



Award Notice Abstract (Ref No.: 4839761)

Status: Updated

<p>Reference Number: 10722018</p> <p>Control Number: PR No: 2024-04-0032</p> <p>Bid Notice Title: PR No: 2024-04-0032- Implementation of School- Based Feeding Program (SBFP) SY 2023-2024 Milk Components Lot 2</p> <p>Approved Budget: Php4,964,092.00</p> <p>Procurement Mode: Negotiated Procurement - Community Participation (Sec. 53.12)</p> <p>Classification: Goods</p> <p>Category: Dairy Products</p> <p>Applicable Procurement Rules: Implementing Rules and Regulations</p> <p>Funding Source: Government of the Philippines (GOP)</p> <p>Funding Instrument: General Appropriations Act</p> <p>Area of Delivery: Batangas</p> <p>Delivery Period: 43 Day/s</p> <p>Contact Person: Rodrigo Castillo</p> <p>Created By: Rodrigo Castillo</p>	<p align="center">DEPARTMENT OF EDUCATION - DIVISION OF BATANGAS Provincial Sports Complex Compound, Bolbok Batangas City Batangas, Region IV-A, Philippines PR No: 2024-04-0032</p> <p>Awardee : WHOLLY COW DAIRY AGRI- PRODUCTS CORP. Address : 590 Lorenzo II Village, San Sebastian Lipa City Batangas, Region IV-A, Philippines</p> <p>Contact Person : Joseph Jerard Aldueza Tarnate</p> <p>Designation : General Manager</p> <table border="1"> <thead> <tr> <th align="left" colspan="3">Line Item</th> </tr> <tr> <th>#</th> <th>Product/Service/Project Name</th> <th>Budget</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>PR No: 2024-04-0032, PR No: 2024-04-0032- Implementation of School-Based Feeding Program (SBFP) SY 2023- 2024 Milk Components Lot 2, 50130000, 1, Lot</td> <td align="right">Php4,964,092.00</td> </tr> </tbody> </table> <p>Reason for Award : Lowest Calculated Responsive Bid</p>	Line Item			#	Product/Service/Project Name	Budget	1	PR No: 2024-04-0032, PR No: 2024-04-0032- Implementation of School-Based Feeding Program (SBFP) SY 2023- 2024 Milk Components Lot 2, 50130000, 1, Lot	Php4,964,092.00	<p>Award Type: Award Notice</p> <p>Contract Amount: Php3,779,272.00</p> <p>Award Date: 25-Apr-2024</p> <p>Publish Date: 12-May-2024</p> <p>Date Last Updated: 12-May-2024</p> <p>Contract Number: 2024-04-0032</p> <p>Proceed Date: 02-May-2024</p> <p>Contract Effectivity Date: 30-Apr-2024</p> <p>Contract End Date: 14-Jun-2024</p> <p>Created By: Rodrigo S. Castillo</p> <p>Date Created: 12-May-2024</p> <p>Approver:</p> <p>View Documents: 4</p>
Line Item											
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1	PR No: 2024-04-0032, PR No: 2024-04-0032- Implementation of School-Based Feeding Program (SBFP) SY 2023- 2024 Milk Components Lot 2, 50130000, 1, Lot	Php4,964,092.00									



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

**BAC Resolution Recommending the Use of Alternative Method of Procurement
Resolution No. 2024-04-0032**

WHEREAS, there is an approved Purchase Request (PR) No. 2024-04-0032 with an Approved Budget for the Contract (ABC) of **Twenty-Two Million One Hundred Ninety-Four Thousand Six Hundred Twenty-Two Pesos (P 22,194,622.00)** only for the **Procurement of Milk Components for the Implementation of School-Based Feeding Program (SBFP) SY 2023-2024**;

WHEREAS, the beneficiaries of the said program shall be provided to all identified undernourished Kindergarten to Grade 6 Learners and will be distributed for 43 days;

WHEREAS, Section 48.1 of 2016 Revised IRR of RA 9184 (updated as of 15 January 2024) Subject to the prior approval of the HoPE, and whenever justified by the conditions provided in this Act, the Procuring Entity may, in order to promote economy and efficiency, resort to any of the alternative methods of procurement provided in this Rule. In all instances, the Procuring Entity shall ensure that the most advantageous price for the Government is obtained.

