

Republic of the Philippines  
**Department of Education**  
REGION IV-A CALABARZON




01 April 2024

**Regional Memorandum**  
No.246 s.2024

**THIRD ADVISORY FOR THE IMPLEMENTATION OF  
SCHOOL-BASED FEEDING PROGRAM (SBFP)  
SY 2023-2024**

To **Schools Division Superintendents**

1. Relative to OM-OUOPS 2024-09-01898<sup>1</sup>, this Office, through the Education Support Services Division, hereby disseminates the Third Advisory for the Implementation of School-Based Feeding Program (SBFP) for SY 2023-2024.
2. The advisory provides the following updates and instructions for the SBFP Milk Implementation:
  - a. Transmittal of Operating MOA (OpMOA), Procurement Contracts, and Terms and Conditions;
  - b. Amendment to Advisory OUOPS No. 2023-03-11587;
  - c. Section IX.B. of DepEd Orde No. 31, s. 2021, "Operational Guidelines on the Implementation of the School-Based Feeding Program";
  - d. Revised implementation timeline for the SBFP; and
  - e. Immediate submission of the Program Terminal Report (PTR) for SY 2023-2024.
3. Please refer to the attached documents for more information.
4. For inquiries, please contact Dr. Eduarda M. Zapanta, Chief Education Supervisor, or Ms. Johnalen Aira S. Soberano, Nutritionist-Dietitian II of the Education Support Services Division at email address [essd.calabarzon@deped.gov.ph](mailto:essd.calabarzon@deped.gov.ph).
5. Immediate dissemination of this Memorandum is desired.

  
**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director

03/ROE7

<sup>1</sup> Third Advisory for the Implementation of School-Based Feeding Program (SBFP) SY 2023-2024



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Department of Education

OFFICE OF THE UNDERSECRETARY FOR OPERATIONS



MEMORANDUM  
OM-OUOPS-2024-09- 01898

TO : REGIONAL DIRECTORS  
SCHOOLS DIVISION SUPERINTENDENTS

FROM : *[Signature]*  
ATTY. REVSEE A. ESCOBEDO  
Undersecretary for Operations

: *[Signature]*  
DR. DEXTER A. GALBAN  
Assistant Secretary for Operations

SUBJECT : THIRD ADVISORY FOR THE IMPLEMENTATION OF  
THE SCHOOL-BASED FEEDING PROGRAM (SBFP) SY  
2023-2024

DATE : 5 March 2024

This Advisory provides further details on the implementation of the School-Based Feeding Program (SBFP) for the School Year (SY) 2023-2024, particularly on the SBFP Milk Implementation. Building upon OUOPS No. 2023-03-11587<sup>1</sup> dated 21 December 2023 and OUOPS No. 2023-09-01012<sup>2</sup> dated February 5, 2024, the following updates and instructions are hereby issued:

1. **Transmittal of Operating MOA (OpMOA), Procurement Contracts, and Terms and Conditions** (attached as Annex A) – These documents shall be used by all SDOs as the Procuring Entity (PE).

Document	Particulars
Operating MOA (OpMOA)	The Operating MOA shall be forged between the Schools Division Office (SDO) and the National Dairy Authority (NDA) or Philippine Carabao Center (PCC). This shall be signed after the Notice of Award (NoA) is issued to the Lowest Calculated Quotation (LCQ) or Single Calculated Quotation (SCQ). The SDOS shall also pay Service Fee to NDA or PCC, whichever is applicable, equivalent to 1.5% of the Contract Amount for Milk. Upon signing of the

<sup>1</sup> Advisory for the Implementation of School-Based Feeding Program (SBFP) SY 2024-2025

<sup>2</sup> Second Advisory for the Implementation of the School-Based Feeding Program (SBFP) SY 2024-2025



	MOA, 50% of the Service Fee shall be released to NDA or PCC.
Procurement Contract	This is the recommended contract to be used by the SDOs for the procurement of pasteurized or sterilized milk from local dairy producers and cooperatives.
Terms and Conditions (T&C)	These are the Terms and Conditions for the procurement of pasteurized or sterilized milk to be attached to the procurement contract. The T&C and the Technical Specifications attached to the Authority to Procure (ATP) or Purchase Request (PR) should have the same details.

2. **Amendment to Advisory OUOPS No. 2023-03-11587** - In compliance with Government Procurement Policy Board (GPPB) Resolution No. 07-2022<sup>3</sup>, DepEd mandates Schools Division Offices (SDOs) to directly procure pasteurized or sterilized milk from local dairy producers or cooperatives under the supervision of the NDA and the PCC through **Negotiated Procurement-Community Participation (NP-CP)**. **Government to Government Procurement** may be considered for procurement of milk from Local Government Units (LGUs) receiving assistance from NDA and PCC.

Please be guided on the Procedural Guidelines on Procurement through NPCP per Republic Act 11037. Section 12 thereof provides for the Procurement of Goods and Services such that "The Department of Budget and Management, Government Procurement Policy Board, and the Commission on Audit, in consultation with the NGAs, are hereby mandated to specifically establish and promulgate a community-based mode of procurement, liquidation and audit that will ensure the efficient and effective implementation of the Program. *Provided*, that this provision shall apply solely to the implementation of the Program by the NGAs and LGUs concerned."

#### **A. Procurement Planning**

The End-user (EU) unit shall identify project proposals in line with the Procuring Entity's (PE's) strategic plan, key results areas, and major final outputs that will be sustainable if implemented with the participation of the Organized Community or Social Groups (CSGs) or members thereof, or where their engagement will lead to the achievement of specific social objectives.

