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Philippine Government
Procurement Opportunities

Award Notice Abstract (Ref No.: 5796149)

Status: Updated

Reference Number: 12244199 Control Number: PR No. 2025-07-0087 Bid Notice Title: PR No. 2025-07-0087 Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026 Approved Budget: Php3,891,993.00 Procurement Mode: Negotiated Procurement - Community Participation (Sec. 53.12) Classification: Goods Category: Dairy Products Applicable Procurement Rules: Implementing Rules and Regulations Funding Source: Government of the Philippines (GOP) Funding Instrument: General Appropriations Act Area of Delivery: Batangas Delivery Period: 37 Day/s Contact Person: Anabel Magalona Created By: Anabel Magalona	DEPARTMENT OF EDUCATION - DIVISION OF BATANGAS Provincial Sports Complex Compound, Bolbok Batangas City Batangas, Region IV-A, Philippines PR No. 2025-07-0087 Procurement of Milk Components Awardee : ACES PHILPRODUCERS CORPORATION Contact Person : GLENDA LITA NAIGAR ERSANDO Address : BRGY. MUNTING TUBIG Ibaan Batangas, Region IV-A, Philippines Designation : PRESIDENT <table border="1"> <thead> <tr> <th data-bbox="386 590 418 611">#</th><th data-bbox="418 590 1027 611">Product/Service/Project Name</th><th data-bbox="1027 590 1234 611">Budget</th></tr> </thead> <tbody> <tr> <td data-bbox="386 653 418 674">1</td><td data-bbox="418 653 1027 737">PR No. 2025-07-0087 Procurement of Milk Components, PR No. 2025-07-0087 Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026, 50130000, 1, Lot</td><td data-bbox="1027 653 1234 737">Php3,891,993.00</td></tr> </tbody> </table> Reason for Award : Lowest Calculated Responsive Bid	#	Product/Service/Project Name	Budget	1	PR No. 2025-07-0087 Procurement of Milk Components, PR No. 2025-07-0087 Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026, 50130000, 1, Lot	Php3,891,993.00	Award Type: Award Notice Contract Amount: Php3,780,793.20 Award Date: 15-Aug-2025 Publish Date: 21-Oct-2025 Date Last Updated: 21-Oct-2025 Contract Number: PR No. 2025-07-0087 Proceed Date: 16-Sep-2025 Contract Effectivity Date: 17-Sep-2025 Contract End Date: 23-Oct-2025 Created By: Anabel E. Magalona Date Created: 21-Oct-2025 Approver: Anabel E. Magalona View Documents: 4
#	Product/Service/Project Name	Budget						
1	PR No. 2025-07-0087 Procurement of Milk Components, PR No. 2025-07-0087 Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026, 50130000, 1, Lot	Php3,891,993.00						



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON
SCHOOLS DIVISION OF BATANGAS

**BAC RESOLUTION DECLARING LCRB AND RECOMMENDING APPROVAL
RESOLUTION NO. 28, 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. 2025-07-0087 – 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 Three Million Eight Hundred Ninety-One Thousand Nine Hundred Ninety-Three Pesos (Php 3,891,993.00) 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, eleven (11) 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, during the checking of eligibility requirements of The Rosario Livestock and Agriculture Farming Cooperative, it was found out that the Statement of all its completed contracts similar to the community- based Projects to be bid was left unsigned. Hence, the BAC declared the bidder non-compliant. The BAC Secretariat noted in their bidding documents disqualified and returned the said documents to the bidder;

WHEREAS, the BAC opened the financial component envelope of Aces Philproducers Corporation and found the following details below:



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON
SCHOOLS DIVISION OF BATANGAS

Name of Bidder	Bid Amount (As Read)	% Variance from ABC
ACES PHILPRODUCERS CORPORATION	P 3,780,793.20	2.86%
XXXX	XXXX	XXXX

WHEREAS, the BAC declared Aces Philproducers Corporation as the Lowest Bid as Read;

