

Contract Form

[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT FOR: PROCUREMENT OF PRINTING & DELIVERY OF READING MATERIALS FOR KEY STAGE 1 - KINDERGARTEN TO GRADE III (SDDO-004-2026)

This CONTRACT executed on this day 13 JUL 2026 by and between:
DEPARTMENT OF EDUCATION - DIVISION OF DAVAO DE ORO, a government
agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

MIDTOWN PRINTING CO., INC., a company duly organized and existing under the
laws of Republic of the Philippines, with principal office at Prk.11 Sampaguita MC
Arthur Highway, Brgy. Lubogan, Toril District, Davao City, hereinafter called "the
Supplier".

WHEREAS, the Entity invited Bids for certain goods and services, particularly
**PROCUREMENT OF PRINTING & DELIVERY OF READING MATERIALS FOR KEY
STAGE 1 - KINDERGARTEN TO GRADE III (SDDO-004-2026)**;

WHEREAS, the Supplier submitted a responsive bid and was awarded the
contract for the procurement in the total amount of **Three Million Seven Hundred
Eighteen Thousand One Hundred One Pesos & Ten Centavos (P 3,718,101.10)**,
hereinafter referred to as the "Contract Price."

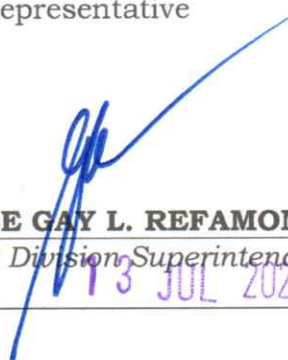
NOW, THEREFORE, for and in consideration of the foregoing premises, the
parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have
the same meanings as those assigned to them in the Conditions of Contract,
which form an integral part of this Contract.
2. The following documents as required by the Implementing Rules and
Regulations of Republic Act No. 12009 shall form part and be read and
construed as integral parts of this Contract, viz.:
 - a. Philippine Bidding Documents (PBD);
 - 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.
 - b. Winning bidder's bid, including the Eligibility Requirements, Technical
and Financial Proposals, and all other documents or statements
submitted;

- 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 PBD, such as but not limited to the Notice to Proceed and Warranty Security.
3. In consideration of the Contract Price of **Three Million Seven Hundred Eighteen Thousand One Hundred One Pesos & Ten Centavos (P 3,718,101.10)**, or such other sums as may be determined in accordance with the terms of the Contract, the Supplier agrees to deliver and perform the items and related services for the **PROCUREMENT OF PRINTING & DELIVERY OF READING MATERIALS FOR KEY STAGE 1 - KINDERGARTEN TO GRADE III (SDDO-004-2026)** described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
4. The **DEPARTMENT OF EDUCATION - DIVISION OF DAVAO DE ORO** agrees to pay the above-mentioned sum to the Supplier in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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

Head of the Procuring Entity or Duly
Authorized Representative


PHOEBE GAY L. REFAMONTE

Schools Division Superintendent

Date: 13 JUL 2026

Duly authorized to sign the
Contract for and behalf of
**MIDTOWN PRINTING CO.,
INC.:**

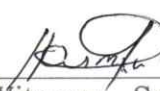

MA. SONIA D. CUEVA

Authorized Representative

Date: 13 July 2026

Signed in the presence of:


Witness - Procuring Entity


Witness - Supplier

Certified Availability of Funds:


LEWI MAT DEXTER M. BELLO, CPA
Accountant III

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the _____, City/Province of _____, this _____ day of _____, 20____, personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY
PHOEBE GAY L. REFAMONTE	National ID: 4395-1286-1469-3482
MA. SONIA D. CUEVA	UMID ID: CRN-0006-0995155-0

Known to me and to me known that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of _____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this _____ day of _____, 20____.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, date issued: ____, place issued: _____

IBP No. __, date issued: ____, place issued: _____

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Republic of the Philippines)

City of Davao)s.s.

X-----X

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Davao this 14th day July, 2026 personally appeared MA. SONIA D. CUEVA with her UMID CRN 0006-0995155-0; known to me be the same person who executed the foregoing instrument and she acknowledged to me that the same is her own free and voluntary act and deed and that of the corporation she represents.

WITNESS MY HAND AND SEAL on the date and place first herein above-mentioned.

Doc. No. 246; Page No. 49;
Book No. XLIX; Series of 2026.



CAESAR S. EUROPA
Notary Public for Davao City
Until December 31, 2026
Not. Commission Serial No. 2025-165-2026
IBP No. 535377 • 12-16-2025 • Pasig City
PTR No. 2176162 • 12-19-2025 • Davao City
IBP Roll No. 40456
MCLE Exemption No. VIII-Acad005662
Valid until 04-14-2028
3/F Lopez Bldg., Candelaria St., Ecoland, D.C.