestock and Agriculture Farming Cooperative** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract ("Annex A-6").
 - 3. The Rosario Livestock and Agriculture Farming Cooperative shall post a Performance Security within 10 calendar days from receipt of the NOA in the form and amount prescribed therein. The Performance Security shall be posted in favor of SDO BATANGAS, and shall be forfeited in the event that it is established that The Rosario Livestock and Agriculture Farming Cooperative is in default of any of its obligations under this Contract. The Rosario Livestock and Agriculture Farming Cooperative shall be responsible for the extension of its performance security and/or undertake to renew its Performance Security whenever necessary, and without the need for prior notice of instruction from SDO-BATANGAS, to ensure that it is in force and effect for the whole duration of the Contract and until a Certificate of Final Acceptance is duly issued.
 - Consistent with the Terms & Conditions (attached hereto as Annex "B"), the goods referred to in this Contract shall be delivered by The

CESE

Chairperson

Rosario Livestock and Agriculture Farming Cooperative at the Designated Drop-off Points (Annex "B-1") within Thirty-Seven calendar days from the receipt of the Notice to Proceed (NTP). The Rosario Livestock and Agriculture Farming Cooperative shall also ensure that the goods will be delivered in accordance with the Schedule of Requirements, which is hereto attached as Annex "C" and made an integral part hereof.

Goods delivered to sites other than the designated delivery site without **SDO BATANGAS'** written authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel may be a cause for the termination of the Contract.

- 5. Pre-Delivery and Pre-Implementation Conferences shall be conducted by the SDO focal person/s for the milk component of the School-Based Feeding Program (SBFP) prior to the inspection and acceptance of goods. These conferences shall be attended by the inspectors and acceptors designated by the SDO.
- 6. SDO BATANGAS shall have the right to visit and inspect The Rosario Livestock and Agriculture Farming Cooperative's premises covered by the Contract at any time or stage of the contract implementation to monitor and assess The Rosario Livestock and Agriculture Farming Cooperative's capacity to discharge its contractual obligations.

spo batangas shall have the right to inspect and test or cause the testing of the goods covered by the Contract, at any time or stage of contract implementation. Prior to and for purposes of inspection, The Rosario Livestock and Agriculture Farming Cooperative shall ensure convenient access to the goods for inspection. The Rosario Livestock and Agriculture Farming Cooperative shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.

- 8. The goods shall be inspected by the designated SDO or School Inspectorate Team. **The Rosario Livestock and Agriculture Farming Cooperative** shall coordinate with **SDO BATANGAS**, through the Administrative Division, on the conduct of the inspection. Any request for inspection shall be done in writing.
- 9. The goods must conform to and comply with the standards mentioned in Terms and Conditions, and must be in accordance with the final technical specifications as approved by the Bids and Awards Committee.

Any proposal by The Rosario Livestock and Agriculture Farming Cooperative to deliver goods of different technical specifications, in lieu

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of those approved bids or samples, shall not be allowed. However, under justifiable circumstances, i.e. fortuitous events, force majeure, acts of God, public state emergency, or those defined under the Civil Code and other similar circumstances, delivery of goods of equivalent, higher, or superior technical specifications may be permitted, subject to the evaluation and favorable recommendation of the SDO BATANGAS' enduser or implementing unit, and the approval of the herein authorized signatory. In any such case, the proposal by The Rosario Livestock and Agriculture Farming Cooperative for substitution shall be in writing and shall not result in any additional cost or undue burden to SDO BATANGAS.

- 10. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, orally or in writing, by SDO BATANGAS and replaced by The Rosario Livestock and Agriculture Farming Cooperative in accordance with the Terms and Conditions.
- 11. In case The Rosario Livestock and Agriculture Farming Cooperative encounters condition(s) impeding timely delivery of the goods, The Rosario Livestock and Agriculture Farming Cooperative shall promptly notify SDO BATANGAS in writing within five (5) calendar days from notice of such condition(s). Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such request have become apparent. The Rosario Livestock and Agriculture Farming Cooperative must provide sufficient proof to support any request for work suspension and/or contract period extension.

