



Amirex 'A-5'

Republic of the Philippines
Department of Education
REGION IX
SCHOOLS DIVISION OF ZAMBOANGA DEL NORTE

NOTICE OF AWARD

April 16, 2024

**SIARI VALLEY AGRARIAN REFORM
BENEFICIARIES MULTI-PURPOSE
COOPERATIVE (SVARBEMCO)**
Purok 5, Bago, Sindangan, Zamboanga del Norte

Sir/Madame:

We are happy to notify you that the **Supply and Delivery of food items for the School-Based Feeding Program (SBFP)-Milk Component for 37/38 days**, is hereby awarded to you as the **Single Calculated Responsive Bidder**, at a Contract Price of **Thirteen Million Nine Hundred Twenty-Five Thousand Seven Hundred Sixty-Five Pesos & 00/100 (P 13,925,765.00)**.

You are therefore required, within ten (10) calendar days from the receipt of this Notice of Award, to formally enter into a contract with us and to submit the **Performance Security in the form of an Unconditional Bank Guarantee or Cashier's Check or Manager's Check or Irrevocable Letter of Credit, equivalent to ten percent (10%) of the Contract Price or Surety bond equivalent to thirty (30%) of the Contract Price.**

Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security. Thank You.

Very truly yours,

ROY C. TUBALLA EMD, JD, CESO V
Schools Division Superintendent

Conforme:

I acknowledged receipt of this Notice on:

Name of Bidder: SVARBEMCO

Name of Representative of Bidder: ESTER P PINERA

Authorized Signature: [Signature]

4-17-2024



Address: Capitol Drive, Estaka, Dipolog City 7100 Tel. No.: (065) 212- 5843
Email: zn.division@deped.gov.ph Website: www.depedzn.net
FB: DepEd Tayo- Schools Division of Zamboanga del Norte



Republic of the Philippines
Department of Education
 REGION IX
 SCHOOLS DIVISION OF ZAMBOANGA DEL NORTE

Bids and Awards Committee (BAC) Resolution Declaring SIARI VALLEY AGRARIAN REFORM BENEFICIARIES MULTI-PURPOSE COOPERATIVE as Lowest Calculated and Responsive Bidder (LCRB) for Supply and Delivery of food items for the School-Based Feeding Program (SBFP)-Milk Component for 37/38 days through Negotiated Procurement-Community Participation (NP-CP), and Recommending Award of Contract Therefor

RESOLUTION NO. 023-CB s. 2024

April 15, 2024

WHEREAS, pursuant to DepEd Memorandum OUOPS No. 2023-03-11587, on the Advisory for the Implementation of School-Based Feeding Program (SBFP) SY 2024-2025, in compliance with GPPB Resolution No. 07-2022, the DepEd, Division of Zamboanga del Norte shall directly procure pasteurized or sterilized milk from the local dairy producers/cooperatives through Negotiated Procurement-Community Participation (NP-CP);

WHEREAS, on **March 18, 2024 @ 2:00 p.m.**, the BAC conducted an on-site Pre-Procurement Conference for the procurement project *Supply and Delivery of food items for the School-Based Feeding Program (SBFP)-Milk Component for 37/38 days*;

WHEREAS, the DepEd, Division of Zamboanga del Norte, Estaka, Dipolog City posted the Request for Quotation (RFQ) for *Supply and Delivery of food items for the School-Based Feeding Program (SBFP)-Milk Component for 37/38 days*, published in PHILGEPS and posted within the premises of the Schools Division Office of the Schools Division of Zamboanga del Norte continuously from **March 25, 2024** up to **April 1, 2024**;

WHEREAS, three (3) RFQs were sent to Cooperatives certified with the Philippine Carabao Center (PCC) as supplier of pasteurized milk for Region 9;

WHEREAS, in response to the said advertisements and RFQs, one (1) prospective bidder returned the RFQ together with the proposal and on **April 5, 2024**, the **bid opening** was conducted, which reveals;

