



## CONTRACT AGREEMENT

THIS AGREEMENT, made this MAR 24 2025 day of MAR 24 2025 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 CEGON 88 CONSTRUCTION, INC., Lucao District, Dagupan City, Pangasinan represented herein by its President, YASMIN G. CELESTE (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor executes the ALOS CONCONIG CIS (CARP-IC CY 2025) located in ALAMINOS CITY, PANGASINAN under Contract No. R1-PIMO-25-01-045 (hereinafter called the "Works"), and the Entity has accepted the Bid for the said project in the amount of EIGHTEEN MILLION THREE HUNDRED FIFTY THOUSAND SIX HUNDRED FIFTY-NINE AND 16/100 PESOS ONLY (PHP 18,350,659.16) by the Contractor for the execution and completion of such works and remedying of any defects therein.

### 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 hereinafter referred to.
2. 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.:
3.
  - a. Philippine Bidding Documents (PBDs);
    - i. Drawings/Plans;
    - ii. Specifications;
    - iii. Bill of Quantities;
    - iv. General and Special Conditions of Contract;
    - v. Supplemental or Bid Bulletins, if any;
  - b. 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;

- 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 PBDs. Winning bidder agrees that

CEGON 88 CONSTRUCTION, INC.  
(CONTRACTOR)

By: YASMIN G. CELESTE  
President

WITNESSES :

YASMIN G. CELESTE

FRANCIS DAVE T. RAMIREZ

NATIONAL IRRIGATION  
ADMINISTRATION  
(NIA)

JOHN N. MOLANO, MSME  
Division Manager A





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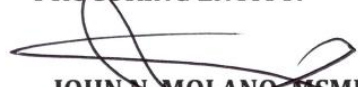


additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.


4. In consideration for the sum of **EIGHTEEN MILLION THREE HUNDRED FIFTY THOUSAND SIX HUNDRED FIFTY-NINE AND 16/100 PESOS ONLY (PHP 18,350,659.16)** or such other sums as may be ascertained, **D' BROTHERS INTERNATIONAL TRADING CORPORATION** 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:**

  
**YASMIN G. CELESTE**  
President  
**CEGON 88 CONSTRUCTION, INC.**

WITNESSES:

  
**FRANCIS DAVE T. RAMIREZ**

  
**HANNY LORE G. CELESTE**





## SPECIAL CONDITIONS OF THE CONTRACT

CEGON 88 CONSTRUCTION, INC.  
(CONTRACTOR)

By: YASMIN G. CELESTE  
President

WITNESSES :

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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>Alaminos City, 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.	PROJECT BILLBOARD/ SIGNBOARD	l.s.	1.00	7,260.00	7,260.00
	II.	TEMPORARY WORKS, MOBILIZATION AND DEMOBILIZATION	l.s.	1.00	270,065.60	270,065.60
	III.	CONSTRUCTION SAFETY AND HEALTH PROGRAM	l.s.	1.00	158,578.01	158,578.01
	IV.	CANAL LINING				
	a.	Concrete Canal Lining, 170 kg./sq.cm., Class B	cu.m.	565.36	9,459.27	5,347,892.89
	b.	Common Excavation (Mechanized)	cu.m.	1,814.26	200.05	362,942.71
	c.	Backfilling with Compaction (Mechanized)	cu.m.	1,518.83	246.25	374,011.89
	d.	Proc./Inst. Of PVC Waterstop, 3/16" x 6" Dumbbell type	l.m.	136.20	1,136.35	154,770.87
	e.	Proc./Inst. Of Silicon Sealant	tube	207.00	330.00	68,310.00
	f.	Reinforcing Steel Bars, All Sizes				
		f1. Furnishing and Stockpiling	kg.	17,895.00	90.50	1,619,497.50
		f2. Cutting, Bending and Placing	kg.	17,895.00	60.32	1,079,426.40
	g.	Gravel Bedding	cu.m.	155.42	2,203.81	342,516.15
	h.	Borrow Haul with Compaction (Mechanized)	cu.m.	155.17	468.89	72,757.66
	i.	Disposal of Excavated Materials	cu.m.	295.42	227.00	67,060.34
	j.	Concrete Demolition (Mechanized)	cu.m.	502.07	853.84	428,687.45
	SUB-TOTAL					10,353,777.47





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(CONTRACTOR)

By: **YASMIN CELESTE**  
President

WITNESSES :

**HANNY LOPEZ CELESTE**

**FRANCIS DAVE T. RAMIREZ**

NATIONAL IRRIGATION  
ADMINISTRATION  
(NIA)