The objectives, requirements, and target community for the Community-based Project shall be identified by the End-user unit. The ATP/PR/project requirements shall include:

<sup>3</sup> Approving the Guidelines on the Engagement of Procurement Agent and Related Amendments to Sections 7.3.3(a), 11.2.2€, and 47.1 of the 2016 Revised Implementing Rules and Regulations of the Republic Act No. 9184

- a. a brief description of the Goods to be procured;
- b. the technical specifications or scope of work;
- c. the Approved Budget Cost (ABC);
- d. the manner and deadline for submission of quotations;
- e. the terms and conditions of the project; and
- f. other necessary information.

For a sample ATP, please refer to Annex B and Annex B-1.

For the Milk Technical Specifications, please refer to Annex C

**Maximum amount of the Approved Budget for the Contract (ABC):** Provided, that if the effective implementation of the Community-based Project would require an ABC beyond the P5M, **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. Please see Annex D for the sample template of the Report.

The EU shall **conduct a market study and scoping** to determine the availability of Community Social Groups (CSGs) within the area where the target community is located. If no such CSG is capable to supply the required Goods or implement Simple Infrastructure Projects (SIPs), the PE shall determine if CSGs in nearby or other communities may be engaged based on the specific objectives and purpose of the Community-based Projects. For the SBFP Milk Component, this is the letter sent to NDA/PCC requesting for the CSGs that can supply the milk requirements of the SDOs.

**B. Posting and Submission of Request for Quotation**

- a. The EU shall prepare the Request for Quotation (RFQ).
- b. The Bids and Awards Committee (BAC) shall post the RFQ for at least 3 calendar days:
  1. on the website of the PE, if available;
  2. in the premises of the PE;
  3. in at least 3 conspicuous places where the Community-based Project shall be implemented (e.g., bulletin board, public transport terminals, public markets, etc.); and
  4. in the PhilGEPS website.
- c. The BAC shall also send the RFQs to CSGs of known qualifications within the locality where the Community-based Project shall be implemented.
- d. Participating CSGs shall submit their sealed quotation on the date and time prescribed in the terms and conditions of the RFQ. Receipt of one quotation is sufficient to proceed with the evaluation of the quotation. In case there are no quotations received hours before the prescribed deadline, the BAC may extend the deadline for the submission of RFQs 3 times.

### **C. Opening and Evaluation**

- a. On the prescribed deadline, the BAC shall open submitted quotations and prepare an Abstract of Quotations setting forth the ff.:
  1. names of the CSGs that responded to the RFQ;
  2. corresponding price quotations; and
  3. Lowest or Single Calculated Quotation (LCQ or SCQ).
- b. The evaluation of the submitted quotations shall be completed within a maximum of 7 calendar days from the prescribed deadline. After the evaluation of the RFQ, the BAC will determine the CSGs with the LCQ or SCQ.

### **D. Post-Qualification**

- a. The BAC shall exercise due diligence in validating the legal, technical, and financial capability of the CSG with LCQ or SCQ to supply and deliver the Goods, or to implement the SIP.
- b. If the BAC determines that the CSG with LCQ or SCQ passes the criteria for post-qualification, it shall declare the same as the Lowest Calculated and Responsive Quotation (LCRQ) or Single Calculated and Responsive Quotation (SCRQ).
- c. In case of post-disqualification, the BAC shall notify the disqualified CSG and shall initiate and complete the conduct of the post-qua with the next CSG with the second LCQ.
- d. If the next CSG, however, fails the post-qualification, the procedure for post-qua shall be repeated for the next CSG, and so on, until the LCRQ is determined for award or failure of bidding is declared.
- e. The post-qualification process shall be completed in not more than **10 calendar days (clds)** from receipt of notice to the CSG with the LCQ or SCQ, (or within a fresh period of **10 clds** from the receipt of notice to the next CSG with the second LCQ.) In exceptional cases, the HoPE may approve an extension of the post-qualification based on the BAC's recommendation, but in no case shall the aggregate period exceed **25 clds** from the determination of the LCQ.

### **E. Award of Contract**

- a. The BAC, after determining the legal, technical, and financial capability and the responsiveness of the quotation, shall recommend to the HoPE the award of contract in favor of the CSG with the LCRQ or SCRQ.
- b. Upon approval, the HoPE shall issue a Notice of Award (NOA) within a period not exceeding **10 clds** from receipt of BAC's recommendation and shall immediately enter into a contract with the CSG.
- c. In case the CSG with the LCRQ or SCRQ fails, refuses, or is unable to enter into a contract with the PE, without justifiable cause, the HoPE shall disqualify the CSG and direct the BAC to determine the responsiveness of the quotation of the next CSG with the second LCQ, or declare a failure of bidding and conduct a re-bidding with re-posting, if necessary, based on its determination, which shall be within **7 clds** from the said declaration.
- d. The BAC, through its Secretariat, shall post within **3 clds** from execution of the NOA, the contract, and the Notice to Proceed (NTP) in the: (i) PhilGEPS website;

(ii) PE's website, if available; and (iii) conspicuous place reserved for this purpose in the premises of the PE and in the community where the project will be implemented.