WHEREAS, in connection with the OUOPS 2023-03-11587, "Advisory for the Implementation of School-Based Feeding Program (SBFP) for SY 2024-2025" directing all Schools Division Offices to procure pasteurized or sterilized milk from local dairy producers/cooperatives through Negotiated Procurement-Community Participation (NP-CP);

WHEREAS, the Bids and Awards Committee was authorized to resort to Alternative Methods of Procurement in accordance with the provisions of Section 53. Negotiated Procurement of the 2016 Revised IRR of RA 9184 (updated as of 15 January 2024);

WHEREAS, the Bids and Awards Committee recommends that the Procurement of Milk Components for the Implementation of School-Based Feeding Program (SBFP) SY 2024-2025 will be conducted through "Negotiated Procurement-Community Participation Section 53.12 which states "Where, in the interest of project sustainability or to achieve certain specific social objectives, it is desirable in selected projects, or its components, to call for participation of local communities through Community or Social Groups, or members thereof in the delivery of Goods and Simple Infrastructure Projects, subject to the Guidelines issued by the GPPB."

WHEREAS, the maximum amount of the ABC for the Community-based Project or any of its component to be procured through NP-CP shall be as follows:



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Community-based Projects	Approved Budget for Contract (in Philippine Pesos)
Goods	5,000,000.00
Simple Infrastructure Project	5,000,000.00
Labor-only contract	1,000,000.00

WHEREAS, the BAC convened on March 21, 2024 and agreed to divide the project into six (6) lots based on the geographical location of the schools to give suppliers/local dairy producers a better option to choose strategically and will bring fair competition to smaller suppliers/farmers, thus, enable the Procuring Entity to obtain improved value for money by potentially obtaining advantageous price for each lot;

WHEREAS, the number of recipients per lot are as follows:

Lot No.	Number of Beneficiaries of Milk Components	Amount
1	Pasteurized Milk in Bottles – 48,872	P 4,991,053.00
	Pasteurized Milk in Pouches – 18,327	
2	Pasteurized Milk in Bottles – 48,608	P 4,964,092.00
	Pasteurized Milk in Pouches – 18,228	
3	Pasteurized Milk in Bottles – 48,184	P 4,920,791.00
	Pasteurized Milk in Pouches – 18,069	
4	Pasteurized Milk in Bottles – 48,920	P 4,995,955.00
	Pasteurized Milk in Pouches - 18,345	
5	Pasteurized Milk in Bottles – 13,336	P 1,361,939.00
	Pasteurized Milk in Pouches – 5,001	
6	Sterilized Milk in Pouches – 50,568	P 960,792.00

WHEREAS, provided, that if the effective implementation of the Community-based Project would require an ABC beyond the above-stated amount, the PE may increase the ABC subject to the prior approval of the Head of the Procuring Entity (HoPE). The HoPE shall submit to the GPPB a report on the amount of the ABC approved and the reason therefore for proper monitoring.



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NOW, THEREFORE, We, the Members of the Bids and Awards Committee, hereby RESOLVE as it is hereby RESOLVED to request the permission of the HoPE:

1. To use Negotiated Procurement - Community Participation (NP-CP) of the Alternative Method of Procurement for the Procurement of six (6) lots of Milk Components for the Implementation of School-Based Feeding Program (SBFP) SY 2023-2024 with PR No. 2024-04-0032 in the amount of Twenty-Two Million One Hundred Ninety-Four Thousand Six Hundred Twenty-Two Pesos (P 22,194,622.00);
2. To recommend for approval by the Head of Procuring Entity (HoPE), Schools Division of Batangas the Use of Alternative Method of Procurement for this project.

RESOLVED, at DepEd Schools Division of Batangas this 22nd day of March 2024.

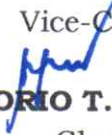

ATTY. KAREN M. SALIMO
Member


MARIO B. MARAMOT, PhD
Member


LOU C. PANALIGAN
Member


DAVID M. NUAY
Member


RHINA O. ILAGAN, PhD
Vice-Chairperson


GREGORIO T. MUECO, CESO VI
Chairperson

APPROVED:


MARITES A. IBANEZ, CESO V
Head of Procuring Entity



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**BAC RESOLUTION DECLARING LCRB AND RECOMMENDING APPROVAL
 RESOLUTION NO. 08, s. 2024**

WHEREAS, on April 4, 2024, 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 for the project **PR No. 2024-04-0032 - Implementation of School-Based Feeding Program (SBFP) for SY 2023-2024 Milk Components - Lot 2** with an Approved Budget for the Contract of Four Million Nine Hundred Sixty-Four Thousand Ninety-Two Pesos (Php 4,964,092.00) only in the websites of PhilGEPS and Procuring Entity and on the SDO Bulletin Board continuously for 5 calendar days;

WHEREAS, invitations to observers for the opening of bids were sent to the Commission on Audit (COA) DepEd Batangas, Bauan Technical High School Multi-Purpose Cooperative and Bolo Multi-Purpose Cooperative;

WHEREAS, in response to the said advertisements, three (3) prospective bidders logged in the Documents Request List of PhilGEPS, however two (2) bidders submitted their bids manually before 10:00 a.m. of April 8, 2024 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 April 8, 2024 at 10:00 a.m. and a representative from Aces Philproducers Corporation and Wholly Cow Dairy Agri-Products Corp. attended the said procurement activity;