WHEREAS, on July 29, 2025 at 9:30 a.m., the detailed evaluation of bids of Aces Philproducers Corporation 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
ACES PHILPRODUCERS CORPORATION	P 3,780,793.20	2.86%
XXXX	XXXX	XXXX

WHEREAS, on July 30, 2025, the BAC issued a Notice To Conduct Post-qualification to Aces Philproducers Corporation 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 Aces Philproducers Corporation 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, Aces Philproducers Corporation 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 Aces Philproducers Corporation the Lowest Calculated Responsive Bid;



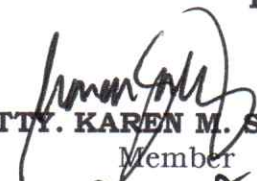
R2-144386 -n's

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SCHOOLS DIVISION OF BATANGAS

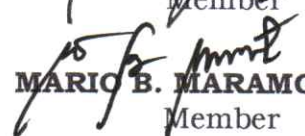
NOW, THEREFORE, We, the Members of the Bids and Awards Committee, hereby RESOLVE as it is hereby RESOLVED to award the project **PR No. 2025-07-0087 – Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026** to:

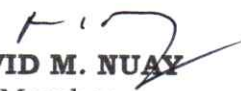
ACES PHILPRODUCERS CORPORATION

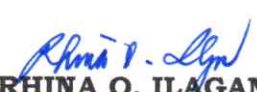
BAC RESOLUTION DECLARING LCRB AND RECOMMENDING APPROVAL
RESOLUTION NO. 28, s. 2025
August 12, 2025

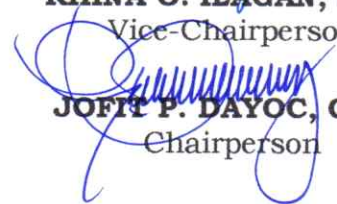

ATTY. KAREN M. SALIMO
Member


LOU C. PANALIGAN
Member

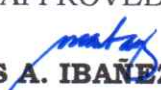

MARIO B. MARAMOT, PhD
Member


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



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON
SCHOOLS DIVISION OF BATANGAS

NOTICE OF AWARD

(Negotiated Procurement-Community Participation)

August 13, 2025

JO-ANNE CECILLE B. MANALO

President

Aces Philproducers Corporation

Calamias, Ibaan, Batangas

Name of Project: **PR No. 2025-07-0087 – Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026**

Dear **Ms. Manalo:**

We are pleased to notify you that your bid for the Project is hereby accepted in the amount of **Three Million Seven Hundred Eighty Thousand Seven Hundred Ninety-Three Pesos and 20/100 (Php 3,780,793.20)** 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.

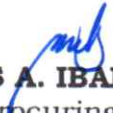
Failure to enter into a contract with us or submit the Performance Security shall constitute a sufficient ground for cancellation of this notice, forfeiture of your bid security, and imposition of appropriate sanctions.



Republic of the Philippines
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. IBÁÑEZ, CESO V
Head of Procuring Entity

Conforme:


JO-ANN CECILLE B. MANALO

Signature over Printed Name

Designation

Date: August 15, 2025



PROJECT: Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026
CONTRACT NO.: 2025-07-0087

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. IBANEZ** (hereinafter referred to as "**SDO-BATANGAS**"); and **Aces Philproducers Corporation**, represented herein by its President **JO-ANNE CECILLE B. MANALO**, with office address at Calamias, Ibaan, Batangas (hereinafter referred to as "The Supplier"), as per Omnibus Sworn Statement dated July 22, 2025 (hereto attached as Annex "A").