SDO BATANGAS accepts no liability for the damage, spoilage, or loss of goods until the risk and title thereon have been transferred to SDO BATANGAS. Risk and title to the goods will not be deemed to have passed to **SDO BATANGAS** until its receipt, inspection, and acceptance at the final destination or designated drop-off points through its authorized inspector, acceptor or receiving personnel.

- 12. The Contract Price shall be paid to The Rosario Livestock and Agriculture Farming Cooperative in accordance with the following disbursement procedures:
 - a. The Rosario Livestock and Agriculture Farming Cooperative may submit a request for payment based on the following:
 - Cumulative quantities of items delivered based on the schedule of deliveries and terms and conditions;
 - ii. Supplier's invoice showing goods' description, quantity, unit price, and total amount;
 - iii. Duly signed Delivery Receipt/s; and

iv. Duly signed Inspection and Acceptance Report/s (IAR/s), including certification by The Rosario Livestock and Agriculture Farming Cooperative, duly signed and dated by the authorized representative of SDO BATANGAS indicating that the goods have been delivered and properly installed and commissioned in accordance with the Contract.

Other documents in support of a request for payment may be required by **SDO BATANGAS** pursuant to existing disbursement, accounting, and auditing rules and procedures.

- b. Payment shall be made to **The Rosario Livestock and Agriculture Farming Cooperative**, within thirty (30) days from submission of the documents as may be prescribed by **SDO BATANGAS** in the following manner:
 - i. Final payment shall consist of the full and final payment of the unpaid inspected and accepted goods, subject to the submission of the required documents under the Request for Quotations.
 - ii. The Department of Education Division of Batangas agrees to pay the above-mentioned amount in Staggered payment (monthly or by tranche) to Supplier in accordance with the terms of the Bidding and the issued Memorandum of the Office of the Undersecretary for Operations OM-OUOPS-2024-09-07113 dated August 21, 2024.

Each party, in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012" and its Implementing Rules and Regulations and applicable National Privacy Commission issuances.

Any confidential data or information gathered by virtue of the implementation of this Contract shall not be shared with any third party without the written express consent of the other party.

Any gathered data and information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.

14. The Rosario Livestock and Agriculture Farming Cooperative shall be liable for liquidated damages in an amount equal to 0.1% of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by SDO BATANGAS. The cut-off of delivery for each day shall be at 3:00 PM. SDO BATANGAS shall deduct the liquidated damages from any money due or which may become due to

The Rosario Livestock and Agriculture Farming Cooperative, or collect from any security or warranty posted by The Rosario Livestock and Agriculture Farming Cooperative, whichever is convenient to SDO BATANGAS. Once the accumulated amount of liquidated damages reaches 10% of the Contract Price, SDO BATANGAS may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

- 15. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to RA 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.
- 16. The **PARTIES**, in the implementation of this Agreement, shall comply with Republic Act No. 8293, otherwise known as the "Intellectual Property Code of the Philippines," as amended.

The use of the service marks of DepEd, if any, shall be in accordance with its Service Marks and Visual Identity Manual (DepEd Order No. 031, s. 2019), as may be further revised by DepEd from time to time.

17. This Contract is the entire, final, complete and fully integrated agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements or communications between the Parties, whether written, oral, electronic, or otherwise.

Both **PARTIES** may recommend in writing any revision, amendment, or addition of any provision under this Contract with written notice to the other Party, and shall be approved when confirmed in writing. Such amendments or revisions shall have the same effect as the original Contract and will form an integral part hereof. Any revision, amendment or addition shall not prejudice the rights and obligations arising from or based on this contract before or up to the date of such revision, amendment, or addition.

