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Philippine Government
Procurement Opportunities

Award Notice Abstract (Ref No.: 5796460)

Status: Updated

Reference Number: 12244318 Control Number: PR No. 2025-07-0089 Bid Notice Title: : PR No. 2025-07-0089 Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026 Approved Budget: Php9,498,048.00 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. 2025-07-0089 Procurement of Milk Components Awardee : WHOLLY COW DAIRY AGRI- PRODUCTS CORP. Address : 590 Lorenzo II Village, San Sebastian Lipa City Batangas, Region IV-A, Philippines Contact Person : Joseph Jerard Aldueza Tarnate Designation : General Manager <table border="1"> <thead> <tr> <th data-bbox="386 638 418 659">#</th><th data-bbox="418 638 1027 659">Product/Service/Project Name</th><th data-bbox="1027 638 1242 659">Budget</th></tr> </thead> <tbody> <tr> <td data-bbox="386 659 418 793">1</td><td data-bbox="418 659 1027 793">PR No. 2025-07-0089 Procurement of Milk Components, PR No. 2025-07-0089 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 659 1242 793">Php9,498,048.00</td></tr> </tbody> </table> Reason for Award : Lowest Calculated Responsive Bid	#	Product/Service/Project Name	Budget	1	PR No. 2025-07-0089 Procurement of Milk Components, PR No. 2025-07-0089 Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026, 50130000, 1, Lot	Php9,498,048.00	Award Type: Award Notice Contract Amount: Php8,120,403.20 Award Date: 15-Aug-2025 Publish Date: 21-Oct-2025 Date Last Updated: 21-Oct-2025 Contract Number: PR No. 2025-07-0089 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: View Documents: 4
#	Product/Service/Project Name	Budget						
1	PR No. 2025-07-0089 Procurement of Milk Components, PR No. 2025-07-0089 Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026, 50130000, 1, Lot	Php9,498,048.00						



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

**BAC RESOLUTION DECLARING LCRB AND RECOMMENDING APPROVAL
RESOLUTION NO. 30, 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. 2025-07-0089 – 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 Nine Million Four Hundred Ninety-Eight Thousand Forty-Eight Pesos (Php 9,498,048.00) 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, Wholly Cow Dairy Agri-Products Corp. and Aces Philproducers Corporation submitted their bids manually at 11:57 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 Wholly Cow Dairy Agri-Products Corp. and Aces Philproducers Corporation attended the said procurement activity;

WHEREAS, during the quotation opening, the Bids and Awards Committee (BAC) opened the envelopes containing the bidders' technical and found both bidders complying with the document requirements;

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

Name of Bidder	Bid Amount (As Read)	% Variance from ABC
WHOLLY COW DAIRY AGRI-PRODUCTS CORP.	P 8,120,403.20	14.50 %
ACES PHILPRODUCERS CORPORATION	P 9,226,675.20	2.86 %
XXXX	XXXX	XXXX



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WHEREAS, the BAC declared Wholly Cow Dairy Agri-Products Corp. as the Lowest Bid as Read;

WHEREAS, on July 29, 2025 at 1:30 p.m., the detailed evaluation of bids of Wholly Cow Dairy Agri-Products Corp. 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
WHOLLY COW DAIRY AGRI-PRODUCTS CORP.	P 8,120,403.20	14.50%
ACES PHILPRODUCERS CORPORATION	P 9,226,675.20	2.86 %
XXXX	XXXX	XXXX

WHEREAS, on July 30, 2025, the BAC issued a Notice To Conduct Post-qualification to Wholly Cow Dairy Agri-Products Corp. 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 Wholly Cow Dairy Agri-Products Corp 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, Wholly Cow Dairy Agri-Products Corp. 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 Wholly Cow Dairy Agri-Products Corp. the Lowest Calculated Responsive Bid;

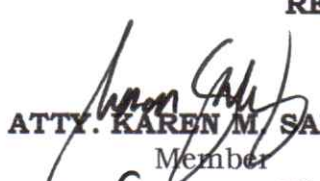
NOW, THEREFORE, We, the Members of the Bids and Awards Committee, hereby RESOLVE as it is hereby RESOLVED to award the project **PR No. 2025-07-0089 – Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026** to:

WHOLLY COW DAIRY AGRI-PRODUCTS CORP.

