



## CONTRACT AGREEMENT

THIS AGREEMENT, made this NOV 08 2024 day of NOV 08 2024 between the National Irrigation Administration - Pangasinan Irrigation Management Office, Urdaneta City, Pangasinan, represented herein by its Division Manager A, **JOHN N. MOLANO, MSME** (hereinafter called the "Entity"), and **VYRAGUS CONSTRUCTION, 177 San Vicente East, Urdaneta City, Pangasinan** represented herein by its General Manager, **MUEL VYN P. AGUSTIN** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor executes the **AGNO RIS (REPAIR-NIS CY 2023)** located in **MALASIQUI, PANGASINAN** under Contract No. **R1-PIMO-24-09-100** (hereinafter called the "Works"), and the Entity has accepted the Bid for the said project in the amount of **ONE MILLION NINE HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED FORTY-FOUR AND 84/100 PESOS ONLY (PHP 1,945,644.84)** by the Contractor for the execution and completion of such works and remedying of any defects therein.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 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 part of this Agreement, viz.:
  - Philippine Bidding Documents (PBDs);
    - Drawings/Plans;
    - Specifications;
    - Bill of Quantities;
    - General and Special Conditions of Contract;
    - Supplemental or Bid Bulletins, if any;
  - 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;
- Performance Security;
- Notice of Award of Contract and the Bidder's conforme thereto; and
- 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.

WITNESSES

Eng. Victor Sumang C. Nota  
Notary Public

FRANCIS DAVE T. RAMIREZ

NATIONAL IRRIGATION  
ADMINISTRATION  
(NIA)

JOHN N. MOLANO, MSME  
Division Manager A





Republic of the Philippines  
NATIONAL IRRIGATION ADMINISTRATION  
REGIONAL OFFICE I (ILOCOS REGION)  
PANGASINAN IRRIGATION MANAGEMENT OFFICE


4. In consideration for the sum of **ONE MILLION NINE HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED FORTY-FOUR AND 84/100 PESOS ONLY (PHP 1,945,644.84)** or such other sums as may be ascertained, **VYRAGUS CONSTRUCTION** agrees to execute and complete the project in accordance with its Bid.
5. The National Irrigation Administration – Pangasinan Irrigation Management Office agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

**PROCURING ENTITY:**

  
**JOHN N. MOLANO, MSME**  
Division Manager A

**CONTRACTOR:**

  
**MUELWYN P. AGUSTIN**  
General Manager  
**VYRAGUS CONSTRUCTION**

WITNESSES:

  
**FRANCIS DAVE T. RAMIREZ**

  
**Engr. Victor Simon C. Nota**







SPECIAL CONDITIONS OF THE CONTRACT

GCC CLAUSE						
1.21	The <b>PROCURING ENTITY</b> is the <b>NATIONAL IRRIGATION ADMINISTRATION, Pangasinan IMO, Urdaneta City, Pangasinan</b>					
1.22	The <b>PROCURING ENTITY's REPRESENTATIVE</b> is <b>JOHN N. MOLANO, MSME, Division Manager A.</b>					
1.24	The <b>site</b> is located at <b>Malasiqui, Pangasinan.</b>					
1.27	The <b>start date</b> is upon the receipt of Notice to Proceed					
1.30	The <b>WORKS</b> consist of the following:					
	ITEM NO.	DESCRIPTION	UNIT	QTY.	Unit Price (Php)	Amount (Php)
	I.	CANAL STRUCTURES				
	a.	Concrete Demolition with Disposal (Mechanized)	cu.m.	1.57	1,486.16	2,333.27
	b.	Concrete Structure, 211 kg./sq.cm., Class A	cu.m.	4.16	15,111.79	62,865.05
	c.	Reinforcing Steel Bars, All Sizes				
		c1. Furnishing and Stockpiling	kgs.	274.00	100.94	27,657.56
		c2.. Cutting, Bending and Placing	kgs.	274.00	61.45	16,837.30
	d.	Steelgate (Checkgate), 120cm x 190cm	units	2.00	617,180.23	1,234,360.46
	e.	Grills, Floor Area: 1.50mm x 3.20m, Height: 3.20m	l.s.	1.00	104,812.79	104,812.79
	f.	Grill Door, 70cm x 210cm	unit	1.00	26,381.17	26,381.17
	II.	MECHANIZATION ASSEMBLY FOR STEELGATE	units	2.00	235,198.62	470,397.24
	TOTAL					1,945,644.84
4.1	The <b>Intended Completion Date</b> is <b><u>Sixty (60)</u></b> Calendar Days from the effectivity of the Contract					
7.2	<i>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.</i>					
10	No <b>dayworks</b> are applicable to the contract.					
13	The amount of the <b>advance payment</b> is fifteen percent (15%) of the Contract Price, to be made as per herein schedule: a. First (1st) Installment, <i>7.5% of the Contract Price</i> – upon submission to and acceptance by NIA of an irrevocable Standby Letter of Credit from a commercial bank, a bank guarantee or a surety bond, callable upon demand in accordance with Clause 39.2 and duly signed Construction Safety and Health Program approved by the DOLE.					

