CONTRACT FOR

Procurement of Repair and Rehabilitation of 22 Classrooms at El Salvador City Central School with PN No. 2026-09-001

Contract No. 2026-10-0001

This CONTRACT executed on the OCT 27 day of 2026 2026 by and between:

Department of Education, Division of El Salvador City, a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

ABRAHAMBM Construction, a company duly organized and existing under the laws of the Republic of the Philippines, with principal office at Amar Residence, Mustafa Compound, Purok Manuang, Tubod, Iligan City, hereinafter called "the Supplier/Contractor/Consultant".

WHEREAS, the Entity invited Bids for certain works, particularly the repair and rehabilitation of 22 classrooms at El Salvador City Central School;

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of *Three Million Eight Hundred Thirty-Five Thousand Three Hundred Twenty-Four Pesos and Twenty Six Centavos only (Php.3,835,324.26),* 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);

   - *For Procurement of Infrastructure Projects*

     i. Drawings/Plans;
     ii. Scope of Work;

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iii. Invitation to Bid;
iv. Instructions to Bidders;
v. Bid Data Sheet;
vi. 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;

vii. Bill of Quantities;
viii. General and Special Conditions of Contract;
ix. Supplemental Bid Bulletins, if any; and
x. 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 Eight Hundred Thirty-Five Thousand Three Hundred Twenty-Four Pesos and Twenty Six Centavos only (Php.3,835,324.26),* or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the *Procurement of Repair and Rehabilitation of 22 Classrooms at El Salvador City Central School* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. The *Department of Education, Division of El Salvador City* agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant 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

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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.

For the Procuring Entity

RANDOLPH B. TORTOLA
Schools Division Superintendent
Head of the Procuring Entity
Date: OCT 27 2026

For the Bidder

AMMAR M. MARADANG
Owner
Date: OCT 27 2026

Signed in the presence of:

Witness – Procuring Entity

Witness- Contractor

Funds Available:

MARICEL B. JANGAO, CPA
Accountant III

Allotment Available:

STEPHANIE P. SALIGUMBA, CPA
Budget Officer III

Republic of the Philippines

Department of Education

REGION X – NORTHERN MINDANAO

SCHOOLS DIVISION OF EL SALVADOR CITY

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REPUBLIC OF THE PHILIPPINES

CITY OF _____Cagayan de Oro City_____) S.S.

ACKNOWLEDGMENT

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BEFORE ME, A Notary Public for and in the Cagayan de Oro City, City/Province of _____, this OCT 27 2026 day of _____, 2026, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written their names and signatures, 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.

AMMAR MARIANO MARADANG DL ID NO. D16-04-013253

WITNESS

WITNESS MY HAND AND SEAL this OCT 27 2026 day of *October 2026].*

NAME OF NOTARY PUBLIC

Notarial Commission No. ATTY. MOHAMMAD HUSSIEN B. LUCMAN
Notary Public - NC 2025-19
Until December 31, 2026
Roll No. 72305
IBP No. 391872; Misamis Oriental
PTR No. 6526861; CDO City
MCLE Compliance No. VIII-BEP003468

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, _____, _____

IBP No. __, _____, _____

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