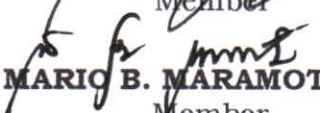


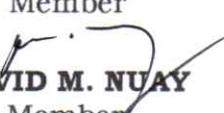
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SCHOOLS DIVISION OF BATANGAS

BAC RESOLUTION DECLARING LCRB AND RECOMMENDING APPROVAL
RESOLUTION NO. 30, s. 2025
August 12, 2025

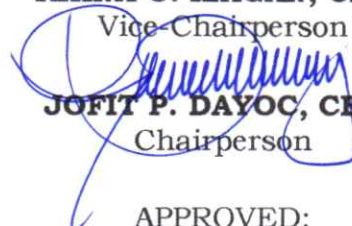

ATTY. KAREN M. SALIMO
Member


LOU C. PANALIGAN
Member

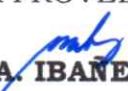

MARIO B. MARAMOT, PhD
Member


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

JOSEPH JERARD A. TARNATE

President

Wholly Cow Dairy Agri-Products Corp.

590 Lorenzo II Village, San Sebastian, Lipa City

Name of Project: **PR No. 2025-07-0089 – Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026**

Dear **Mr. Tarnate:**

We are pleased to notify you that your bid for the Project is hereby accepted in the amount of **Eight Million One Hundred Twenty Thousand Four Hundred Three Pesos and 20/100 (Php 8,120,403.20)** 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.



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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:


Joseph Tannock
Signature over Printed Name

President
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.: PR No. 2025-07-0089

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 Wholly Cow Dairy Agri-Products Corp., represented herein by its President **JOSEPH JERARD A. TARNATE**, with office address at **590 Lorenzo II Village, San Sebastian, Lipa City** (hereinafter referred to as "The Supplier"), as per Omnibus Sworn Statement dated July 25, 2025 (hereto attached as Annex "A").

DEPED and **Wholly Cow Dairy Agri-Products Corp.** 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 **Wholly Cow Dairy Agri-Products Corp.** as having the Lowest Calculated Quotation (LCQ);

WHEREAS, after evaluation, **SDO BATANGAS** post-qualified and declared the quotation of **Wholly Cow Dairy Agri-Products Corp.** as the Lowest Calculated and Responsive Quotation (LCRQ) in the sum of **PHILIPPINE PESOS Eight Million One Hundred Twenty Thousand Four Hundred Three Pesos and 20/100 (Php 8,120,403.20) 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.	85,568	7,606,995.20

MARITES A. IBANEZ, CESO V
Schools Division Superintendent

JOFFY P. DAYOC, CESE
BAC Chairperson

JOSEPH JERARD A. TARNATE
Supplier

WINNIE SUMALIGA
Supplier's Witness

Pouches

Pasteurized Milks

- 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 bottle per week per beneficiary, 7 deliveries equivalent to 35 days)
- Drop-off Points: 8 Sub-Offices of Congressional District 4

- 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: 8 Sub-Offices of Congressional District 4

24,448

513,408.20

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*:
 - 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 **Wholly Cow Dairy Agri-Products Corp.** is a registered Organized Community or Social Group under them;
 - c. **Wholly Cow Dairy Agri-Products Corp.'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 **Wholly Cow Dairy Agri-Products Corp.'s** conforme thereto ("Annex A-5"); and
 - f. Other contract documents required by existing laws and/or SDO BATANGAS in the Request for Quotation. Wholly Cow Dairy Agri-Products Corp.'s 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. **Wholly Cow Dairy Agri-Products Corp.** 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 **Wholly Cow Dairy Agri-Products Corp.** is in default of any of its obligations under this Contract. **Wholly Cow Dairy Agri-Products Corp.** 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 **Wholly Cow Dairy Agri-Products Corp.** at the **Designated Drop-off Points**

