



Date: 04 DEC 2024

NOTICE TO PROCEED

EFFIE NADINE S. MAGALE
President
NMS Marketing Corporation
Mt. Mayon St., Singson Village
Brgy. Subangdaku
Mandaue City, Cebu

Dear Ms. Magale:

The attached Contract Agreement having been approved, notice is hereby given that the service and delivery on the project: **PROCUREMENT OF SCHOOL-BASED FEEDING PROGRAM (SBFP) FOR S.Y. 2024-2025 (E-NUTRIBUN)**, effective within the receipt of this notice.

Upon receipt of this notice, you are responsible for performing your obligations under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

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 Department of Education-Division of Tacloban City, Real St., Tacloban City.

Very truly yours,


SHERLITA A. PALMA EDD, CESO VI
Schools Division Superintendent

Received By:

I acknowledge receipt of this Notice on:

Dec 6, 2024

Name of the Bidder/Representative:

Authorized Signature:





Republic of the Philippines
Department of Education
Region VIII
SCHOOLS DIVISION OF TACLOBAN CITY

CONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of December 2, 2024 between **DepEd Division of Tacloban City**, Real Street, Tacloban City (hereinafter called "the Entity") of the one part and **NMSV Marketing Corporation**, Mt. Mayon Street Brgy. Subangdaku, Mandaue City, Cebu (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **PROCUREMENT SCHOOL-BASED FEEDING PROGRAM (SBFP) FOR S.Y. 2024-2025 (E-NUTRIBUN)** and has accepted a Bid/Offer by the Supplier for the supply of those goods and services in the sum of **FOUR MILLION SIXTY-FOUR THOUSAND EIGHTY PESOS ONLY [Php 4,064,080.00]** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- a. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

c. Performance Security;

d. Notice of Award of Contract; and the Bidder's conforme thereto; and

e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

Signature

Signature



Republic of the Philippines
Department of Education
Region VIII
SCHOOLS DIVISION OF TACLOBAN CITY

3. In consideration for the sum of **FOUR MILLION SIXTY-FOUR THOUSAND EIGHTY PESOS ONLY [Php 4,064,080.00]** or such other sums as may be ascertained, **NMSY MARKETING CORPORATION** agrees to supply/deliver **S.Y. 2024-2025 (E-NUTRIBUN)** to the DepEd Division of Tacloban in accordance with its Bid.

4. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. When the Supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed good scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned.

6. The Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the Supplier, or collected from any securities or warranties posted by the Supplier, whichever is convenient to the procuring entity concerned. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the procuring entity concerned may rescind the contract and imposed appropriate sanctions over and above the liquidated damages to be paid.

7. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects under the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


SHERLITA A. PALMA EDD, CESO VI
Schools Division Superintendent
DepEd Division of Tacloban City


EFFIE NADINE S. MAGALE
President
for:
NMSY Marketing Corporation



Republic of the Philippines
Department of Education
Region VIII
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Funds Available:

Helen M. Gonzaga
HELEN M. GONZAGA
OIC-Accountant III

SIGNED IN THE PRESENCE OF:

Entity's Witness

Supplier's Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF) S.S.

BEFORE ME, personally appeared

Name
Competent Evidence of Identity

SHERLITA A. PALMA EDD, CESO VI

PRC ID # 0358381

EFFIE NADINE S. MAGALE

Known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed and that of the offices they respectively represent.

The foregoing instrument is a Contract Agreement consisting of three (3) pages including this page on which this Acknowledgement is written and signed by the parties hereto and their instrumental witnesses on the left margin of each and every page hereof.

Witness my hand and seal this _____ day of _____ 2024 at _____

ATTY. VINCENT ABRAIL D. RODAS

NOTARIAL COMMISSION NO. 2024-03

MAASIN CITY, SOUTHERN LEYTE

UNTIL DECEMBER 31, 2025

ROLL OF ATTORNEYS NO. 63064

PTR NO. 0494868, ISSUED AT MAASIN CITY,

ON JANUARY 02, 2024

IBP LIFETIME NO. 1080398, DECEMBER 29, 201,

NOTARIAL COMMISSION NO. 01-0010003

ISSUED ON FEBRUARY 15, 2022

Schools Division of Tacloban City, Brgy. 54 Real Street, Tacloban City, Leyte 6500
Facebook Page: DepEd Toyo Tacloban City
Official Email: sdptacloban@deped.gov.ph

MATATAG
Makapalad, Makatagap, Makatagap





Republic of the Philippines
Department of Education
Region VIII
SCHOOLS DIVISION OF TACLOBAN CITY

Date: 13 NOV 2024

NOTICE OF AWARD

EFTIE NADINE S. MAGALE
President
NMS Marketing Corporation
Mt. Mayon St., Singson Village
Brgy. Subangdaku
Mandaue City, Cebu
Dear Ms. Magale:

Please be informed that your bid offer for the **PROCUREMENT OF SCHOOL-BASED FEEDING PROGRAM (SBFP) FOR S.Y. 2024-2025 (E-NUTRIBUN)** at a contract price equivalent to **FOUR MILLION SIXTY-FOUR THOUSAND EIGHTY PESOS ONLY [Php 4,064,080.00]** is hereby accepted.

In view thereof, you are to formally enter into a contract with the Agency within ten (10) days from receipt of this Notice to Award and to submit the Performance Security required in accordance with the following schedules:

Form of Performance Security		Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Five percent (5%)
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.		
		Thirty percent (30%)

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

Very truly yours,

SHERLITA A. PALMA EDD, CESO VI
Schools Division Superintendent

Awards Accepted by:

(Contractor's Signature over Printed Name)
Date: 11-22-2024