



**Construction of Water Surface Solar Powered Pump and Irrigation Facilities in
Bulacan IMO
San Miguel, San Ildefonso, Pulilan, and Bustos, Bulacan**

NIAR3-2025-BUL-SOLAR-10
(Contract No.)

KNOW ALL MEN BY THESE PRESENTS:

This Contract is executed and entered into this JUN 02 2025 of _____, 2025 at Tambubong, San Rafael, Bulacan, Philippines, by and between:

The **National Irrigation Administration**, hereinafter referred to as the NIA, a government instrumentality created under Republic Act No. 3601, as amended by Presidential Decree No. 552 with principal office at NIA Building, Epifanio Delos Santos Avenue, Diliman, Quezon City, represented herein by its Regional Manager, **JOSEPHINE B. SALAZAR** who is duly authorized to represent it in this Contract:

- and -

TDC II PRO BUILDERS herein referred to as the Contractor, a private entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address at **306 Rose St. Pineda Subdivision, Dau, Mabalat City, Pampanga** represented by its General Manager, **GILBERT N. DEANG** who is duly authorized to represent the said firm in this Contract:

WITNESSETH, THAT

WHEREAS, the NIA in its Invitation to Bid No. **NIAR3-2025-BUL-SOLAR-10** called for tenders for the **Construction of Water Surface Solar Powered Pump and Irrigation Facilities in Bulacan IMO** located in **San Miguel, San Ildefonso, Pulilan, and Bustos, Bulacan**, and in accordance with the Bid Documents;

WHEREAS, on **April 22, 2025**, the Contractor submitted the lowest responsive bid for the above-mentioned works in the total amount **One Hundred Eighty-Two Million Four Hundred Twenty-Three Thousand Five Hundred Twenty-Six and 33/100 Pesos Only (PhP 182,423,526.33)**;

WHEREAS, NIA finds this bid of the CONTRACTOR to be the lowest calculated and responsive bid, the same being **P 182,423,526.33** or **P 1,446,830.72** lower than the Approved Budget for the Contract (ABC) of **P 183,870,357.05**;

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

National Irrigation Administration
By: **JOSEPHINE B. SALAZAR**
Regional Manager

By: **GILBERT N. DEANG**
General Manager
TDC II PRO BUILDERS
(Name of Contractor)

Signed in the Presence of:
ROCHELLE R. CERVANTES
Manager, Admin & Finance Division

JOEL N. ODI, JR.
Acting Chief, Construction Management Section

C - 1 CONTRACT DOCUMENTS

The following pertinent documents attached to this Contract or on file with the NIA are hereby incorporated and expressly made integral parts of this Contract as though fully written out and set forth herein;

1. Invitation to Bid No. **NIAR3-2025-BUL-SOLAR-10**
2. Advertisement or Evidence of Publication
3. Instruction to Bidders
4. General Conditions
5. Special Conditions
6. Local Conditions
7. Technical Specifications
8. Drawings
9. Resolution No. **23 s. 2025** of the Bids and Award Committee
10. Notice of Award of Contract and Contractor's "Conforme"
11. Contractor's Performance Security
12. Eligibility/Legal and Technical Documents
13. Financial Documents

All codes, designations, standards, standard specifications, and similar materials that are referred to in the Conditions and Technical Specifications are being made part of this Contract.

All of the above documents are referred to herein as the Contract Documents and shall remain the property of NIA.

It is expressly agreed and understood that in case of any irreconcilable conflict between this contract and the provision of any of the Contract Documents, the former shall be controlling.

C - 2 ACCEPTANCE OF BID

The NIA has accepted the offer of the CONTRACTOR for the **Construction of Water Surface Solar Powered Pump and Irrigation Facilities in Bulacan IMO, San Miguel, San Ildefonso, Pulilan, and Bustos, Bulacan** in conformity and in accordance with and subject to all of the terms and conditions of the Contract Documents and as provided in the Contract;

It is expressly agreed by both parties that no upward change in the Contract price as of the date of the signing of this Agreement shall be made as a result of among others, any fluctuation in the cost of materials and labor or for any reason whatsoever.