Bidder Identification/Name	Approved Budget of Contract	Bid as Read Amount (₱)	Remarks
SIARI VALLEY AGRARIAN REFORM BENEFICIARIES MULTI-PURPOSE COOPERATIVE	P 13,925,765.00	P 13,925,765.00	For PQE

WHEREAS, the detailed evaluation of bids conducted on **April 5, 2024**, resulted in the following:



Address: Capitol Drive, Estaka, Dipolog City 7100 Tel. No.: (065) 212- 5843
 Email: zn.division@deped.gov.ph Website: www.depedzn.net
 FB: DepEd Tayo- Schools Division of Zamboanga del Norte



Republic of the Philippines
Department of Education
 REGION IX
 SCHOOLS DIVISION OF ZAMBOANGA DEL NORTE

Bidder Identification/Name	Approved Budget of Contract	Bid as Read Amount (P)	Remarks
SIARI VALLEY AGRARIAN REFORM BENEFICIARIES MULTI-PURPOSE COOPERATIVE	P 13,925,765.00	P 13,925,765.00	For PQE

WHEREAS, upon examination, validation and verification of all the eligibility, technical and financial requirements submitted by the bidders, for the project, and after the conduct of post-qualification inspection and interview, the following was established from the post-qualification report:

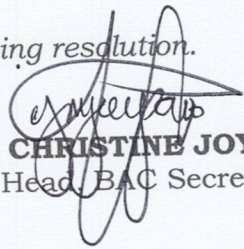
Requirement	Eligibility/legal	Technical	Financial	RESULT
SIARI VALLEY AGRARIAN REFORM BENEFICIARIES MULTI-PURPOSE COOPERATIVE	Responsive	Responsive	Responsive	Passed/ SCRB

NOW, THEREFORE, We, the Members of the Bids and Awards Committee, hereby **RESOLVE** as it is hereby **RESOLVED**:

- a.) To declare **SIARI VALLEY AGRARIAN REFORM BENEFICIARIES MULTI-PURPOSE COOPERATIVE** as the **Single Calculated and Responsive Bidder** for the *Supply and Delivery of food items for the School-Based Feeding Program (SBFP)-Milk Component for 37/38 days*;
- b.) To recommend to the Head of the Procuring Entity of the DepEd, Division of Zamboanga del Norte, the award of contract in favor of **SIARI VALLEY AGRARIAN REFORM BENEFICIARIES MULTI-PURPOSE COOPERATIVE** for the *Supply and Delivery of food items for the School-Based Feeding Program (SBFP)-Milk Component for 37/38 day through Negotiated Procurement-Community Participation (NP-CP)*, at a total Contract Price of **Thirteen Million Nine Hundred Twenty-Five Thousand Seven Hundred Sixty-Five Pesos & 00/100 (P 13,925,765.00)**.

RESOLVED, at the DepED, Division of Zamboanga del Norte, Estaka, Dipolog City this **15th day of April 2024**.

I hereby certify to the truthfulness of the foregoing resolution.


ATTY. CHRISTINE JOYCE S. PACO
 Head, BAC Secretariat

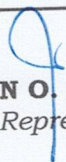
Conforme:





Address: Capitol Drive, Estaka, Dipolog City 7100 Tel. No.: (065) 212- 5843
 Email: zn.division@deped.gov.ph Website: www.depedzn.net
 FB: DepEd Tayo- Schools Division of Zamboanga del Norte

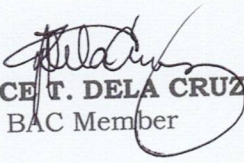



Republic of the Philippines
Department of Education
REGION IX
SCHOOLS DIVISION OF ZAMBOANGA DEL NORTE

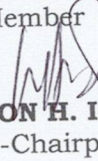

EDWIN O. CURAM
Expert Representative

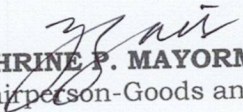

HORLITA D. BALAIS
Provisional Member (Proponent)


