



Republic of the Philippines
Department of Education
Region IX, Zamboanga Peninsula
SCHOOLS DIVISION OF ZAMBOANGA DEL SUR

NOTICE TO PROCEED

November 25, 2025

MELAVIL JOY N. MURALLA

Authorized Representative
ORCHARD VALLEY, INC.
Brgy. Tigum, Pavia, Iloilo

Dear Ms. Muralla:

The attached Contract Agreement having been approved, notice is hereby given to **ORCHARD VALLEY, INC.** that work may commence relative to the project **Procurement of Powdered Milk for the implementation of the Additional 15 Days SBFP-Milk Feeding Component of schools for 2025-2026** for the Division of Zamboanga del Sur **effective immediately and shall be completed within 15 days from the issuance of this Notice.**

Upon receipt of this notice, you are responsible for performing the services under the terms and condition 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 Zamboanga del Sur.

Very truly yours,

on file
MA. JUDELYN J. RAMOS, EdD, CESO VI
Schools Division Superintendent

CONFORME:

I acknowledge receipt of this Notice on : November 25, 2025
Name of Authorized Representative : MELAVIL JOY N. MURALLA
Signature of Authorized Representative : *Melavil Joy N. Muralla*



Republic of the Philippines
Department of Education
Region IX, Zamboanga Peninsula
SCHOOLS DIVISION OF ZAMBOANGA DEL SUR

CONTRACT AGREEMENT

No. 2025-24-SBFP

THIS AGREEMENT made this November 24, 2025 between **Department of Education, Division of Zamboanga del Sur**, Provincial Government Complex, Dao, Pagadian City, Philippines, represented by the *Ma. Judelyn J. Ramos*, Schools Division Superintendent (hereinafter called "the Entity") of the one part and **Orchard Valley, Inc.** with business address at Brgy. Tigum, Pavia, Iloilo, Philippines, represented by *Melavil Joy N. Muralla*, Authorized Representative, (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly for the project, **Procurement of Powdered Milk for the implementation of the Additional 15 Days SBFP-Milk Feeding Component of schools for 2025-2026** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Two Hundred Ninety-Three Thousand Five Hundred Eighty-Three Pesos & 50/100 (Php 1,293,583.50)** (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 Implementing Rules and Regulations of Republic Act No. 12009 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Invitation to Bid
 - ii. Instruction to Bidders
 - iii. 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;
 - iv. Bid Data Sheet
 - v. Schedule of Requirements;
 - vi. Technical Specifications;
 - vii. General and Special Conditions of Contract;
 - viii. Supplemental Bid Bulletins, if any; and
 - ix. Other contract documents that may be required by existing laws and/or the Entity.
 - ii. 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;

MA. JUDELYN J. RAMOS

MELAVIL JOY N. MURALLA

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. 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.

3. The Contractor shall perform the following:

3.1 Supply and Delivery of Powdered Milk for the implementation of the Additional 15 Days SBFP-Milk Feeding Component of schools for 2025-2026

3.2 Specifications:

Item	Description	Unit	Quantity	Cost per unit	Total Cost												
1	<p>Commercial milk, 33-40 grams per pack</p> <p>May be flavored or non-flavored, must be in good condition, not expired, no signs of spoilage,not lumped/clumped.</p> <p>Individually packed in food-grade foil/poly-ethylene pouches or 1 pouch for number of feeding days</p> <p>The packaging must clearly and readably indicate the Manufacturing Date and the Expiration Date.</p> <p>There must be an imprinted sign per pack which indicates "NOT FOR SALE"</p> <p>Nutritional Contents:</p> <table><tr><td>Particulars</td><td>Minimum amount per Pack of Milk</td></tr><tr><td>Energy</td><td>140-160 kcal</td></tr><tr><td>Protein</td><td>4-6 grams</td></tr><tr><td>Fat</td><td>3-7 grams</td></tr><tr><td>Calcium</td><td>More than 100mg</td></tr><tr><td>Sodium</td><td><120 mg</td></tr></table> <p>Energy, Protein, 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.</p>	Particulars	Minimum amount per Pack of Milk	Energy	140-160 kcal	Protein	4-6 grams	Fat	3-7 grams	Calcium	More than 100mg	Sodium	<120 mg	pack	130,665	9.90	1,293,583.50
Particulars	Minimum amount per Pack of Milk																
Energy	140-160 kcal																
Protein	4-6 grams																
Fat	3-7 grams																
Calcium	More than 100mg																
Sodium	<120 mg																
	<i>To be delivered at drop-off points from 8am to 5pm (no weekends/holidays)</i>																
TOTAL					1,293,583.50												