C - 3 AGREEMENT

The Contractor agrees to furnish all equipment, supplies, materials, labor, superintendence, and other incidentals and to perform and complete all of the Contract Work under this Contract and the NIA agrees to pay for such, as described in the Contract Documents.

C - 4 OBLIGATIONS OF CONTRACTOR

The Contractor agrees to perform well and faithfully all of the contract works indicated in the contract documents and as described in Clause C-1 herein before, and to furnish all of the equipment, materials, supplies, labor and superintendence and other facilities requisites for or incidental to the successful completion of the works and the carrying out of all the duties and obligations imposed by the Contract Documents.

Signed in the Presence of:



ROCHELLE R. CERVANTES
Manager, Admin & Finance Division


JOEL N. ODI, JR.
Acting Chief, Construction Management Section

TDC II PROJECT BUILDERS
(Name of Contractor)


GILBERT N. DEANG
General Manager

By:

National Irrigation Administration
By: 
JOSEPHINE B. SALAZAR
Regional Manager

The Contractor agrees to execute and satisfactorily complete all contract works under this Contract, including the remedy of any defects therein, in conformity with the provisions of the Contract and in accordance with his/her/its Bid, within **Two Hundred Seventy (270)** calendar days from receipt of the Notice to Proceed, broken down as follows:.

Signed in the Presence of:

ROCHELLE R. CERVANTES
Manager, Admin & Finance Division

JOEL N. ODI, JR.
Acting Chief, Construction Management Section

TDC II PRO BUILDERS
(Name of Contractor)

GILBERT N. DEANG
General Manager

National Irrigation Administration
By:

JOSEPHINE B. SALAZAR
Regional Manager

Item No.	DESCRIPTION	Qty.	Unit	Unit Cost	Amount
I. CONTRACT WORKS					
A.	TEMPORARY FACILITIES/MOBILIZATION/DEMOLITION	1.00	lot	267,600.00	267,600.00
B.	CONSTRUCTION SAFETY AND HEALTH	1.00	lot	403,704.00	403,704.00
C.	SUPPLY AND DELIVERY AND INSTALLATION OF CENTRIFUGAL PUMP, PIPING & ACCESSORIES				
1	Supply, Delivery, Install and Commissioning of 15 HP Centrifugal Pump, 1500-2900 rpm, 11 kW, 10-15m rated head, minimum of 185 m ³ /hr rated flow including inverter and necessary fixing accessories.	11.00	lot	3,051,605.45	33,567,659.95
2	G.I. Pipe (Discharge), including all fittings, valves necessary, and other fixing accessories	11.00	set	794,102.40	8,735,126.40
D.	SOLAR PANEL				
1	Supply and Delivery				
a.	PV Modules of 600W Solar Panel (see specs)	352.00	pc	37,820.19	13,312,706.88
b.	MC4 Connector	660.00	pair	945.65	624,129.00
c.	DC Cable from PV String (1x4mm ²)	2,068.00	m	266.82	551,783.76
d.	AC Cable (8mm ²)	2,068.00	m	140.82	291,215.76
e.	2" RSC Conduit	2,068.00	m	947.22	1,958,850.96
f.	Grounding	11.00	lot	16,166.95	177,836.45
2	Installation				
a.	Installation of PV Modules, Conduits, Cables and Accessories	11.00	lot	80,383.42	884,217.62
E.	MOUNTING STRUCTURES				
1	Mounting Structure (see specs)				
a.	Supply, Delivery and Fabrication				
b.	Installation	11.00	lot	1,575,756.00	17,333,316.00
2	Structure Excavation (Manual)	11.00	lot	789,975.33	8,689,728.63
3	Disposal of Excess Excavated Material (Overhaul)	28.49	cu.m.	734.15	20,915.93
4	Class "A" Concrete with Formworks	28.49	cu.m.	469.42	13,373.78
5	Gravel Bedding	28.49	cu.m.	15,895.34	452,858.24
6	Reinforcing Steel Bar	2.42	cu.m.	2,909.45	7,040.87
7	Painting Works	2,279.20	kgs	106.19	242,028.25
F.	MONITORING SYSTEM				
1	Monitoring System	161.61	sq.m.	500.87	80,945.60
a.	Supply and Delivery				
b.	Installation	11.00	lot	1,260,000.00	13,860,000.00
G.	CONSTRUCTION OF PUMP HOUSE AND STILLING POOL				
1	Structure Excavation (Manual)	11.00	lot	46,015.20	506,167.20
2	Disposal of Excess Excavated Material (Overhaul)	63.80	cu.m.	734.15	46,838.77
3	Structure Backfill (Haul Borrow) (Mechanized)	63.80	cu.m.	469.42	29,949.00
4	Class "A" Concrete with Formworks	57.31	cu.m.	905.93	51,918.85
5	Reinforcing Steel Bar	153.45	cu.m.	15,895.34	2,439,139.92
6	4" Thk. CHB (Laying & Plastering of both side)	12.27	cu.m.	106.19	1,303,588.44
7	Painting Works	356.40	sq.m.	2,385.25	850,103.10
8	Water Proofing	1,352.45	sq.m.	500.87	677,401.63
9	Gravel Bedding	810.15	sq.m.	1,708.76	1,384,351.91
H.	CONSTRUCTION OF PERIMETER FENCE				
1	Structure Excavation (Manual)	221.76	cu.m.	734.15	162,805.10
2	Disposal of Excess Excavated Material (Overhaul)	221.76	cu.m.	469.42	104,098.58
3	Structure Backfill (Haul Borrow) (Mechanized)	123.20	cu.m.	905.93	111,610.58
4	Class "A" Concrete with Formworks	63.58	cu.m.	15,895.34	1,010,625.72
5	Reinforcing Steel Bar	5,086.40	kgs	106.19	540,124.82
6	4" Thk. CHB (Laying & Plastering of both side)	475.20	sq.m.	2,385.25	1,133,470.80
7	Painting Works	3,253.58	sq.m.	500.87	1,629,620.61
8	Gravel Bedding	227.26	cu.m.	661,201.61	10,963,260.00
9	Installation of Metal Fence	11.00	lot	996,660.00	10,963,260.00
10	Supply and Installation of Solar Lights (200W)	88.00	units	15,636.60	1,376,020.80
I.	CANALIZATION				
1	Canal Excavation (Mechanized)	6,251.40	cu.m.	364.07	2,275,947.20
2	Class "A" Concrete with Formworks	1,773.48	cu.m.	15,895.34	28,190,067.58
3	Reinforcing Steel Bar	96,618.00	kgs	106.19	10,259,865.42
4	Gravel Bedding	532.26	cu.m.	2,909.45	1,548,583.86
5	Disposal of Excess Excavated Material (Overhaul)	6,236.56	cu.m.	469.42	2,927,566.00
6	Structure Backfill (Haul Borrow) (Mechanized)	3,254.37	cu.m.	905.93	2,948,231.41
7	Dewatering (60 days)	1.00	lot	113,400.00	113,400.00
8	Structure Backfill (Side Borrow) (Mechanized)	790.60	cu.m.	249.51	197,262.61
9	Clearing & Grubbing (Manual)	1,512.00	sq.m.	72.75	109,998.00
10	Steel Gates with CP-12 (2.5m x 2.5m)	2.00	assy.	360,997.40	721,994.80
11	Supply, Delivery and Installation of Solar Panels (2HP Conversion)	1.00	ls.	1,345,024.80	1,345,024.80
J.	SLOPE PROTECTION WORKS				
1	Class "A" Concrete without Formworks	42.00	cu.m.	8,729.81	366,652.02
2	Dewatering (60 days)	1.00	lot	113,400.00	113,400.00
3	Structure Backfill (Side Borrow) (Mechanized)	10.80	cu.m.	249.51	2,694.71
4	Structure Backfill (Haul Borrow) (Mechanized)	34.20	cu.m.	905.93	30,882.81
5	Filter Drain	3.09	cu.m.	2,227.91	6,884.24
6	Clearing & Grubbing (Manual)	40.00	sq.m.	72.75	2,910.00
7	Disposal of Excess Excavated Material (Overhaul)	16.20	cu.m.	469.42	7,604.60
8	Reinforcing Steel Bar	3,322.26	kgs.	106.19	352,790.79
9	Supply and Installation of Steel Sheet Pile	300.00	lm.	8,984.85	2,695,455.00
10	Creek Excavation (Mechanized)	10,507.00	cu.m.	129.97	1,365,594.79
11	Class "A" Concrete with Formworks	19.20	cu.m.	15,895.34	305,190.53
TOTAL AMOUNT					182,423,526.33
Php					182,423,526.33

The Contractor also agrees to hire laborers at least fifty (50%) percent of the required manpower in the contract works from the members of the Irrigator's Association wherein the project will be undertaken.