CHERYL V. OCUPE
BAC Member


GRACE T. DELA CRUZ
BAC Member


GIPAREL B. ELUMBA
BAC Member


WILSON H. INDING
Vice-Chairperson


ZYHRINE P. MAYORMITA
BAC Chairperson-Goods and Services

Date approved: 16 APR 2024

Office of the Schools Division Superintendent



Address: Capitol Drive, Estaka, Dipolog City 7100 Tel. No.: (065) 212- 5843
Email: zn.division@deped.gov.ph Website: www.depedzn.net
FB: DepEd Tayo- Schools Division of Zamboanga del Norte



Republic of Philippines
DEPARTMENT OF EDUCATION
 REGION IX
SCHOOLS DIVISION OF ZAMBOANGA DEL NORTE



PROJECT: Supply and Delivery of food items for the School-Based Feeding Program (SBFP)-Milk Component for 37/38 days
CONTRACT NO.: CB-2024-012

PROCUREMENT CONTRACT

THIS CONTRACT made and entered into this 19th day of April 2024 by and between the **DEPARTMENT OF EDUCATION**, located at Capitol Drive, Estaka, Dipolog City, represented herein by its Schools Division Superintendent, ROY C. TUBALLA EMD, JD, CESO V (hereinafter referred to as "**SDO-Zamboanga del Norte**"); and **SIARI VALLEY AGRARIAN REFORM BENEFICIARIES MULTI-PURPOSE COOPERATIVE** represented herein by its General Manager, NESTOR B. PINEDA with office address at Purok 5, Bago, Sindangan, Zamboanga del Norte (hereinafter referred to as "**Supplier**"), as per Omnibus Sworn Statement dated 27th day of March 2024 (hereto attached as Annex "A").

DEPED and **SIARI VALLEY AGRARIAN REFORM BENEFICIARIES MULTI-PURPOSE COOPERATIVE** are collectively called **PARTIES**.

WHEREAS, SDO-Zamboanga del Norte, 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-Zamboanga del Norte received one (1) quotation from an Organized Community or Social Groups;

WHEREAS, SDO-Zamboanga del Norte opened, read, and evaluated the submitted quotation and declared **SIARI VALLEY AGRARIAN REFORM BENEFICIARIES MULTI-PURPOSE COOPERATIVE** as having the Single Calculated Quotations (SCQ);

WHEREAS, after evaluation, **SDO-Zamboanga del Norte** post-qualified and declared the quotation of **SIARI VALLEY AGRARIAN REFORM BENEFICIARIES MULTI-PURPOSE COOPERATIVE** as Single Calculated and Responsive Quotation (SCRQ) in the sum of **THIRTEEN MILLION NINE HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED SIXTY-FIVE PHILIPPINE PESOS & 00/100 (PhP 13,925,765.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Stock No.	Unit	Item Description	Quantity	Est. Unit Cost	Total Cost
		Ready-to-Drink Milk			
1	pcs	Cluster 1 (1,896 learners; 9 district recipients; 38 days)	72,048	19.00	1,368,912.00
2	pcs	Cluster 2 (2,523 learners; 6 district recipients; 38 days)	95,874	19.00	1,821,606.00

Supplier's Witness

Supplier

SDO's Witness

Schools Division Superintendent

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten mark]

3	pcs	Cluster 3 (5,058 learners; 5 district recipients; 38 days)	192,204	19.00	3,651,876.00
4	pcs	Cluster 4 (2,243 learners; 6 district recipients; 38 days)	85,234	19.00	1,619,446.00
5	pcs	Cluster 5 (3,511 learners; 5 district recipients; 38 days)	133,418	19.00	2,534,942.00
7	pcs	Cluster 6 (607 learners of all schools of Baliguian district; Latabon ES and Malipot ES of Siocon districts; for 1 day)	607	19.00	11,533.00
			732,935		13,925,765.00

Scope / Term of References: -

APPROVED BUDGET COST 13,925,765.00

QUALITY:

- (a) Type of Milk: Ready-to-drink milk
- (b) Flavor: Chocolate
- (c) No. of Feeding Days: 37/38 days
- (d) Delivery schedule: Every week in the morning of either Monday or Tuesday (depends on the drop-off schedule)
- (e) Quality: Should be received in good condition, not expired, no signs of spoilage, not cured, slimy and/or sour smell, without leaks. Must be frozen. Must replace the packs with spoilage or any defect by next delivery.
- (f) Packaging: Individually packed using the standard design of 200 ml per pack. The packaging must be in doy packaging pouches.
- (g) Nutrition Facts: Calories (kcal) 120-180; Fat 2-4 g; Protein 6-10 g; Carbohydrate 7-27 g

EXPIRATION DATE:

Essential storage instructions/information must be prominently displayed on the label i.e. "Expiration Date"; "Keep refrigerated"; "Store in a cool dry place", "Shake well before consuming".

PAYMENT:

Staggered payment once distribution is started.

DELIVERY:

The mode, schedule, and other specifications of delivery shall be determined by the SDO and the supplier in consideration of the local condition, and the provisions under the OpMOA. Delivery must be made once/twice a week at the identified drop off during school days only. No delivery shall be made during holidays and weekends.
The suppliers' delivery personnel should wear clean attire with Personal Protective Equipment such as not allowed to smoke while inside school premises.

[Signature]
Supplier's Witness

[Signature]
Supplier

[Signature]
HORLITA D. BALAIS
SDO's Witness

[Signature]
ROY C. TUBALLA EMD, JD, CESO V
Schools Division Superintendent

The supplier's vehicle/s should be clean and regularly sanitized. It should not be used to transport unhygienic materials such as wastes, sand, stones, and other construction materials.

STORAGE:

a. Supplies must be unloaded at a stockroom or designated area; safekeeping of milk stocks shall be the responsibility of the School Head and school personnel.

b. The pasteurized milk shall be stored in freezers or chillers shall be stored in a cool, dry place prior to its distribution at lunchtime. When necessary for preservation, unused delivered stocks for the day shall be stored properly to ensure its quality and freshness.

c. Sterilized milk pouch shall be stored in a secured clean, pest-free and well-ventilated area in the following the suppliers stockpiling requirement.

INSPECTION AND ACCEPTANCE:

a. All deliveries of the supplier shall be subject to inspection and acceptance by the District Inspectorate Team (DIT).

b. All milk packs to be delivered should be clean, without leaks, and not spoiled. Signs of spoilage include, but is not limited to, off odor, bulging packs, curdled or with lumps, thick texture, slimy or clumpy.

c. All complaints must be addressed before the expiry date.

RECALL AND REPLACEMENT:

a. District Inspectorate Team (DIT) shall reject all milk packs that are unclean, with leaks, and spoiled subject to replacement by the Supplier using their buffer stocks or on the next delivery.

b. In the event of food poisoning, dairy allergies and other food-borne illnesses proven to be caused by defective milk prior to acceptance which may lead to hospitalization or death of a beneficiary, the local dairy producer and/or cooperative shall provide the immediate necessary assistance without need of a beneficiary, the local dairy producer and/or cooperative shall provide the immediate necessary assistance without need of any demand from the NDA, in accordance with the agreement of both PARTIES to be followed by a thorough investigation.

c. Prior to the conduct of or pending investigation, the Supplier shall immediately recall and replace the milk products.

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 16, 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 **SIARI VALLEY AGRARIAN REFORM BENEFICIARIES MULTI-PURPOSE COOPERATIVE** is a registered Organized Community or Social Group under them;

[Signature]
Supplier's Witness

[Signature]
Supplier

[Signature]
HORLITA D. BALAIS
SDO's Witness

[Signature]
ROY C. TUBALLA EMD, JD, CESO V
Schools Division Superintendent

[Handwritten mark]

- c. Supplier'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 Supplier's conforme thereto ("Annex A-5"); and
- f. Other contract documents required by existing laws and/or SDO-Zamboanga del Norte in the Request for Quotation. **Supplier'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").

[Signature]
Supplier's Witness

[Signature]
Supplier

3. **Supplier** 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-Zamboanga del Norte**, and shall be forfeited in the event that it is established that **Supplier** is in default of any of its obligations under this Contract. **Supplier** 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- Zamboanga del Norte**, 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.