To summarize, a) the focal person shall prepare project proposal to be attached to ATP/PR prior to procurement; b) BAC shall post the RFQ for at least 3 cds; c) Procurement Contract, and Terms and Conditions come into play only once there is secured Lowest or Single Calculated and Responsive Quotation; and d) After the Notice to Award is issued, the OpMOA can be forged between the SDO and/or NDA/PCC together with the release of the 50% of the Service Fee.

3. **Section IX.B. of DepEd Order No. 31, s. 2021, "Operational Guidelines on the Implementation of the School-Based Feeding Program" - Delivery, Inspection, and Acceptance for Milk is reiterated instructing SDOs and local dairy suppliers to identify one or two (1 or 2) drop-off point/s per school district/SDO for the milk supply deliveries.**
4. **The Revised Implementation Timeline for the SBFP-MC is attached as Annex E where milk distribution is expected to commence by the 1<sup>st</sup> week of April and end by May 31, 2024.**
5. **Immediate submission of the Program Terminal Report (PTR) for SY 2023-2024 after the feeding cycle is completed is earnestly requested.**

For further inquiries or clarification, please contact Dr. Maria Corazon C. Dumlao, Ms. Magdalene Portia T. Cariaga, or Mr. Ferdinand M. Nuñez, BLSS-SHD, at cell phone numbers 09993056058 or 09175620849, or via email at [sbfp@deped.gov.ph](mailto:sbfp@deped.gov.ph).

Your attention to these updates is highly appreciated.

**OPERATING MEMORANDUM OF AGREEMENT (Op- MOA)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

This Memorandum of Agreement (MOA) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024 by and between:

The **DEPARTMENT OF EDUCATION - SCHOOLS DIVISION OFFICE** of \_\_\_\_\_, with office address at \_\_\_\_\_ represented herein by its Schools Division Superintendent, \_\_\_\_\_ (hereafter referred to as the "**SDO**");

and

The **NATIONAL DAIRY AUTHORITY** at \_\_\_\_\_ (Office), a government instrumentality with corporate powers attached to the Department of Agriculture, with principal office address at \_\_\_\_\_, represented herein by its \_\_\_\_\_ (hereafter referred to as the "**NDA**");

**SDO** and **NDA** shall be collectively referred to as the "**PARTIES**" and individually as a "**PARTY**";

**ANTECEDENTS:**

The Department of Education (**DepEd**), through the Bureau of Learner Support Services – School Health Division (**BLSS-SHD**), is mandated to implement a nationwide School-Based Feeding Program (**SBFP**) pursuant to Republic Act No. 11037 also known as the "*Masustansyang Pagkain para sa Batang Pilipino Act*" and the General Appropriations Act (GAA) for the Fiscal Year 2023;

R.A. No. 11037 provides the inclusion of fresh milk or fresh milk-based products in the SBFP as additional component to hot meals;

The **DepEd** and the **NDA** have agreed to embark on and implement a Milk Feeding Program (hereafter referred to as the "**PROGRAM**") pursuant to the mandates and objectives of R.A. No. 11037 and as a component of the National Feeding Program of the government;

Pursuant to DepEd Order No. 31, s. 2021 titled "*Operational Guidelines on the Implementation of the School-Based Feeding Program*" and DepEd Order Nos. 10 and 38, s. 2022, titled "*Supplemental Guidelines on DepEd Order 031, s. 2021*" and "*Supplemental Guidelines No. 2 to DepEd Order 031, s.2021*", **SDOs** shall have the responsibility of coordinating and directly dealing with the relevant offices of the **NDA**, or any other relevant field offices of government and non-government unit or organization, as well as with the local dairy farms and/or cooperatives;

The **DepEd** entered into a separate Memorandum of Agreement (**Mother MOA**) with **NDA**, a signed and notarized copy of which is hereto attached as "**Annex A**", to govern the collaborative undertaking, define the policy and general framework of cooperation and coordination between the **DepEd** and **NDA**, as well as the operational details in the implementation of the **PROGRAM**;

NDA Witness

NDA Representative

SDO's Witness

Schools Division Superintendent

ARTICLE I  
SCOPE

- 1.1 This Agreement shall govern the operative undertaking between the **PARTIES** in the implementation of the **PROGRAM**.
- 1.2 The **PARTIES** agree to cooperate and carry out their respective roles and responsibilities stated in this Agreement and in the **Mother MOA** and comply with the Guidelines executed and issued for this **PROGRAM** until the end of SY 2023-2024.

ARTICLE II  
FRAMEWORK OF COOPERATION AND OPERATION

2.1 The **SDO** shall:

- 2.1.1 Determine and finalize the milk requirements for pasteurized milk and/or sterilized milk for submission to DepEd Central Office, copy furnished to **NDA** to determine the possible supply and participation of local dairy producers and/or cooperative.
- 2.1.2 Coordinate with the pertinent **NDA** Offices for market scoping, quality assurance, supervision, monitoring, and evaluation.
- 2.1.3 Directly deal with the local dairy producers and/or cooperatives for the procurement of pasteurized milk and milk-based products through Negotiated Procurement-Community Participation (NP-CP), quality assurance, monitoring and evaluation, payment, and accounting.
- 2.1.4 Prepare this Operating Memorandum (Op-MOA) in accordance with the Project Procurement Management Plan (PPMP), Mother MOA, and appropriate guidelines.
- 2.1.5 Ensure prompt payment to the pertinent **NDA** Offices for the appropriate service fee of the delivered and inspected pasteurized milk and milk-based products procured from local dairy producers and/or cooperatives.
- 2.1.6 Prepare the Procurement Contract for the engagement of local dairy producers/suppliers/cooperatives in accordance with this Op-MOA, Mother MOA, and appropriate guidelines. The Procurement Contract shall provide details on the mode, schedule, specifications, and other delivery instructions for local dairy producers and/or cooperatives.
- 2.1.7 Ensure that arrangements for inspection and acceptance of the delivered items are properly and promptly done by appropriate school property custodian or school or **SDO** personnel, as the case may be.
- 2.1.8 Assign or designate at least two (2) signatories—one (1) inspector per drop-off point, and one (1) acceptor per school, for the Inspection and Acceptance Reports (IARs), pursuant to the Government Accounting Manual (GAM).