WHEREAS, the BAC opened the financial component envelope of the two (2) bidders and found the following details below:

Name of Bidder	Bid Amount (As Read)	% Variance from ABC
Aces Philproducers Corporation	P 3,913,794.64	21.16%
Wholly Cow Dairy Agri-Products Corp.	P 3,779,272.00	23.87 %

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

WHEREAS, on April 8, 2024, at 1:30 p.m. the detailed evaluation of bids was conducted at the 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 Read)	% Variance from ABC
Wholly Cow Dairy Agri-Products Corp.	P 3,779,272.00	23.87 %
Aces Philproducers Corporation	P 3,913,794.64	21.16%





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WHEREAS, on April 11, 2024, the BAC issued a Notice To Conduct Post-qualification to Wholly Cow Dairy Agri-Products Corp., stating that the BAC will conduct an evaluation of eligibility, technical and financial requirements, as well as the sample of milk components to be delivered;

WHEREAS, on April 12, 2024, the BAC conducted onsite post-qualification of legal, technical and financial documents as well as the sample of milk components to be delivered by Wholly Cow Dairy Agri-Products Corp.;

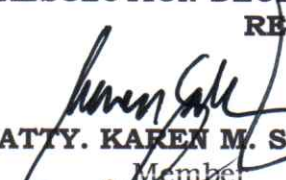
WHEREAS, upon careful examination, validation, and verification of the eligibility, technical, and financial requirements, as well as the sample of milk components to be delivered, Wholly Cow Dairy Agri-Products Corp. was found compliant with all the technical, financial, and post-qualification requirements and conditions specified in the Bidding Documents;

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. 2024-04-0032 - Implementation of School-Based Feeding Program (SBFP) for SY 2023-2024 - Lot 2** to:

WHOLLY COW DAIRY AGRI-PRODUCTS CORP.

BAC RESOLUTION DECLARING LCRB AND RECOMMENDING APPROVAL
RESOLUTION NO. 08, s. 2024
April 16, 2024


ATTY. KAREN M. SALIMO
Member


LOU C. PANALIGAN
Member

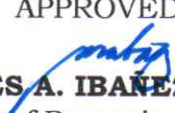

MARIO B. MARAMOT, PhD
Member


DAVID M. NUAY
Member


RHINA O. ILAGAN, PhD
Vice-Chairperson


GREGORIO T. MUECO, CESO VI
Chairperson

APPROVED:


MARITES A. IBANEZ, CESO V
Head of Procuring Entity



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Department of Education
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SCHOOLS DIVISION OF BATANGAS

NOTICE OF AWARD

(Negotiated Procurement-Community Participation)

April 17, 2024

JOSEPH JERARD A. TARNATE

President

Wholly Cow Dairy Agri-Products Corp.

590 Lorenzo II Village, San Sebastian, Lipa City

Name of Project: **PR No: 2024-04-0032- Implementation of School-Based Feeding Program (SBFP) SY 2023-2024 Milk Components Lot 2**

Dear **Mr. Tarnate:**

We are pleased to notify you that your bid for the Project is hereby accepted in the amount of **Three Million Seven Hundred Seventy-Nine Thousand Two Hundred Seventy-Two Pesos (Php 3,779,272.00)** 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.



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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 Jerard Tarnate
Signature over Printed Name

President
Designation

Date: 04/25/24



PROJECT: Procurement of Milk Components for the Implementation of School-Based Feeding Program (SBFP) SY 2023-2024 - Lot 2
CONTRACT NO.: 2024-04-0032

PROCUREMENT CONTRACT

THIS CONTRACT made and entered into this 36th day of April 2024 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 April 7, 2024 (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) or Single Calculated Quotations (SCQ);

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) or Single Calculated and Responsive Quotation (SCRQ) in the sum of **PHILIPPINE PESOS Three Million Seven Hundred Seventy-Nine Thousand Two Hundred Seventy-Two Pesos (Php 3,779,272.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description of Goods	Quantity	Amount (PhP)
2	1. Pasteurized Milk for 6,076 beneficiaries 1 liter per bottle packed in a food-grade plastic bottle with a visible date of expiration Number of deliveries: 8 (equivalent to 40 days) Delivery: Once a week at identified Drop-off Points Drop-off Points: 8 identified drop-off points (Nasugbu West CS, Lemery Pilot ES, Taal CS, San Luis CS, Sta. Teresita CS, Alitagtag CS, Cuenca CS, Balete CS)	48,608 bottles (1000 mL)	3,779,272.00