[Signature]
HORLITA D. BALAIS
SDO's Witness

4. Consistent with the **Terms & Conditions (attached hereto as Annex "B")**, the goods referred to in this Contract shall be delivered by the **Supplier** at the **Designated Drop-off Points (Annex "B-1")** within **Thirty-Eight (38) days** from the receipt of the Notice to Proceed (NTP). **Supplier** 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-Zamboanga del Norte's** 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.

[Signature]
ROY C. TUBALLA EMD, JD, 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- Zamboanga del Norte** shall have the right to visit and inspect **Supplier's** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **Supplier's** capacity to discharge its contractual obligations.

7. **SDO- Zamboanga del Norte** 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, **Supplier** shall ensure convenient access to the goods for inspection. **Supplier** 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. **Supplier** shall coordinate with **SDO-Zamboanga del Norte**, 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 **Supplier** 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- Zamboanga del Norte's** end-user or implementing unit, and the approval of the herein authorized signatory. In any such case, the proposal by **Supplier** for substitution shall be in writing and shall not result in any additional cost or undue burden to **SDO- Zamboanga del Norte**.

10. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, orally or in writing, by **SDO- Zamboanga del Norte** and replaced by **Supplier** in accordance with the Terms and Conditions.

11. In case **Supplier** encounters condition(s) impeding timely delivery of the goods, **Supplier** shall promptly notify **SDO- Zamboanga del Norte** 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. **Supplier** must provide sufficient proof to support any request for work suspension and/or contract period extension.

SDO- Zamboanga del Norte accepts no liability for the damage, spoilage, or loss of goods until the risk and title thereon have been transferred to **SDO- Zamboanga del Norte**. Risk and title to the goods will not be deemed to have passed to **SDO- Zamboanga del Norte** 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 **Supplier** in accordance with the following disbursement procedures:

- a. 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;

- b. **Supplier** 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 **Supplier**, duly signed and dated by the authorized representative of **SDO- Zamboanga del Norte** indicating that the goods have been delivered and properly installed and commissioned in accordance with the Contract.

[Handwritten signature]
Supplier's Witness

[Handwritten signature]
Supplier

[Handwritten signature]
HORLITA D. BALAIS
SDO's Witness

[Handwritten signature]
ROY C. TUBALLA EMD, JD, CESO V
Schools Division Superintendent

[Handwritten mark]

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

c. Payment shall be made to the **Supplier** within seven (7) days from submission of the documents as may be prescribed by **SDO- Zamboanga del Norte** 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 **Supplier** 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.

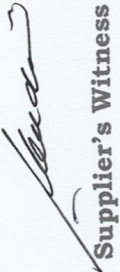
Any gathered data and information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.

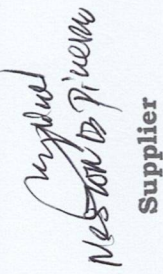
14. **Supplier** shall be liable for liquidated damages in an amount equal to 0.1% of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by **SDO- Zamboanga del Norte**. The cut-off of delivery for each day shall be at 4:00 PM. **SDO- Zamboanga del Norte** shall deduct the liquidated damages from any money due or which may become due to **Supplier**, or collect from any security or warranty posted by **Supplier**, whichever is convenient to **SDO- Zamboanga del Norte**. Once the accumulated amount of liquidated damages reaches 10% of the Contract Price, **SDO- Zamboanga del Norte** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

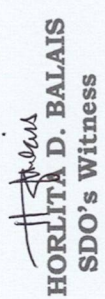
15. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to RA 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.

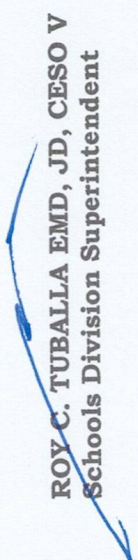
16. The **PARTIES**, in the implementation of this Agreement, shall comply with Republic Act No. 8293, otherwise known as the "Intellectual Property Code of the Philippines," as amended.

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.