2.2 The **NDA** shall:

- 2.2.1 Act as a regulatory body for all local dairy producers registered under them and shall certify that they are an organized community or social group (CSG) in accordance with the provisions of Government Procurement Policy Board (GPPB) Resolution No 18-2021.
- 2.2.2 Closely coordinate with the dairy producers and/or dairy cooperatives, as aforementioned, and monitor the production, processing, and delivery of the procured milk products.
- 2.2.3 Ensure the availability, safety, and quality of pasteurized and/or sterilized milk according to the Procurement Contract and its Terms and Conditions hereto attached

NDA Witness

NDA Representative

SDO's Witness

Schools Division Superintendent



compliant with RA No. 10611 or the "Food Safety Act of 2013." Only those compliant and certified local dairy producers and/or cooperatives shall be considered by the SDOs for the procurement of milk products.

2.2.5 Provide the following services under this Op-MOA:

Microbiological test to determine:

- Aerobic Plate Count
- Total Coliform Count
- Escherichia coli (E. coli)

Physicochemical test to measure:

- Fat
- Protein
- Solid Not Fat
- Total Solids

2.2.6 Conduct random inspection of dairy processing facilities and other services like assistance and coordination with milk deliveries, issues and concerns and assistance on crisis management

2.2.7 Closely monitor and evaluate the dairy producers and/or dairy cooperatives

2.2.8 Capacitate local dairy producers and/or cooperatives on food safety training, dairy production, and hygienic milk handling and storage.

### ARTICLE III FUNDING ARRANGEMENTS

3.1 The NDA shall assess and collect one and a half percent (1.5%) Service Fee to be computed on the basis of the full amount as stated in the contract awarded to the Community or Social Group (CSG) with Lowest Calculated Quotation (LCQ) or Single Calculated Quotation (SCQ). Said 1.5% Service Fee shall be imposed to cover the administrative and other overhead to their quality assurance function. The payment of Service Fee shall be transferred to NDA on a staggered basis as follows:

- 50% after signing of this Op-MOA;
- 30% after submission of the Results of the Microbiological and Physicochemical Tests for the first month of delivery; and
- 20% after submission of the Results of the Microbiological and Physicochemical Tests for the second month of delivery, an Accomplishment Report of the services provided to the SDO for the implementation of the Milk Feeding Program, and a Certificate of Completion and Acceptance of Services to the SDOs after the milk deliveries have been completed.

3.2 The Service Fee shall be taken from the Program Support Funds of the SDOs.

### ARTICLE IV MONITORING AND EVALUATION

4.1 The SDO shall oversee the implementation of the PROGRAM and monitor the compliance of NDA, local dairy producers and/or cooperatives, and the schools with the Mother MOA, Guidelines, Operating MOA, Procurement Contract, and relevant DepEd issuances, laws, rules and regulations.

4.2 The SDO shall be responsible for the submission of monthly Progress Reports on the

NDA Witness

Representative

NDA

SDO's Witness

Division Superintendent

ARTICLE V  
MISCELLANEOUS PROVISIONS

5.1 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 **NDA** shall facilitate and ensure that the local dairy producer and/or cooperative shall provide the immediate necessary assistance without need of any demand from the former, in accordance with the agreement of both **PARTIES** to be followed by a thorough investigation. The **NDA** shall also facilitate the immediate recall and replacement of milk products by the local dairy producers and/or cooperatives prior to the conduct of or pending investigation.

5.2 In the event that milk packs delivered are not in accordance with quality standards set by both **PARTIES** and as provided under relevant guidelines and issuances, which have caused or may cause milk spoilage, bulging, and/or leakage, among others, even when proven to have been stored properly, the **NDA** shall facilitate and ensure that the local dairy producer and/or cooperative concerned shall immediately recall and replace the affected milk product/s prior to the conduct of or pending investigation.

5.3 The **PARTIES** shall exert their best efforts to properly resolve any differences or disagreements with respect to any issues that may arise in connection with this Agreement. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation. However, in the event that the **PARTIES** fail to settle the dispute amicably, and before any Party may proceed to litigate in court, the Parties shall first resort to an Early Neutral Evaluation in accordance with the rules on Alternative Dispute Resolution (ADR) for Disputes between the National Government Agencies and A.M No. 07-11-08-SC or the Special Rules of Court on Alternative Dispute Resolution. Under Republic Act No. 9285 or the Alternative Dispute Resolution Act of 2004, an Early Neutral Evaluation is defined as an ADR process wherein parties and their lawyers are brought together early in the pre-trial phase to present summaries of their cases and to receive a non-binding assessment by an experienced, neutral person, with expertise in the subject matter or substance of the dispute.