DEPED and **Aces Philproducers Corporation** 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 **Aces Philproducers Corporation** as having the Lowest Calculated Quotation (LCQ);

WHEREAS, after evaluation, **SDO BATANGAS** post-qualified and declared the quotation of **Aces Philproducers Corporation** as the Lowest Calculated and Responsive Quotation (LCRQ) in the sum of **PHILIPPINE PESOS Three Million Seven Hundred Eighty Thousand Seven Hundred Ninety-Three Pesos and 20/100 (Php 3,780,793.20) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Unit	Description of Goods	Quantity	Amount (PhP)
Bottles	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. - 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	35,063	3,576,426.00

MARITES A. IBANEZ, CESO V
Schools Division Superintendent

JOFF P. DAYOC, CESE
BAC Chairperson

JO-ANNE CECILLE B. MANALO
Supplier

Irelda C. Parista
Supplier's Witness

Pouches	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". Expiration: The expiration date should be at least 5 days from the date of delivery. - Delivery: Once a week at identified Drop-off Points (1 bottle per week per beneficiary, 7 deliveries equivalent to 35 days) - Drop-off Points: 5 Sub-Offices of Congressional District 2 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 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". - Expiration: The expiration date should be at least 5 days from the date of delivery. - Delivery: Once a week at identified Drop-off Points (1 delivery equivalent to 2 days) - Drop-off Points: 5 Sub-Offices of Congressional District 2	10,018	204,367.20
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NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. Words and expressions used in this Procurement Contract shall have the same meaning as are respectively assigned to them in the hereto attached Terms and Conditions, 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:

- 
Imelda C. Bautista
Supplier's Witness
- 
JO-ANNE CECILLE B. MANALO
Supplier
- 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 **Aces Philproducers Corporation** is a registered Organized Community or Social Group under them;
 - c. **Aces Philproducers Corporation'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");
 - e. Notice of Award (NOA) of Contract and **Aces Philproducers Corporation's** conforme thereto ("Annex A-5"); and
 - f. Other contract documents required by existing laws and/or SDO BATANGAS in the Request for Quotation. **Aces Philproducers Corporation** 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. **Aces Philproducers Corporation** 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 **Aces Philproducers Corporation** is in default of any of its obligations under this Contract. **Aces Philproducers Corporation** 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.

4. Consistent with the **Terms & Conditions (attached hereto as Annex "B")**, the goods referred to in this Contract shall be delivered by **Aces Philproducers Corporation** at the **Designated Drop-off Points (Annex "B-1")** within **Thirty-Seven calendar days** from the receipt of the Notice to Proceed (NTP). **Aces Philproducers Corporation** 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.


MARITES A. IBANEZ, CESO V
Schools Division Superintendent


JOFIT P. DAYOC, CSE
BAC Chairperson



In-Ida Bacthuta

Supplier's Witness


JO-ANNE CECILLE B. MANALO

Supplier


JOYIT P. DAYOC, CESE

BAC Chairperson


MARITES A. IBÁÑEZ, CESO V

Schools Division Superintendent

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 **Aces Philproducers Corporation's** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **Aces Philproducers Corporation's** capacity to discharge its contractual obligations.
7. **SDO 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, **Aces Philproducers Corporation** shall ensure convenient access to the goods for inspection. **Aces Philproducers Corporation** 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. **Aces Philproducers Corporation** shall coordinate with **SDO BATANGAS**, through the Administrative Division, on the conduct of the inspection. Any request for inspection shall be done in writing.

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 **Aces Philproducers Corporation** to deliver goods of different technical specifications, in lieu 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'** end-user or implementing unit, and the approval of the herein authorized signatory. In any such case, the proposal by **Aces Philproducers Corporation** 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 **Aces Philproducers Corporation** in accordance with the Terms and Conditions.
11. In case **Aces Philproducers Corporation** encounters condition(s) impeding timely delivery of the goods, **Aces Philproducers Corporation** 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. **Aces**

Philproducers Corporation 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 **Aces Philproducers Corporation** in accordance with the following disbursement procedures:

a. **Aces Philproducers Corporation** may submit a request for payment based on the following:

- i. 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 **Aces Philproducers Corporation**, 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 **Aces Philproducers Corporation**, 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.