Supplier's Witness


Supplier


HORLITA D. BALAIS
SDO's Witness


ROY C. TUBALLA EMD, JD, CESO V
Schools Division Superintendent

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.

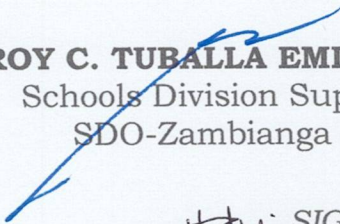
If any provision of this Contract or any amendment or document executed in connect herewith is declared invalid, illegal, or unenforceable, in any respect by a court of competent jurisdiction, the remaining provisions in of this Contract shall remain in full force and effect, and are hereby ratified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

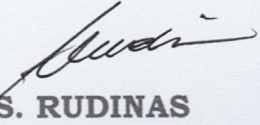
IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

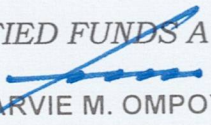

ROY C. TUBALLA EMD, JD, CESO V
Schools Division Superintendent
SDO-Zambiana del Norte


NESTOR B. PINEDA
General Manager


HORLITA D. BALAIS
SDO's Witness


LORENA S. RUDINAS
Supplier's Witness

CERTIFIED FUNDS AVAILABLE:


ARVIE M. OMPLOY, CPA

Chief Accountant

REPUBLIC OF THE PHILIPPINES)
DIPOLOG CITY, ZAMBO. DEL NORTE) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in DIPOLOG CITY, ZAMBO. DEL NORTE,
Philippines, APR 19 2024 day of April 2024 personally appeared:

Name	Government Issued ID (Number, Issued on, Issued By)	Date of Issuance/ Valid Until
ROY C. TUBALLA EMD, JD, CESO V	Driver's License: J01-99- 028823	November 16, 2032
NESTOR B. PINEDA	Driver's License: J01-15- 000745	March 18, 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.

Doc. No. 821;
Page No. 61;
Book No. 2;
Series of 2024.

NOTARY PUBLIC
ATTY. GEE MAUREEN E. LAMANILAO, CPA
Notary Public, Z.D.N.
Roll of Attorney's No. 86173
IBP No. 090896, Jan. 3, 2024
PTR No. 0038722, Jan. 3, 2024
Notarial Commission Serial No. 052-2023, Until Dec. 31, 2024
Block 4, Lot 6 Rufina Heights Dicayas, Dipolog City
MCLE EXEMPT- NEW PASSER



Annex "A-6"

Republic of the Philippines
Department of Education
REGION IX
SCHOOLS DIVISION OF ZAMBOANGA DEL NORTE

NOTICE TO PROCEED

April 22, 2024

NESTOR B. PINEDA
General Manager
**SIARI VALLEY AGRARIAN REFORM
BENEFICIARIES MULTI-PURPOSE COOPERATIVE**
Purok 5, Bago, Sindangan, Zamboanga del Norte

Sir:

The Attached Agreement having been approved, notice is hereby given to **SIARI VALLEY AGRARIAN REFORM BENEFICIARIES MULTI-PURPOSE COOPERATIVE**, that work may proceed on the **Supply and Delivery of food items for the School-Based Feeding Program (SBFP)-Milk Component for 37/38 days**, effective on the date of receipt of this notice as acknowledged below, and that fully complete within **thirty-eight (38) days** upon receipt of this notice.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the DepEd-Schools Division of Zamboanga del Norte, Estaka, Dipolog City.

Very truly yours,

ROY C. TUBALLA EMD, JD, CESO V
Schools Division Superintendent *RC*

Conforme:

I acknowledged receipt of this Notice on: 4-22-24
Name of Bidder: SIARI VALLEY ARB MPE
Name of Representative of Bidder: NESTOR B PINEDA
Authorized Signature: *[Signature]*



Address: Capitol Drive, Estaka, Dipolog City 7100
Email: zn.division@deped.gov.ph
FB: DepEd Tayo- Schools Division of Zamboanga del Norte

Tel. No.: (065) 212- 5843
Website: www.depedzn.net