C - 5 OBLIGATIONS OF THE NIA

The NIA agrees, subject to the terms and conditions in the Contract Documents, to pay to the Contractor the total amount of **One Hundred Eighty-Two Million Four Hundred Twenty-Three Thousand Five Hundred Twenty-Six and 33/100 Pesos Only (PhP 182,423,526.33)** at the rates and times and in the manner set forth under the General Conditions of the Contract and in the Contract Documents.

C - 6 MUTUAL OBLIGATIONS

The NIA and the Contractor mutually agree to perform, fulfill, abide by, and submit to any and all of the provisions and requirements and all matters and things contained or expressed in, or reasonably to be inferred from the contract documents.

C - 7 LIQUIDATED DAMAGES

The parties hereby expressly agree that Liquidated Damages, under this Contract, shall be settled in accordance and subject to such terms and conditions as set forth under Rule XXII – Civil Liability Section 68 Liquidated Damages of the 2016 Revised Implementing Rules and Regulations of R.A. 9184.

C - 8 PERFORMANCE BOND

In compliance with the conditions in the contract documents, the contractor hereby posts his Performance Security in the form of Performance Bond in the amount of **Fifty-Four Million Seven Hundred Twenty-Seven Thousand Fifty-Seven and 90/100 Pesos Only (P 54,727,057.90)** which is valid and in effect for the entire duration of the contract, including any extension.

The Performance Security shall be released by the NIA after completion of the works and issuance of the Certificate of Completion, provided liquidated damages and other claims, if any, had been settled and the submission of an acceptable guarantee bond (surety bond) to be issued by the GSIS or any reputable bonding institution acceptable to NIA equivalent to 30% ; or cash deposit, cash bond, irrevocable letter of credit or bank guarantee of 10% of the final contract amount to assure NIA that the Contractor shall made good any defects that may be found in the project within a period of one (1) year from the acceptance thereof, it being understood that nothing in these condition extinguishes that liability of the Contractor for damages, except those occasioned by *force majeure*, within 5 years from the completion of the project, if the same should collapse on account of defects in the construction and the use of materials of inferior quality furnished by it or due to any violation of the terms of the contract, as provided for in the Civil Code.

For this purpose, the document transmitting and/or evidencing the performance bond in the form of cash, manager's check, cashier's check, bank guarantee, letter of credit, surety bond, or a combination thereof, shall contain the following:

"The right to institute action on the penal bond under Act No. 3688 of any individual firm, partnership, corporation, and association supplying the prosecution of the work is hereby acknowledged and confirmed."

National Irrigation Administration
By:

JOSEPHINE B. SALAZAR
Regional Manager

By:

TDC II PRO BUILDERS
(Name of Contractor)

GILBERT N. DEANG
General Manager

Signed in the Presence of:

ROCHELLE R. CERVANTES
Manager, Admin & Finance Division

JOEL N. ODI, JR.
Acting Chief, Construction Management Section

C - 9 NOTICES

All notices called for the terms of this Contract shall become effective only at the time of receipt thereof and only when received by the parties to whom they are addressed at the following addresses:

N I A : **The Regional Manager**
National Irrigation Administration, Region III
Tambubong, San Rafael, Bulacan

CONTRACTOR : **THE GENERAL MANAGER**
 TDC II PRO BUILDERS
306 Rose St. Pineda Subdivision,
Dau, Mabalacat City, Pampanga

Any change in address by either party shall be made known to the other who will acknowledge the change for purposes of this paragraph.