If any provision of this Contract or any amendment or document executed in connect herewith is declared invalid, illegal, or unenforceable, in any respect by a court of competent jurisdiction, the remaining provisions in of this Contract shall remain in full force and effect, and are hereby ratified by the **PARTIES**.

18. This Contract shall not be construed to create any agency, employeeemployer relationship, or such other relationship not otherwise contemplated under this Contract. 19. The **PARTIES** warrant that they are compliant with the laws on business, manpower, permits, and licenses under Philippine laws and that their capacity to enter into this Contract is not restricted by any other agreement and does not require the consent of any third party.

The PARTIES and their representatives herein represent and warrant to each other that each has all the requisite power, authority, and legal capacity to enter into this Contract, and to perform each of their respective obligations and of the organizations that they represent in accordance with the terms and conditions hereof.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

MARITES A. IBAÑEZ, CESO V Schools Division Superintendent SDO BATANGAS

MARIA CATHERINE A. SANTIAGO

General Manager The Rosario Livestock and Agriculture Farming Cooperative

SIGNED IN THE PRESENCE OF:

BAC Chairperson - SDO's Witness

BIEN LAWRE The Rosario Livestock and Agriculture

Farming Cooperative

Witness

CERTIFIED FUNDS AVAILABLE: 1,731,721.4

EDUARDA U. ALON Adcountant III

REPUBLIC	OF	THE	PHILIPPINES)
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PATANGAS)

) 5.5

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in ROSARIO, BATANGAS Philippines, this _____ day of AUG 2 8 2025 ____ 2025 personally appeared:

Name	Government Issued ID (Number, Issued on, Issued By)	Date of Issuance/ Valid Until
MARITES A. IBAÑEZ, CESO V	PRC - 0188341	November 21, 2027
MARIA CATHERINE A. SANTIAGO	D01-17-001215	November 11, 2026

Known to me and to me known to be the same persons who executed the foregoing CONTRACT consisting of nine (9) pages including this page whereon this Acknowledgment is written, and the annexed Terms and Conditions, and acknowledged to me that the same is their free and voluntary act and deed, and that they are duly authorized by the entities they represent.

WITNESS MY HAND AND SEAL on the date and place first above written.

TR No. 36125170 NO. BARY PUBLIC

IBP No. 1862-9-15-22

Roll No. 22823

Resario, Batangas TIN-115-030-168

MCLE Compliance No. 1-0017940

Doc. No. 363; Page No. 73; Book No. CXV; Series of 2025.



Department of Education

REGION IV-A CALABARZON SCHOOLS DIVISION OF BATANGAS

NOTICE TO PROCEED

(Negotiated Procurement-Community Participation)

September 15, 2025

MARIA CATHERINE A. SANTIAGO

General Manager The Rosario Livestock and Agriculture Farming Cooperative Agriculture Compound, Barangay B, Poblacion, Rosario, Batangas

> Name of Project: PR No. 2025-07-0086 - Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026

Dear Ms. Santiago:

We wish to inform you that the Contract Agreement for PR No. 2025-07-0086 -Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026 in the amount of Eleven Million Seven Hundred Thirty-One Thousand Seven Hundred Twenty Pesos (Php 11,731,720.00) has been approved.

You are now hereby notified to commence execution of Works and shall fully complete all of the works within Thirty-Seven (37) calendar days after receipt of this notice.

Very truly yours,

MARITES A. IBANEZ, CESO V Head of Procuring Entity

Receip	t of NTP is	hereby	acknowledged:
_	Ortion		
Maria	Cottonia	L COM	times

many comente A santiago (Signature over Printed Name)

manager

the Rosano Grestock and Agriculture Farming Cooperative (Name of Company)

Date: Supt 16. 2025



Address: Provincial Sports Complex, Bolbok, 4200 Batangas City

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Ooc. Ref. Code	SDO-OSDS-F120	Rev	00
Effectivity	03.10.25	Page	1 of 1