MA. JUDELYN J. RAMOS

MELAVIL JOY N. MURALLA

Drop Off Points:

QualCi	Districts	Drop-off Points	Name of School Heads	Cellphone No.	No. of Bens. Powdered Milk	No. of packs (15days)
QualCi 1	Josefina	Josefina CS	Nora A. Flores	09209452241	0	0
	Dum. I	Dumingag CS	Meljojin F. Dela Cruz	09486320855	264	3960
	Dum. II	Guitran CS	Maria Fe E. Romero	099128488384	616	9240
	Mahayag North	Mahayag CS	Ricky D. Mendoza	09463255717	565	8475
	Mahayag South	San Isidro CS	Jonas C. Torres	09466925709	0	0
QualCi 2	Molave East	Molave RPS-SPED Center	Nathan P. Dagohoy	09317187758	0	0
	Molave West	Blancia CS	Myraluna B. Obineta	09271266895	168	2520
	Ramon Magsaysay	RM Central Sch.	Victor S. Davis	09383748644	0	0
	Sominot	Sominot CS	Gena Omboy	09512663936	125	1875
	Midsalip	Midsalip CS	Charlita M. Sangrenes	09095396960	1188	17820
QualCi 3	Tambulig	Tambulig CS	Fe A. Luchana	09632375752	391	5865
	Aurora East	Aurora RPS	Sheila G. Englisia	09999906990	119	1785
	Aurora West	Commonwealth CS	Ma. Flordeluna D. Garvida	09367518246	0	0
	Labangan I	Labangan CS	Arlen G. Maata	09386857965	180	2700
	Labangan II	Tawagan Norte CS	Mannel G. Anlimon	09517937708	0	0
QualCi 4	Tukuran East	Sto. Nino CS	Leonor G. Sia	09431404015	100	1500
	Tukuran West	Tukuran CS	Imelda Bocaoco	09108371067	0	0
	Dumalinao	Dumalinao CS	Neil D. Sarsalejo	09075117913	640	9600
	Tigbao	Tigbao CS	Roy T. Megio	09488266995	313	4695
	Lakewood	Lakewood CS	Neil Spencer S. Barbon	09606657768	188	2820
QualCi 5	Kumalarang	Kumalarang CS	Joy Jayme	09171078661	350	5250
	Bayog	Bayog CS	Amalia B. Cabilin	09104767461	1383	20745
	San Miguel	San Miguel CS	Randy R. Labado	09382958205	116	1740
	San Pablo	San Pablo CES	Daisy P. Alquiza	09472053957	162	2430
	Lapuyan	AVASMCES	Filamer S. Banghulot	09295268562	531	7965
QualCi 6	Margosatubig	Margos RPS	Adelo S. Canon	09121651662	378	5670
	V. Sagun	V. Sagun CS	Edelisa B. Lambo	09508005789	358	5370
	Pitogo	Pitogo CS	Joseph L. Araneta	09989820684	97	1455
	Tabina	Tabina CS	Alfeluna C. Baja	09109640570	184	2760
	Dinas	Dinas CS	Agregilo P. Racoma Jr.	09465062589	0	0
	Guipos	Guipos CS	Roselyn C. Ones	09305211794	54	810
	Dimataling	San Miguel ES	Julieto E. Alcachupas	09300993403	241	3615
	SDO				0	0
					8711	130665

3.3 Delivery Period: within 15 days from the issuance of Notice to Proceed

4. BONDS AND ASSURANCES

Upon Signing of this contract, the SUPPLIER shall post a performance security in favor of DepEd, Division Zamboanga del Sur in such form and substance acceptable to DepEd, Division Zamboanga del Sur in accordance with the form and schedule of determination in the amount under R.A. 9184 and its IRR. The performance security shall be released by the DepEd Division of Zamboanga del Sur after the issuance of the certificate of acceptance of goods, provided however, that there are no claims against the Supplier.