13. 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. **Aces Philproducers Corporation** 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 **Aces Philproducers Corporation**, or collect from any security or warranty posted by **Aces Philproducers Corporation**, 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.

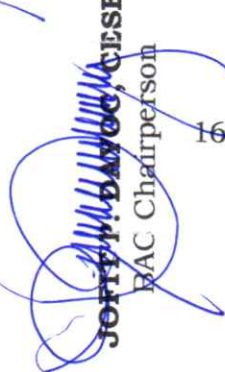
17. This Contract is the entire, final, complete and fully integrated agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements or communications between the Parties, whether written, oral, electronic, or otherwise.

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


Irada C. Barbita
Supplier's Witness


JO-ANNE CECILE B. MANALO
Supplier


JOFREY M. DANTES
PAC Chairperson


MARITES A. IBANEZ, CESO V
Schools Division Superintendent

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, employee-employer 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.

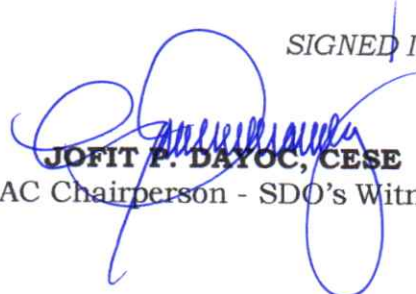
IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


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


JO-ANNE CECILLE B. MANALO
Aces Philproducers Corporation

SIGNED IN THE PRESENCE OF:


JOFIT P. DAYOC, CESE
BAC Chairperson - SDO's Witness


Imelda C. Bautista
Aces Philproducers Corporation's
Witness

CERTIFIED FUNDS AVAILABLE: ₱ 3,780,713.20


EDUARDA U. ALON
Accountant III

REPUBLIC OF THE PHILIPPINES)

LIPA CITY

) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in LIPA CITY, Philippines,
this ____ day of AUG 20 2025 2025 personally appeared:

Name	Government ID (Number, Issued on, Issued By)	Date of Issuance/ Valid Until
MARITES A. IBANEZ, CESO V	PRC - 0188341	November 21, 2027
JO-ANNE CECILLE B. MANALO	Passport ID No. - P88291368	February 2, 2032

Known to me and to me known to be the same persons who executed the foregoing CONTRACT consisting of eight (8) 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.

ATTY. KATRINA M. RAMOS
Notary Public for Lipa City, Quezon, Mt. Kaho,
& Padre Burgos, Marikina
Antipolo del Sur, Lipa City
N.C. No. 2024-0039 Until Dec. 31, 2026
Roll of Attorneys No. 85134
IBP No. 494744 01/02/2025
PTR No. 6654897 01/02/2025 Lipa City
MCLE Compliance No. VIII-0015761
Email: atty.kat630@gmail.com

Doc. No. 184;
Page No. 37;
Book No. XXIII;
Series of 2025.

MARITES A. IBANEZ, CESO V
Schools Division Superintendent

JOFIT P. DAYOC, CSE
BAC Chairperson

JO-ANNE CECILLE B. MANALO
Supplier

Imelda C. Bautista
Supplier's Witness



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON
SCHOOLS DIVISION OF BATANGAS

NOTICE TO PROCEED

(Negotiated Procurement-Community Participation)

September 15, 2025

JO-ANNE CECILLE B. MANALO

President

Aces Philproducers Corporation

Calamias, Ibaan, Batangas

Name of Project: **PR No. 2025-07-0087 – Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026**

Dear **Ms. Manalo:**

We wish to inform you that the Contract Agreement for PR No. 2025-07-0087 – Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026 in the amount of Three Million Seven Hundred Eighty Thousand Seven Hundred Ninety-Three Pesos and 20/100 (Php 3,780,793.20) 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

Receipt of NTP is hereby acknowledged:

JO-ANNE CECILLE B. MANALO
(Signature over Printed Name)

VP- operations
(Designation)

Aces Philproducers Corporation
(Name of Company)

Date: September 16, 2025