In case of failure to settle differences, the **PARTIES** shall not be precluded from submitting dispute to the appropriate courts in the Philippines. Any cause of action for the enforcement of this MOA or any provision hereto shall be instituted only in the courts of competent jurisdiction in Pasig City and [REDACTED], to the exclusions of other venues.

5.4 Any change, modification or amendment of this Agreement shall be made in writing and signed by the duly authorized representatives of the **PARTIES** before effectivity hereof.

5.5 If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect.

5.6 This Operating MOA shall take effect immediately upon signing by the **PARTIES** and notarization hereof, and shall be terminated after submission of the Program Terminal Report by the **NDA** to the DepEd Central Office – BLSS-SHD, upon the latter’s clearance and confirmation of acceptance with the **SDO**, unless otherwise earlier terminated or extended by the **PARTIES**.

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

NDA Witness

NDA Representative

SDO's Witness

Schools Division Superintendent

SIGNED, SEALED AND DELIVERED BY:

\_\_\_\_\_  
**Schools Division Superintendent**

\_\_\_\_\_  
**NDA's Representative**

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
**SDO's Witness**

\_\_\_\_\_  
**NDA's Witness**

CERTIFIED FUNDS AVAILABLE:

\_\_\_\_\_  
**Chief Accountant**

\_\_\_\_\_

**ACKNOWLEDGMENT**

**REPUBLIC OF THE PHILIPPINES )**

**) S.S.**

X-----X

**BEFORE ME**, a Notary Public for and in \_\_\_\_\_, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_ 2024, personally appeared:

<b>NAME</b>	<b>GOVERNMENT ISSUED ID &amp; NO.</b>	<b>DATE AND PLACE OF ISSUE</b>
<b>HON. SARA Z. DUTERTE</b>		

Known to me and to me known to be the same person who executed the foregoing instrument, consisting of **seven (7)** pages, **two (2)** of which are the respective Acknowledgment pages of the parties, and which person acknowledged to me that the same is the free and voluntary act and deed thereof, as well as that of the entity said person represents.

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

**NOTARY PUBLIC**

Doc. No.: \_\_\_\_\_;

Page No.: \_\_\_\_\_;

Book No.: \_\_\_\_\_;

Series of 2024.

**ACKNOWLEDGMENT**

**REPUBLIC OF THE PHILIPPINES )**

**) S.S.**

X-----X

**BEFORE ME**, a Notary Public for and in \_\_\_\_\_, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_ 2024, personally appeared:

<b>NAME</b>	<b>GOVERNMENT ISSUED ID &amp; NO.</b>	<b>DATE AND PLACE OF ISSUE</b>

Known to me and to me known to be the same person who executed the foregoing instrument, consisting of **seven (7)** pages, **two (2)** of which are the respective Acknowledgment pages of the parties, and which person acknowledged to me that the same is the free and voluntary act and deed thereof, as well as that of the entity said person represents.

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**NOTARY PUBLIC**

Doc. No.: \_\_\_\_\_;

Page No.: \_\_\_\_\_;

Book No. \_\_\_\_\_.



**PROJECT:** Supply and Delivery of Pasteurized Milk (or Sterilized Milk)  
**CONTRACT NO.:** 2024-XXXXX

**PROCUREMENT CONTRACT**

Supplier's Witness

**THIS CONTRACT** made and entered into this \_\_\_ day of \_\_ 2024 by and between the **DEPARTMENT OF EDUCATION**, located at \_\_\_\_\_, represented herein by its Schools Division Superintendent, \_\_\_\_\_ (hereinafter referred to as "**SDO-**\_\_\_\_\_"); and **(Local Dairy Producer/Cooperative)** \_\_\_\_\_, represented herein by its **(Name of Representative)** \_\_\_\_\_, with office address at \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_"), as per Omnibus Sworn Statement dated \_\_\_\_\_ (hereto attached as Annex "A").

Supplier

**DEPED** and \_\_\_\_\_ are collectively called **PARTIES**.

**WHEREAS, SDO-**\_\_\_\_\_, 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-**\_\_\_\_\_ received (number) quotations from different Organized Community or Social Groups;

SDO's Witness

**WHEREAS, SDO-**\_\_\_\_\_ opened, read, and evaluated the submitted quotations and declared \_\_\_\_\_ as having the Lowest Calculated Quotation (LCQ) or Single Calculated Quotations (SCQ);

Schools Division Superintendent

**WHEREAS,** after evaluation, **SDO-**\_\_\_\_\_ post-qualified and declared the quotation of \_\_\_\_\_ as the Lowest Calculated and Responsive Quotation (LCRQ) or Single Calculated and Responsive Quotation (SCRQ) in the sum of **PHILIPPINE PESOS** \_\_\_\_\_ **00/100 (PhP \_\_\_\_\_ .00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description of Goods	Quantity	Amount (PhP)
1	Pasteurized Cow's Milk	__ packs ( __ mL) __ bottles ( __ mL)	_____.00
2	Pasteurized Carabao's Milk	__ packs ( __ mL) __ bottles ( __ mL)	_____.00
3	Sterilized Cow's Milk	__ packs ( __ mL) __ bottles ( __ mL)	_____.00
4	Sterilized Carabao's Milk	__ packs ( __ mL) __ bottles ( __ mL)	_____.00