All notices called for by the terms of this Contract shall be in the English language and shall be sent by messenger or registered mail or telegram. However, telegrams shall be confirmed by a letter on the same day.

C - 10 INTEGRATION

The NIA and the CONTRACTOR agree that this Contract including the contract documents, expresses and integrates all of the agreements, understandings, promises, and covenants of the parties and supersedes all prior and contemporaneous negotiations, understandings and agreements, whether written or oral and that no modification or alteration of this Contract shall be valid or binding to either party unless expresses in writing and executed with the same formality as this Contract except as may otherwise be specifically provided in this Contract.

C - 11 JURISDICTION

The parties hereby mutually agree that the venue of the action for any cause or causes of action which may arise from this Contract shall be the proper court of BULACAN.

C - 12 COUNTERPARTS

The Contract is executed in five (5) identical counterparts, four (4) copies for the NIA, and one (1) for the CONTRACTOR.

C - 13 WARRANTY

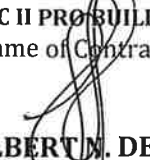
The CONTRACTOR warrants that it has not given or promised to give any money or gift to any official or employee of the NIA and any violation of the warranty shall be sufficient grounds for the NIA to revoke or extra-judicially cancel this contract.

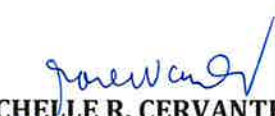
C - 14 DOCUMENTATION

Documentation/Notarial fees and documentary stamps in connection with this contract shall be for the account of the CONTRACTOR.

National Irrigation Administration
By: **JOSEPHINE B. SALAZAR**
Regional Manager

By:

TDC II PRO BUILDERS
(Name of Contractor)

GILBERT N. DEANG
General Manager

Signed in the Presence of:

ROCHELLE R. CERVANTES
Manager, Admin & Finance Division


JOEL N. ODI, JR.
Acting Chief, Construction Management Section

C - 15 APPROVAL

This contract shall be subject to the approval of proper authorities in accordance with pertinent laws, rules and regulations.

IN WITNESS WHEREOF, the parties have hereunto set their hands at the place and date first above written.

NATIONAL IRRIGATION ADMINISTRATION
(NIA)

TDC II PRO BUILDERS
(CONTRACTOR)

BY:

BY:


JOSEPHINE B. SALAZAR
Regional Manager


GILBERT N. DEANG
General Manager

SIGNED IN THE PRESENCE OF:


ROCHELLE R. CERVANTES
Manager, Administrative & Finance Division


JOEL N. ODI, JR.
Acting Chief, Construction Management Section

ACKNOWLEDGEMENT


REPUBLIC OF THE PHILIPPINES
BALIWAG, BULACAN


JOEL N. ODI, JR.
Acting Chief, Construction Management Section

Signed in the Presence of:

ROCHELLE R. CERVANTES
Manager, Admin & Finance Division


GILBERT N. DEANG
General Manager

National Irrigation Administration
By:

JOSEPHINE B. SALAZAR
Regional Manager

Personally appeared before me this July 02 2025, 20__ in the Philippines, **JOSEPHINE B. SALAZAR** of National Irrigation Administration, with Unified Multi-Purpose ID No. **006-0049-5664-6** and **GILBERT N. DEANG** of TDC II **PRO BUILDERS** with Driver's License No. **C10-92-085786** valid until **May 06, 2029**, who executed the foregoing contract and acknowledged to me that the same is their free and voluntary act and deed.

This Contract consists of seven (7) pages including this Notarial acknowledgment, signed by the parties and their witnesses on each on every page thereof. This refers to Contract No. **NIAR3-2025-BUL-SOLAR-10** located at **San Miguel, San Ildefonso, Pulilan, and Bustos, Bulacan.**

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place first above-written.


ATTY. RICHARD A. ROMANO
NOTARY PUBLIC
UNITED STATES NOTARY PUBLIC
NIAR3-2025-BUL-SOLAR-10
Until **May 02, 2025**
PTR No. **43521-12-19-24**
Issued at **COMPL. No. VII-0311492-B-07-24**
On **BALIWAG CITY, BULACAN**
TIN

Doc No. 119
Page No. 31
Book No. VII
Series of 7005