**JOHN N. MOLANO-SME**  
Division Manager A

ITEM NO.	DESCRIPTION	UNIT	QTY.	Unit Price (Php)	Amount (Php)
<b>V.</b>	<b>CANAL STRUCTURES</b>				
a.	Concrete Structure, 170 kg./sq.cm., Class B	cu.m.	0.50	12,173.07	6,086.54
b.	Concrete Structure 211 kg./sq.cm., Class A	cu.m.	46.14	14,140.16	652,426.98
c.	Structure Excavation (Mechanized)	cu.m.	75.64	266.75	20,176.97
d.	Gravel Bedding	cu.m.	8.42	2,203.81	18,556.08
e.	Reinforcing Steel Bars, All Sizes				
	e1. Furnishing and Stockpiling	kg.	2,300.23	90.50	208,170.82
	e2. Cutting, Bending and Placing	kg.	2,300.23	60.32	138,749.87
f.	Structure Backfill with Compaction (Mechanized)	cu.m.	69.26	312.95	21,674.92
g.	Concrete Demolition (Mechanized)	cu.m.	21.15	853.84	18,058.72
h.	Proc./Inst. Of PVC Waterstop, 3/16" x 6" Dumbbell type w/ Center Bulb Waterstop	lm.	155.38	1,136.35	176,566.06
i.	Proc./Inst. Of Reinforced Concrete Pipes. 24"/610mm ø	pc.	14.00	6,266.73	87,734.22
j.	Borrow Haul with Compaction (Mechanized)	cu.m.	4.21	468.89	1,974.03
k.	Disposal of Excavated Materials	cu.m.	10.60	227.00	2,406.20
l.	Proc./Inst. Of Petrolatum Tape, 1.15mm x 50mm	lm.	11.10	110.66	1,228.33
<b>VI.</b>	<b>CANAL TURN OUT FACILITIES</b>				
a.	Concrete Structure, 211 kg./sq.cm., Class A	cu.m.	0.90	14,140.16	12,726.14
b.	Reinforcing Steel Bars, All Sizes				
	b1. Furnishing and Stockpiling	kg.	30.00	90.50	2,715.00
	b2. Cutting, Bending and Placing	kg.	30.00	60.32	1,809.60
c.	Gravel Bedding	cu.m.	0.15	2,203.81	330.57
<b>VII.</b>	<b>MECHANICAL WORKS (PROC./INST. OF STEELGATE)</b>				
a.	Proc./Inst. Of Check Structure	unit	1.00	477,798.75	477,798.75
<b>SUB-TOTAL</b>					<b>1,849,189.79</b>





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(CONTRACTOR)

By: YASMIN QCELESTE  
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WITNESSES :

HANNY LOPEZ & CELESTE

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Division Manager A

ITEM NO.	DESCRIPTION	UNIT	QTY.	Unit Price (Php)	Amount (Php)
b.	Proc./Inst. Of Road Crossing	unit	1.00	209,636.86	209,636.86
c.	Proc./Inst. Of Headgate	unit	1.00	193,507.31	193,507.31
VIII.	EMBANKMENT PROTECTION				
a.	Proc. Of Gabion Box, 1.0m x 1.0m x 3.0m	pc.	392.00	5,016.00	1,966,272.00
b.	Gabion Works	cu.m.	1,176.00	2,459.54	2,892,419.04
c.	Proc./Inst. Of Filter Cloth, TS-60	sq.m.	1,771.00	343.20	607,807.20
d.	Common Excavation (Mechanized)	cu.m.	1,389.90	200.05	278,049.50
SUB-TOTAL					6,147,691.91
TOTAL					18,350,659.16
4.1	The <b>Intended Completion Date</b> is <b>Three Hundred (300)</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. b. Second (2nd) Installment, <i>7.5% of the Contract Price</i> – 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> .				





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## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )

**URDANETA CITY, PANGASINAN**

Before me, a Notary Public, for and in **URDANETA CITY, 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

**YASMIN G. CELESTE**  
President  
**CEGON 88 CONSTRUCTION, INC.**

Valid Gov't I.D. No. : A02-07-003015  
Issued on : 2022/06/17  
Valid Until : 2032/05/16

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 **ALOS CONCONIG CIS (CARP-IC CY 2025)** located in **ALAMINOS CITY, PANGASINAN** under Contract No. **R1-PIMO-25-01-045**, consisting of Six (6) pages including this page where the acknowledgement is written. Pages 1, 3, 4 and 5 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 MAR 24 2025 day of \_\_\_\_\_  
, at \_\_\_\_\_.

**URDANETA CITY, PANGASINAN**

**ATTY. VANESSA J. RAMISCAI**

Notary Public  
NOTARY PUBLIC  
ATTORNEY'S ROLL NO. 87068  
Notarial Commission No. U-16-25

Until PER NO. 1365913 01-02-25 **URDANETA CITY, PANGASINAN**  
PTR No. IBP NO. 489900-12-31-25 **PANGASINAN**  
Issued at MCLE NO. VID-002081-01-17-25  
on Maramba Compound, Alexander St.,  
Urdaneta City, 2428 Pangasinan  
Email: atty.vanessajramiscail@gmail.com  
Telephone No. 095568219653

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