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

Supplier's Witness

Supplier

SDO's Witness

Schools Division Superintendent

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 No. \_\_\_\_\_ dated \_\_\_\_\_ ("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 \_\_\_\_\_ is a registered Organized Community or Social Group under them;
  - c. \_\_\_\_\_'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 \_\_\_\_\_'s conforme thereto ("Annex A-5"); and
  - f. Other contract documents required by existing laws and/or SDO-\_\_\_\_\_ in the Request for Quotation. \_\_\_\_\_ 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. \_\_\_\_\_ 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-\_\_\_\_\_, and shall be forfeited in the event that it is established that \_\_\_\_\_ is in default of any of its obligations under this Contract. \_\_\_\_\_ 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-\_\_\_\_\_, 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 \_\_\_\_\_ at the **Designated Drop-off Points (Annex "B-1")** within **ONE HUNDRED TWENTY (120) calendar days** from the receipt of the Notice to Proceed (NTP). \_\_\_\_\_ shall also ensure that the goods will be delivered in accordance

Supplier's Witness

Supplier

SDO's Witness

Schools Division Superintendent

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-**\_\_\_\_\_’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.

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-**\_\_\_\_\_ shall have the right to visit and inspect \_\_\_\_\_’s premises covered by the Contract at any time or stage of the contract implementation to monitor and assess \_\_\_\_\_’s capacity to discharge its contractual obligations.
7. **SDO-**\_\_\_\_\_ 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, \_\_\_\_\_ shall ensure convenient access to the goods for inspection. \_\_\_\_\_ 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. \_\_\_\_\_ shall coordinate with **SDO-**\_\_\_\_\_, 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 \_\_\_\_\_ 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-**\_\_\_\_\_’s end-user or implementing unit, and the approval of the herein authorized signatory. In any such case, the proposal by \_\_\_\_\_ for substitution shall be in writing and shall not result in any additional cost or undue burden to **SDO-**\_\_\_\_\_.

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



Supplier's Witness

Supplier

SDO's Witness

Schools Division Superintendent

11. In case [redacted] encounters condition(s) impeding timely delivery of the goods, [redacted] shall promptly notify SDO-\_\_\_\_\_ 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. [redacted] must provide sufficient proof to support any request for work suspension and/or contract period extension.

SDO-\_\_\_\_\_ accepts no liability for the damage, spoilage, or loss of goods until the risk and title thereon have been transferred to SDO-\_\_\_\_\_. Risk and title to the goods will not be deemed to have passed to SDO-\_\_\_\_\_ 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 [redacted] 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. [redacted] 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 [redacted], duly signed and dated by the authorized representative of SDO-\_\_\_\_\_ 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-\_\_\_\_\_ pursuant to existing disbursement, accounting, and auditing rules and procedures.

- c. Payment shall be made to [redacted] within seven (7) days from submission of the documents as may be prescribed by SDO-\_\_\_\_\_ 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 [redacted] 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. [REDACTED] 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-\_\_\_\_\_. The cut-off of delivery for each day shall be at 4:00 PM. SDO-\_\_\_\_\_ shall deduct the liquidated damages from any money due or which may become due to [REDACTED], or collect from any security or warranty posted by [REDACTED], whichever is convenient to SDO-\_\_\_\_\_. Once the accumulated amount of liquidated damages reaches 10% of the Contract Price, SDO-\_\_\_\_\_ 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

Supplier's Witness

Supplier

SDO's Witness

Schools Division Superintendent

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:*

\_\_\_\_\_  
Schools Division Superintendent  
SDO-\_\_\_\_\_

\_\_\_\_\_

*SIGNED IN THE PRESENCE OF:*

\_\_\_\_\_  
SDO's Witness

\_\_\_\_\_  
's Witness

*CERTIFIED FUNDS AVAILABLE:*

\_\_\_\_\_  
Chief Accountant

REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_ ) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in \_\_\_\_\_, Philippines,  
this \_\_\_\_\_ day of \_\_\_\_\_ 2024 personally appeared:

Name	Government Issued ID (Number, Issued on, Issued By)	Date of Issuance / Valid Until
SDS		
Supplier		

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. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2024.

**TERMS AND CONDITIONS**

**MILK PRODUCT QUALITY & PACKAGING**

- a. **SDO** \_\_\_\_\_ shall source its supplies from local dairy farms, producers, and/or dairy cooperatives, and shall ensure that the type of milk to be supplied should either be Pasteurized Milk **OR** Sterilized Carabao's/Cow's Milk.
- b. **SDO** and \_\_\_\_\_ (Supplier) \_\_\_\_\_ may agree on the flavor/s of the milk.
- c. The milk products should contain the following Nutritional Contents per serving:

Particulars	Minimum amount per Serving of Milk
Energy	120-180 kcal
Protein	6-10 grams
Carbohydrate	8-27 grams
Fat	3-7 grams

*Energy, Protein, Carbohydrates and Fats must be expressed in or rounded off to whole numbers, but not in any way lower than the minimum amount as stated above.*

- d. The milk should be packed individually using the standard design, with a serving size of \_\_\_\_\_ (ranging from 180-200 mL per pack, 500 mL or 1-liter bottle) **(NOTE: SDO should specify the serving size)**
- e. Pasteurized milk should be packed in \_\_\_\_\_ (Food-grade polyethylene pouches or High Density Polyethylene (HDPE) **OR** Polyethylene Terephthalate (PET) bottles) while sterilized milk should be packed using \_\_\_\_\_ (retortable can **OR** day packaging pouches). **(NOTE: SDO should specify the preferred packaging)**
- f. Essential storage instructions/information must be prominently displayed on the label (e.g. "Best Before Date", the "Expiration Date", "Keep Refrigerated", "Store in a Cool Dry Place", "Serve chilled", "Shake Well Before Consuming", etc.).