Witness
Supplier's Witness

Supplier

BAC Chairman - SDO's Witness

Schools Division Superintendent

Winnie D. Marayuga
Supplier's Witness

Joseph J. Jaramal Tamate
Supplier

Humberto
GREGORIO T. MUECO
BAC Chairman - SDO's Witness

Marites A. Ibanez
MARITES A. IBANEZ, CESCO V
Schools Division Superintendent

	2. Pasteurized Milk for 6,076 beneficiaries 200 ml per pouch packed in food-grade polyethylene pouches with visible date of expiration Number of deliveries: 1 (equivalent to 3 days) Delivery: Once a week at identified Drop-off Points Drop-off Points: 8 identified drop-off points (Nasugbu West CS, Lemery Pilot ES, Taal CS, San Luis CS, Sta. Teresita CS, Alitagtag CS, Cuenca CS, Balete CS)	18,228 pouches (200 mL)	
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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:
 - a. Notice of Award dated April 17, 2024 ("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. 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. **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 (Annex "B-1")** within **FORTY-THREE** 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.


Winnie B. Mayuga
Supplier's Witness


Joseph Gerard Tomate
Supplier


GREGORIO T. MUECO
BAC Chairman - SDO's Witness


MARITES A. BAÑEZ, CESCO V
Schools Division Superintendent

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.**

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:
- An advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing and notarization of the Contract. An irrevocable Letter of Credit or Bank Guarantee of an equivalent amount may be submitted, and shall remain valid until the goods are delivered, and accompanied by a claim for advance payment;
 - Wholly Cow Dairy Agri-Products Corp.** 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;
 - Supplier's invoice showing goods' description, quantity, unit price, and total amount;

Winiño Dimayuga
Supplier's Witness

Joseph Jerald Tamak
Supplier

GREGORIO T. MUECO
BAC Chairman - SDC's Witness

MARITES A. IBANEZ, CESO V
Schools/Division Superintendent

- 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.

- c. 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. Subject to the recoupment of the advance payment contemplated in 10(a), for the progress payment, deliveries made good for one (1) or two (2) weeks shall be paid to **Wholly Cow Dairy Agri-Products Corp.** upon delivery of the goods and acceptance of the same by the duly authorized DepEd representative;
 - ii. 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.

- 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. **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**

Winnifred Dimayuga
Supplier's Witness

Joseph Gerard Tamate
Supplier

Gregorio T. Mueco
BAC Chairman - SDO's Witness

Marites A. Ibanez
Schools Division Superintendent

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, 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.

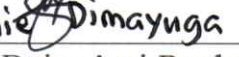
SIGNED, SEALED AND DELIVERED BY:


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


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

SIGNED IN THE PRESENCE OF:


GREGORIO T. MUECO, CESO VI
BAC Chairperson - SDO's Witness


Winnie Dimayuga
Wholly Cow Dairy Agri-Products
Corp.'s Witness

CERTIFIED FUNDS AVAILABLE: ₱ 3779 272. .


EDUARDA U. ALON
Accountant III

REPUBLIC OF THE PHILIPPINES)

) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Lipa City, Philippines,
this ~~APR 30~~ APR 30 ~~2024~~ 2024 personally appeared:

Name	Government Issued ID (Number, Issued on, Issued By)	Date of Issuance / Valid Until
MARITES A. IBAÑEZ, CESO V	PRC - 0188341	10-25-1997 / 11-21-2027
JOSEPH JERARD A. TARNATE	TIN- 470- 059- 844- 000	07- 20-2020

Known to me and to me known to be the same persons who executed the foregoing CONTRACT consisting of seven (7) 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.

NOTARY PUBLIC

Doc. No. 224 ;
Page No. 45 ;
Book No. 2 ;
Series of 2024.

ATTY. FRANZ KEVIN L. MAYOR
Notary Public for Lipa City
Roll No. 83882
Commission No. 2023-0002 expires Dec. 2024
PTR No. 6724330 / Lipa City / 01-11-2023
IBP No. 281938 / 1-10-2023 / Batangas
MCLE exempted under Sec(3) of Bar Matter 850
Kap. Simeon Street Brgy. 6 Lipa City, Batangas



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

NOTICE TO PROCEED

(Negotiated Procurement-Community Participation)

May 2, 2024

JOSEPH JERARD A. TARNATE

President

Wholly Cow Dairy Agri-Products Corp.

590 Lorenzo II Village, San Sebastian, Lipa City

Name of Project: **PR No: 2024-04-0032- Implementation of School-Based Feeding Program (SBFP) SY 2023-2024 Milk Components Lot 2**

Dear **Mr. Tarnate:**

We wish to inform you that the Contract Agreement for PR No: 2024-04-0032-Implementation of School-Based Feeding Program (SBFP) SY 2023-2024 Milk Components Lot 2 has been approved.

You are now hereby notified to commence execution of Works and shall fully complete all the works within 43 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 Jerard Tarnate

(Signature over Printed Name)

President

(Designation)

Wholly Cow Dairy Agri-Products Corporation

(Name of Company)

Date: 5/2/24