VYRAGUS CONSTRUCTION  
(CONTRACTOR)  
By: MUEL VYN P. AGUSTIN  
General Manager

WITNESSES :  
Eng. Victor Simon C. Dela  
FRANCIS DAVE T. RAMIREZ

NATIONAL IRRIGATION  
ADMINISTRATION  
(NIA)  
JOHN N. MOLANO, MSME  
Division Manager A





Republic of the Philippines  
NATIONAL IRRIGATION ADMINISTRATION  
REGIONAL OFFICE I (ILOCOS REGION)  
PANGASINAN IRRIGATION MANAGEMENT OFFICE

VYRAGUS CONSTRUCTION  
(CONTRACTOR)

By: MUEL VYN P. AGUSTIN  
General Manager

	b. Second (2nd) Installment, 7.5% of the Contract Price – after the Contractor has fully mobilized the initial equipment and manpower required for the project as specified in this Bid Documents; and/or c. The advance payment of 15% of the Contract Price maybe claim if the Contractor is able to comply and submit all above-mentioned documentary requirements.
14	Unassembled materials delivered on the site shall not be included for payment.
15.1	The date by which “as built” drawings are required is prior to the submission of the Final Billing Claims.
15.2	The amount to be withheld for failing to produce “as built” drawings by the date required is <u>1% of the total contract amount.</u>

WITNESSES :

Eng. Victor Simen C. Alonzo

FRANCIS DAVE T. RAMIREZ

NATIONAL IRRIGATION  
ADMINISTRATION  
(NIA)

JOHN N. MOLANO, MSME  
Division Manager A







**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
**ROSALES PANGASINAN** ) S. S.

Before me, a Notary Public, for and in **ROSALES PANGASINAN**, Philippines, personally appeared the following:

  
**JOHN N. MOLANO, MSME**  
Division Manager A

Valid Gov't I.D. No. : 0067588  
Issued on : 09/13/1993  
Valid Until : 08/25/2027

  
**MUELYYN P. AGUSTIN**  
General Manager  
**VYRAGUS CONSTRUCTION**

Valid Gov't I.D. No. : A05-08-001454  
Issued on : December 16, 2021  
Valid Until : January 01, 2032

known to me and to me known to be the same persons who executed and signed the foregoing instrument and who acknowledged to me that the same is their true and voluntary acts and deeds, and that of the agency/entity they respectively represent.

This instrument is a Contract Agreement for the **AGNO RIS (REPAIR-NIS CY 2023)** located in **MALASIQUI, PANGASINAN** under Contract No. **R1-PIMO-24-09-100**, consisting of Five (5) pages including this page where the acknowledgement is written. Pages 1, 3, and 4 are signed on the left margin thereof and page 2 is signed on the corresponding spaces provided thereof by the Parties and their instrumental witnesses and sealed with Notarial Seal.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of **NOV 08 2024**  
, at **ROSALES PANGASINAN**.

\_\_\_\_\_  
Notary Public

Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at \_\_\_\_\_  
on **ATTY. R. ESTRELLA**  
**NOTARY PUBLIC IN PANGASINAN**

**UNTIL DECEMBER 31, 2025 (A.M. NO. 02-2024-R)**  
**PTR NO. 1133517 – JAN. 2, 2024, ROSALES PANG.**  
**IBP NO. 1354 – JAN. 3, 2024, DAGUPAN CITY**  
**ROLL NO 26495**  
**GROUND FLR. ROBERT B. ESTRELLA MEMORIAL STADIUM**  
**ROSALES, PANGASINAN**

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