**DELIVERY**

- a. The mode, schedule and other specifications of delivery shall be determined by the **SDO** and the \_\_\_\_\_ (Supplier) \_\_\_\_\_ in consideration of the local conditions, and the provisions under the Operating MOA. Delivery must be made once or twice a week at the schools during school days only, until 4:00 PM (or end of business day). No delivery shall be made during holidays and weekends.
- b. The Supplier's delivery personnel should wear clean attire with Personal Protective Equipment (PPE) such as face masks, hair net, hand gloves, etc., and covered footwear. They are also not allowed to smoke while inside DepEd/school premises.
- c. 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. In addition to the storage instructions from BLSS-SHD, 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 lunch time. When necessary for preservation, unused delivered stocks for the day shall be stored properly to ensure its quality and freshness.
- c. Sterilized milk can/pouch shall be stored in a secured, clean, pest-free, and well-ventilated area in the school. Boxes of milk shall be piled on pallets following the \_\_\_\_\_ (Supplier) \_\_\_\_\_'s stockpiling requirement.

**INSPECTION & ACCEPTANCE**

- a. All deliveries of the \_\_\_\_\_ (Supplier) \_\_\_\_\_ shall be subject to inspection and acceptance by the **SDO**.
- b. All milk packs and bottles 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 clotty.
- c. All complaints must be addressed before the expiry date.

**RECALL AND REPLACEMENT**

- a. **SDOs** 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 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.

Supplier's Witness

Supplier

SDO's Witness

Schools Division Superintendent



Republic of the Philippines  
**Department of Education**

ATP No.

**PROCUREMENT MANAGEMENT SERVICE**

**AUTHORITY TO PROCURE**

GOODS AND SERVICES     INFRASTRUCTURE PROJECTS     CONSULTING SERVICES

Bureau/Service: \_\_\_\_\_ Date: \_\_\_\_\_  
 Division or Unit: \_\_\_\_\_ WFP Activity Code: \_\_\_\_\_  
 Fund Cluster: \_\_\_\_\_ APP Project Code: \_\_\_\_\_  
 Source of Fund: \_\_\_\_\_ Resp.Ctr.Code : \_\_\_\_\_

Project Title/Name (As indicated in the APP):  
 \_\_\_\_\_  
 \_\_\_\_\_

**Approved Budget for the Contract\***

Item No.	Description	Remarks/Reference
1	Technical Specification/Scope of Work/ Program of Works/Terms of Reference	See attached Project Information Sheet (PIS)
2	Delivery Period/Contract Duration and Terms of Payment	
3	Delivery Terms and Condition	
4	*Cost Breakdown and Estimates (Supported by Price Data and Market Survey, where necessary)	

*Note: The descriptions indicated above are subject to vetting by the Procurement Management Service and/or the concerned B.A.C. in consultation with the end-user unit during the preparation and development of bidding documents or the actual procurement process.*

**Refer to Policy on Delegation of Signing Authority (DO No. 001 s. 2023)**

Requested by:		Approved by:	
Signature :	<b>Head of Office or higher official concerned</b>	Signature :	<b>Director / Asec / Usec or if over 100 Million, Usec for Finance</b>
Printed Name :		Printed Name :	
Designation :		Designation :	
Date :		Date :	
Allotment Available (UACS Code & Amount):		Allotment Certified by:	
Signature :		<b>Chief, Budget Division or Authorized Representative</b>	
Printed Name :			
Designation :			
Date :			



Annex C  
 Technical Specifications of  
 Milk FY 2023

Type of Food	<b>Pasteurized Milk</b>																			
Serving Size	200ml																			
Flavor	May be flavored or non-flavored (for decision of the End-user)																			
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	<ul style="list-style-type: none"> <li>• Individually packed in food-grade polyethylene pouches or High-Density Polyethylene (HDPE), Polyethylene Terephthalate (PET) bottles, or gable top</li> <li>• Should indicate the Batch and Lot numbers</li> <li>• The packaging must clearly and readably indicate the Manufacturing Date and the Expiration Date.</li> <li>• If possible, there must be an imprinted sign per pack which indicates "<b>NOT FOR SALE</b>".</li> </ul>																			
Expiration	The expiration date should be a week (7 days) from the date of delivery.																			
Nutritional Content	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Particulars</th> <th style="width: 50%;">Minimum Amount Per Serving</th> </tr> </thead> <tbody> <tr> <td>Energy</td> <td style="text-align: center;"><b>120-180 kcal</b></td> </tr> <tr> <td>Protein</td> <td style="text-align: center;"><b>7-10 g</b></td> </tr> <tr> <td>Total Fat</td> <td style="text-align: center;"><b>3-7 g</b></td> </tr> <tr> <td>Saturated Fat</td> <td style="text-align: center;"><b>2-4g</b></td> </tr> <tr> <td>Total Carbohydrates</td> <td style="text-align: center;"><b>7-27g</b></td> </tr> <tr> <td>Dietary Fiber</td> <td style="text-align: center;"><b>0g</b></td> </tr> <tr> <td>Sugar</td> <td style="text-align: center;"><b>7-27g</b></td> </tr> <tr> <td>Calcium</td> <td style="text-align: center;"><b>220-480 mg</b></td> </tr> </tbody> </table>		Particulars	Minimum Amount Per Serving	Energy	<b>120-180 kcal</b>	Protein	<b>7-10 g</b>	Total Fat	<b>3-7 g</b>	Saturated Fat	<b>2-4g</b>	Total Carbohydrates	<b>7-27g</b>	Dietary Fiber	<b>0g</b>	Sugar	<b>7-27g</b>	Calcium	<b>220-480 mg</b>
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	Calcium	<b>220-480 mg</b>																		