WINNER
Supplier's Witness

JOSEPH JERARD A. TARNATE
Supplier

JOFIT P. BAYOC, CESE
BAC Chairperson

MARITES A. IBANEZ, CESO V
Schools Division Superintendent

Supplier's Witness

JOSEPH JERARD A. TARNATE
Supplier

JOFFY P. DAYOC, CESE
BAC Chairperson

MARITES A. IBANEZ, CESO V
Schools Division Superintendent

(Annex "B-1") within **Thirty-Seven calendar days** from the receipt of the Notice to Proceed (NTP). **Wholly Cow Dairy Agri-Products Corp.** 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 **Wholly Cow Dairy Agri-Products Corp.'s** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **Wholly Cow Dairy Agri-Products Corp.'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, **Wholly Cow Dairy Agri-Products Corp.** shall ensure convenient access to the goods for inspection. **Wholly Cow Dairy Agri-Products Corp.** 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. **Wholly Cow Dairy Agri-Products Corp.** 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 **Wholly Cow Dairy Agri-Products Corp.** 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 **Wholly Cow Dairy Agri-Products Corp.** for substitution shall be in writing and shall not result in any additional cost or undue burden to **SDO BATANGAS**.

WINNIE S. DIMAHULA
Supplier's Witness

JOSEPH JERARD A. TARNATE
Supplier

JOFFY P. DAYOC, C.ESE
BAC Chairperson

MARITES A. IBANEZ, CESO V
Schools Division Superintendent

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 **Wholly Cow Dairy Agri-Products Corp.** in accordance with the Terms and Conditions.
11. In case **Wholly Cow Dairy Agri-Products Corp.** encounters condition(s) impeding timely delivery of the goods, **they** 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. **Wholly Cow Dairy Agri-Products Corp.** 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 **Wholly Cow Dairy Agri-Products Corp.** in accordance with the following disbursement procedures:

- a. **Wholly Cow Dairy Agri-Products Corp.** 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 **Wholly Cow Dairy Agri-Products Corp.**, 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 **Wholly Cow Dairy Agri-Products Corp.**, 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.

WINNIE S. LIMBA-ALAY
Supplier's Witness

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.

JOSEPH JERARD A. TARNATE
Supplier

14. **Wholly Cow Dairy Agri-Products Corp.** 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 4:00 PM. **SDO BATANGAS** shall deduct the liquidated damages from any money due or which may become due to **Wholly Cow Dairy Agri-Products Corp.**, or collect from any security or warranty posted by **Wholly Cow Dairy Agri-Products Corp.**, 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.

JOYIT P. DAYOC, CESE
BAC Chairperson

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.

MARITES A. IBANEZ, CESO V
Schools Division Superintendent

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, 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. IBANEZ, CESO V
Schools Division Superintendent
SDO BATANGAS


JOSEPH JERARD A. TARNATE
President
Wholly Cow Dairy Agri-Products Corp.

SIGNED IN THE PRESENCE OF:


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


WINNIE OIMANTUA
Wholly Cow Dairy Agri-Products
Corp.'s Witness

CERTIFIED FUNDS AVAILABLE:

₱ 8,120,403.20


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 28 2025** 2025 personally appeared:

Name	Government Issued ID (Number, Issued on, Issued By)	Date of Issuance / Valid Until
MARITES A. IBANEZ, CESO V	PRC - 0188341	November 21, 2027
JOSEPH JERARD A. TARNATE	DRIVER'S LICENSE - D01-12-001201	October 15, 2033

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. NAZARIO CESARE E. MATIRA
Notary Public
Notarial Commission No. 2025-0001
Until December 31, 2026
PTR No. 6641362 - 04/02/25 - Lipa City
IBP No. 478264 - 11/11/2024 - Pasig City
RoH No 26502 / Tin No. 138-612-469-000
MCLE EXEMPTION NO. VIII-NP004802 / 04-14-2028

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MARITES A. IBANEZ, CESO V
Schools Division Superintendent

JOSEPH JERARD A. TARNATE
Supplier

JOSEPH JERARD A. TARNATE
Supplier

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

JOSEPH JERARD A. TARNATE

President

Wholly Cow Dairy Agri-Products Corp.

590 Lorenzo II Village, San Sebastian, Lipa City

Name of Project: **PR No. 2025-07-0089 – Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026**

Dear **Mr. Tarnate:**

We wish to inform you that the Contract Agreement for PR No. 2025-07-0089 – Procurement of Milk Components to be used for School-Based Feeding Program (SBFP) for SY 2025-2026 in the amount of Eight Million One Hundred Twenty Thousand Four Hundred Three Pesos and 20/100 (Php 8,120,403.20) 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:

Joseph Tarnate
(Signature over Printed Name)

President
(Designation)

Wholly Cow Dairy Agri-Products Corp
(Name of Company)

Date: 9/16/25