5. BREACH OF CONTRACT/LIQUIDATED DAMAGES

In case the SUPPLIER fails to satisfactorily deliver the goods under this contract within the specified delivery, inclusive of duty granted time extension, it shall be liable for liquidated damages in the amount equivalent to one-tenth (1/10) of one percent (1%) of the delayed units scheduled for delivery, for every day of delay until the same are finally delivered and accepted by DepEd Division of Zamboanga del Sur.

DepEd Division of Zamboanga del Sur need not prove that it has incurred actual damages to be entitled to 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 latter, whichever is convenient to DepEd Division of Zamboanga del Sur.

In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total price, in which event, DepEd Division of Zamboanga del Sur, as the procuring entity, may rescind the contract and shall impose appropriate sanction over and above the liquidated damages to be paid.

6. FEES AND BILLING SCHEDULE

6.1 In consideration for the sum of **One Million Two Hundred Ninety-Three Thousand Five Hundred Eighty-Three Pesos & 50/100 (Php 1,293,583.50)** or such

MA. JUDELYN J. RAMOS

MELAVIL JOY N. MURALLA


other sums as may be ascertained, Orchard Valley, Inc. agrees to provide the specifications in accordance with his/her/its Bid.

6.2 Payment of said fees shall be made by the Schools Division of Zamboanga del Sur upon completion of delivery. Deped, Division of Zamboanga del Sur reserves the right to withhold payment to the Supplier if it is not satisfied, or the terms are not in accordance with the technical specifications.

6.3 All payments shall be subject to the usual accounting and auditing rules and regulations.

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.


MA. JUDELYN J. RAMOS
Schools Division Superintendent


MELAVIL JOY N. MURALLA
Authorized Representative
Orchard Valley, Inc.

Witness:


RAYMOND M. SALVADOR, PhD., CESO VI
Asst. Schools Division Superintendent


PRELY GUIBAN

FUNDS AVAILABLE:


MEJELYN L. BALUD, CPA
Division Accountant

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ILOILO CITY) SS.

BEFORE ME, a Notary Public for and in ILOILO CITY, Philippines, this NOV 24 day of 2025, personally appeared:

NAME	CTC NO./Govt. Issued ID	ISSUED ON/AT
MA. JUDELYN J. RAMOS	UMID CRN-006-0174-4912-6	GSIS
MELAVIL JOY N. MURALLA	07-2109350-3	SSS

known to me and known to be the same person who executed the foregoing instrument consisting of FIVE (5) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Notary Public
Until 31 December 20____
PTR No._____
Issued at:_____
Issued on:_____
TIN No._____

Doc. No. 96
Page No. 21
Book No. 10
Series of 706


NOTARY PUBLIC
Notary Public, City and Province of Iloilo
Notarial Commission Reg. No. 26
Issued on February 15, 2024, Iloilo City
For Term ending on December 31, 2025
Marianne Moor, CRD Bldg. Cor.
Ledesma Quezon Sta., City Proper, Iloilo City
PTR No. 8818236 / January 06, 2025 / Iloilo City
IBP Lifetime No. 018851 / Iloilo City Chapter
Roll of Attorney No. 65537
MCLE Compliance No. VI-0010239



Republic of the Philippines
Department of Education
Region IX, Zamboanga Peninsula
SCHOOLS DIVISION OF ZAMBOANGA DEL SUR

NOTICE OF AWARD

November 11, 2025

MELAVIL JOY N. MURALLA

Authorized Representative
ORCHARD VALLEY, INC.
Brgy. Tigum, Pavia, Iloilo

Dear Ms. Muralla:

We are happy to notify you that your bid dated **November 3, 2025**, for the project, **Procurement of Powdered Milk for the implementation of the Additional 15 Days SBFP-Milk Feeding Component of schools for 2025-2026** for the contract price equivalent to **One Million Two Hundred Ninety-Three Thousand Five Hundred Eighty-Three Pesos & 50/100 (Php 1,293,583.50)** is hereby accepted.

You are hereby required to provide within TEN DAYS (10) the Performance Security in the forms and the amount stipulated in the Instruction to Bidders. Failure to provide performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the Bid Security.

Thank you.

Very truly yours,


MA. JUDELYN J. RAMOS, EdD, CESO VI
Schools Division Superintendent

CONFORME:

I acknowledge receipt of this Notice on : November 11, 2025
Name of Authorized Representative : MELAVIL JOY N. MURALLA
Signature of Authorized Representative : 