Annex C  
 Technical Specifications of  
 Milk FY 2023

	Energy, Protein, Carbohydrates and Fats must be expressed in or rounded off to whole numbers, but not in any way lower than the minimum amount as stated above.
Delivery Schedule	(to be supplied by the End-user)
Drop-off Points	(to be supplied by the End-user; one or two drop-off point per school district/SDO)

\*Provide samples for sensory evaluation and acceptability test.

Type of Food	<b>Sterilized Milk</b>
Serving Size	180-200 ml
Flavor	May be flavored or non-flavored (for decision of the End-user)
Quality	Milk should be received in good condition, not expired, no signs of spoilage, not curdled, not slimy, and no sour smell. If in cans, there is no sign of bulging and dent.
Packaging	<ul style="list-style-type: none"> <li>• Individually packed using retortable can, doy packaging pouches or gable top.</li> <li>• Should indicate the Batch and Lot numbers</li> <li>• The packaging must clearly and readably indicate the Manufacturing Date and the Expiration Date.</li> <li>• If possible, there must be an imprinted sign per pack which indicates "<b>NOT FOR SALE</b>".</li> </ul>
Expiration	The expiration date should be at least 5 months from the date of delivery

Annex C  
 Technical Specifications of  
 Milk FY 2023

Nutritional Content	Particulars	Minimum Amount Per Serving
	Energy	<b>130-180 kcal</b>
	Protein	<b>6-10 g</b>
	Total Fat	<b>3-7 g</b>
	Saturated Fat	<b>2-4g</b>
	Total Carbohydrates	<b>15-24g</b>
	Dietary Fiber	<b>0-3g</b>
	Sugar	<b>15-24g</b>
	Calcium	<b>220-680mg</b>
	Energy, Protein, Carbohydrates and Fats must be expressed in rounded off to whole numbers, but not lower than the minimum amount as stated above.	
Delivery Schedule	(to be supplied by the End-user)	
Drop-off Points	(to be supplied by the End-user)	

\*Provide samples for sensory evaluation and acceptability test.

Annex D

Sample Template of the  
Report to GPPB

[Letterhead]

(Date)

**Hon. AMENAH F. PANGANDAMAN**  
*Chairperson, Government Procurement Policy Board*  
UP Diliman Campus, Quezon City  
*Secretary, Department of Budget and Management*  
San Miguel, Manila

Dear **Hon. Pangandaman:**

This is to inform your esteemed Office that DepEd Schools Division of \_\_\_\_\_ is implementing the School-Based Feeding Program (SBFP) Milk Component using FY 2023 Funds with an allotment of \_\_\_\_\_ (P\_\_\_\_\_00) received through Sub-ARO No. \_\_\_\_\_ dated \_\_\_\_\_.

This is to further report that the Approved Budget for the Contract (ABC) for the procurement of (quantity and name of goods – pasteurized and/or sterilized milk) is \_\_\_\_\_ (P\_\_\_\_\_00) procured through Negotiated Procurement-Community Participation was awarded to \_\_\_\_\_ (Supplier/s). The said amount covers the milk feeding of (Estimated number of beneficiaries to be fed) for (Number of feeding days) to be distributed in (Months and Year for distribution).

Very truly yours,

**(NAME OF HOPE)**  
*Schools Division Superintendent*

**FY 2023 Revised Implementation Timelines**

Process/Activity	Timeline
1. Issuance of Advisories	January-March 2024
2. Memorandum of Agreement for Milk <ul style="list-style-type: none"> <li>• Signing of Mother MOA between DepEd and NDA/PCC</li> </ul>	February-March 2024
3. Release of Funds <ul style="list-style-type: none"> <li>• Comprehensive Release to ROs</li> <li>• Downloading of PSF to ROs and SDOs</li> </ul>	February 2024  March 2024
4. Procurement Process by SDOs <u>Milk-for SDOs</u> <ul style="list-style-type: none"> <li>• Preparation of ATP/PR, RFQ, And Technical Specifications</li> </ul> (Note: The recommended mode of procurement is Negotiated Procurement-Community Participation) <ul style="list-style-type: none"> <li>• Conduct of actual procurement process</li> <li>• Issuance of NOA &amp; Contract with Terms and Conditions</li> <li>• Letter to GPBB for contract amounts of more than P5 Million</li> </ul>	February-March 2024  March 2024 March 2024  March-April 2024
5. Request of NCA from DBM	March 2024
6. Signing of OpMOA with NDA and PCC <ul style="list-style-type: none"> <li>• Release of 50% service fee to NDA &amp; PCC</li> </ul>	March-April 2024
7. Distribution of Milk & Actual Feeding	April-May 2024
8. Payments <ul style="list-style-type: none"> <li>• Release of 30% Service Fee to NDA &amp; PCC</li> <li>• Release of remaining 20% Service Fee to NDA &amp; PCC</li> <li>• Staggered Payments to Milk Supplier</li> </ul>	April 2024 May 2024  April-June 2024