



Republic of the Philippines  
**Department of Education**  
 Administrative Service  
 Events Assistance and Services Unit

**PROJECT REFERENCE NO.: 2024-EASU(008)-PT-CS**

**PROJECT TITLE: Procurement of Meals for the 2022 AND 2023 "LOYALTY CONFERNMENT" PROGRAM**

**CONTRACT NO.:2024-EASU-008-EWD**

**CONTRACT FOR SMALL VALUE PROCUREMENT  
 OF CATERING SERVICE**

06 SEP 2024

**THIS CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Director IV, Bureau of Human Resource and Organizational Development, **ATTY. RESTY C. OSIAS, LLM, CESO IV**, as per **Office Order OO-OSEC-2024 No. 189 dated August 9, 2024** (hereinafter referred to as "**DEPED**"); and **FOCAL MANAGING LOOP INC.**, represented herein by its Operations Manager, **RONALD D. DUGANG** with office address at 573 St. Peter Area 5 Brookside Hills Subd. Cainta Rizal, (hereinafter referred to as the "**FOCAL MANAGING LOOP INC.**").

**DEPED** and **FOCAL MANAGING LOOP INC.** are collectively called **PARTIES**.

**WHEREAS**, **DEPED** requested quotations from prospective lessors for the procurement of catering service for **Procurement of Meals for the 2022 AND 2023 "LOYALTY CONFERNMENT" PROGRAM**, and received quotation from one (1) prospective lessor; **DEPED** evaluated the offer of the prospective lessor and declared **FOCAL MANAGING LOOP INC.** as having the Single Calculated Quotation for the project; after post-qualification, **DEPED** declared the quotation of **FOCAL MANAGING LOOP INC.** as the Single Calculated Quotation in the sum of **PHILIPPINE PESOS: ONE HUNDRED THIRTY ONE THOUSAND, ONE HUNDRED 00/100 (₱131,100.00) only**, (hereinafter called the "Contract Price") detailed as follows:

Date of Activity/ Inclusive Dates	Estimated Number of Pax	No. of Day/s	Location	Amount (in PhP)
September 18, 2024	285	One (1)	Bulwagan ng Karunungan	₱131,100.00

*[Signature]*  
 RONALD D. DUGANG  
 FOCAL MANAGING LOOP INC.'s Witness

*[Signature]*  
 RONALD D. DUGANG  
 FOCAL MANAGING LOOP INC.

*[Signature]*  
 FRANCIS ALLEN B. DELA CRUZ  
 DEPED's Witness

*[Signature]*  
 ATTY. RESTY C. OSIAS, LLM, CESO IV  
 DEPED

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Project Reference.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 shall be deemed to form and be read and construed as part of this Contract, viz:
  - a. Resolution to Award No. **2024-EASU-132(CS)** dated **September 2, 2024**;
  - b. Notice of Award of Contract and **FOCAL MANAGING LOOP INC.**'s conforme thereto;
  - c. **FOCAL MANAGING LOOP INC.**'s offer, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
  - d. Technical Specifications (Annex "A"); and
  - e. Other contract documents required by existing laws and/or **DEPED**. **FOCAL MANAGING LOOP INC.** 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 and Variation Order, shall form part of the Contract.
3. The lease of catering service referred to in this Contract shall commence on **September 18, 2024** and end on **September 18, 2024**, subject to **FOCAL MANAGING LOOP INC.**'s receipt of the Notice to Proceed (NTP).
4. The lease of catering service referred to in this Contract must conform to and comply with the final technical specifications as approved by the Procurement Committee of the Events Assistance and Services Unit based on the actual offer of **FOCAL MANAGING LOOP INC.**, and reflected in the post-qualification report, which is hereto attached as Annex "B" and made an integral part hereof.

Any proposal by **FOCAL MANAGING LOOP INC.** to provide goods, services, and/or equipment of different specifications, in lieu of those approved, shall not be allowed. However, under justifiable circumstances, higher or superior technical specifications may be permitted, subject to the evaluation and favorable recommendation of **DEPED**'s end-user or implementing unit, and the approval of the herein authorized signatory. In any such case, the proposal by **FOCAL MANAGING LOOP INC.** for substitution shall not result in any additional cost or undue burden to **DEPED**.
5. **FOCAL MANAGING LOOP INC.** shall be responsible for the sources of its goods, services, and/or equipment, and shall provide the same in accordance with the schedule and specifications of the award, including incidental and additional services as specified in the Project Reference, if any. Failure on the part of **FOCAL MANAGING LOOP INC.** to comply with this provision shall be a ground for cancellation of the Contract.
6. One-time/full payment of the Contract Price shall be made to **FOCAL MANAGING LOOP INC.** within 60 days, through the Government disbursement procedure and subject to applicable taxes, upon **DEPED**'s receipt of the complete documentary requirements from **FOCAL MANAGING LOOP INC.**. Such payment shall be based on the actual number of registered

  
FOCAL MANAGING LOOP INC.'s Witness

  
RONALD D. DUGANG  
FOCAL MANAGING LOOP INC.

  
FRANCIS ALBEN B. DELA CRUZ  
DEPED's Witness

ATTY. RESTY G. OSIAS, LLM, CESO IV  
DEPED


participants, or the minimum guaranteed number of participants as indicated in the Schedule of Requirements.

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

7. **FOCAL MANAGING LOOP INC.** shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **DEPED**. Once the accumulated amount of the liquidated damages reaches 10% of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.
8. 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 Republic Act No. 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.

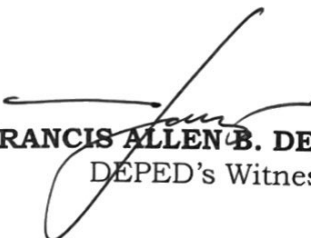
**IN WITNESS WHEREOF**, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

  
**ATTY. RESTY C. OSIAS, LLM, CESO IV**  
*Director IV*  
*Bureau of Human Resource and  
Organizational Development*  
DEPARTMENT OF EDUCATION


  
**RONALD D. DUGANG**  
Operations Manager  
FOCAL MANAGING LOOP INC.

SIGNED IN THE PRESENCE OF:

  
**FRANCIS ALLEN B. DELA CRUZ**  
DEPED's Witness

  
FOCAL MANAGING LOOP INC.'s Witness

CERTIFIED FUNDS AVAILABLE: ₱131,100.-

  
**MA. RHUNNAL CATALAN**  
*Chief Accountant*  
Chief Accountant


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

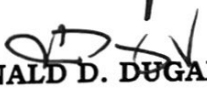
**ACKNOWLEDGEMENT**

**BEFORE ME,** a Notary Public, and for  
Philippines, this \_\_\_\_ day of 06 SEP 2024, 2024 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**  
(Number, Issued On, Issued By)

  
**ATTY. RESTY C. OSIAS, LLM, CESO IV**  
Department of Education


  
**RONALD D. DUGANG**  
Operations Manager  
FOCAL MANAGING LOOP INC.

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

**Doc. No. :** 198  
**Page No. :** 41  
**Book No. :** CXII  
**Series of 2024**

  
**ATTY. RUEL M. AZANES, JR.**  
NOTARY PUBLIC IN QUEZON CITY  
AM Adm. Not. Com. No. (RP) 153 (024)  
IBP O.R. No. 381112 - Jan. 1, 2024 - Q.C. / Roll No. 46407  
PTR No. 5555119 - Jan. 2, 2024 - Q.C. / TIN: 140-354-830,000  
MCLE Compliance No. VII-0016505 valid until 04-10-2025  
Address: Bagong Lipunan ng Crame, Q.C.