

BIDS AND AWARDS COMMITTEE FOR INFRASTRUCTURE PROJECTS (BAC-I)

**CONSTRUCTION OF RUBBERIZED OUTDOOR TRACK OVAL
AT THE BATAAN TECHNOLOGY PARK IN MORONG, BATAAN**

RESOLUTION NO. 2025-021

**Negotiated Procurement - Adjacent or Contiguous in accordance with
Section 53.4 of the 2016 RIRR of RA No. 9184.**

WHEREAS, the BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), has approved the procurement of **RUBBERIZED OUTDOOR TRACK OVAL AT THE BATAAN TECHNOLOGY PARK IN MORONG, BATAAN** with an Approved Budget for the Contract (ABC) in the sum of **Pesos: Forty-Eight Million Seven Hundred Seventy Thousand Two Hundred Sixty-Two and 71/100 Centavos (Php 48,770,262.71)**, inclusive of all applicable taxes and fees, via Negotiated Procurement under adjacent or contiguous modality, chargeable against the General Appropriations Act (GAA).

WHEREAS, on 17 July 2025, the Engineering and Social Services Division (ESSD) requested the BAC-I to facilitate the procurement of the Project: Construction of Rubberized Outdoor Track Oval at the Bataan Technology Park in Morong, Bataan under Negotiated Procurement (Adjacent or Contiguous) pursuant to Section 53.4 of the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184.

WHEREAS, on 19 August 2025, the revised CY 2025 Annual Procurement Plan for Infrastructure Projects which includes the procurement of **RUBBERIZED OUTDOOR TRACK OVAL AT THE BATAAN TECHNOLOGY PARK IN MORONG, BATAAN** through Negotiated Procurement - Adjacent or Contiguous in accordance with Section 53.4 of the 2016 RIRR of RA No. 9184, was approved.

WHEREAS, Section 53.4 (Adjacent or Contiguous) of the Revised IRR of RA9184 states that Procuring Entity can directly negotiate a contract with a contractor if the subject contract is adjacent or contiguous to an on-going infrastructure project: provided, however, that (a) the original contract is the result of a Competitive Bidding; (b) the subject contract to be negotiated has similar or related scopes of work; (c) it is within the contracting capacity of the contractor; (d) the contractor used the same prices or lower unit prices as in the original contract less mobilization cost; (e) the amount involved does not exceed the contract amount of the ongoing project; and (f) the contractor has no negative slippage/delay in the original contract during the

time of negotiation; and provided further that the negotiations for the procurement are commenced before the expiry of the original contract.

WHEREAS, the following conditions satisfy the above-mentioned requirements:

Requirement	Remarks
The original contract is the result of a competitive bidding.	Joint Venture of ZED Builders Inc. and ZUIWIN Enterprises and Contractor is the winning bidder for the Construction of Access Roads and Utilities at Morong Discovery Park.
The subject contract to be negotiated has similar or related scopes of work.	Part of the original contract of the Joint Venture of ZED Builders Inc. and ZUIWIN Enterprises and Contractor involves site development work which is similar to the scope of work under the recommended contiguous contract.
It is within the contracting capacity of the contractor/consultant.	Based on its documentary submission for the original contract and taking into consideration the sum of the value of the remaining works for the Construction of Access Roads and Utilities, the NFCC as computed is Php 1,147,510,119.22 which is beyond the ABC (Php 48,770,262.71) for the contiguous contract.
The contractor/consultant uses the same prices or lower unit prices as in the original contract less mobilization cost.	The contractor has the same and/or lower unit prices in the original contract less mobilization cost.
The amount of the contiguous or adjacent work involved does not exceed the amount of the ongoing project.	The estimated amount of the contiguous contract is Php 48,770,262.71, which is lower than the cost of the ongoing contract as

	awarded, amounting to Php 334,799,945.46.
The contractor has no negative slippage/delay.	As of 05 September 2025, the contractor has an actual accomplishment of 32.697% as against the scheduled accomplishment of 29.838%. The contractor has no negative slippage and is even advanced in its accomplishment by 2.859%.
The negotiations for the procurement of the contiguous or adjacent work are commenced before the expiry of the original contract.	The original contract will expire on 20 July 2026.

WHEREAS, on 05 September 2025, the BAC-I sent a letter to the Joint Venture (JV) of ZED Builders Inc. and Zuiwin Enterprises requesting them to submit a quotation on or before 09 September 2025.

WHEREAS, on 10 September 2025, the BAC-I received from the JV of ZED Builders Inc. and Zuiwin Enterprises a Quotation (**ANNEX A**) with a total cost of **Pesos: Forty-Seven Million Seven Hundred Ninety Four Thousand Eight Hundred Forty-Seven and 36/100 Centavos (Php 47,794,847.36)**;

WHEREAS, on 11 September 2025, the BAC-I conducted the negotiation with the JV of ZED Builders Inc. and Zuiwin Enterprises, which was likewise attended by the representatives of National Constructors' Association of the Philippines (NACAP), during which the following Negotiation Points were discussed:

NEGOTIATION POINTS / SUBJECT	AGREEMENT / COMMITMENT
1. After successful negotiation, the JV of ZED Builders Inc. and Zuiwin Enterprises shall submit the following prior to the issuance of the Notice of Award (NOA): Valid Mayor's/Business Permit;	AGREE

- Valid Tax Clearance; - Valid Special PCAB License; - Similar Single Largest Completed Contract (SLCC) to the project; - Computation of the Net Financial Contracting Capacity (NFCC).	
2. Prior to contract implementation, the Contractor, including Subcontractors, shall sign and abide by the Non-Disclosure Agreement with BCDA for all the plans, drawings, specifications and other documents related to the project.	AGREE
3. The JV of ZED Builders Inc. and Zuiwin Enterprises agreed to the scope of work, unit costs and the total contract amount in reference to the attached Annex A as the negotiated price of this Adjacent or Contiguous Contract. The JV of ZED Builders Inc. and Zuiwin Enterprises exercises its due diligence in going through the scope of work, unit cost and the detailed design plans to be able to prepare their quotation intelligently.	AGREE
4. The JV of ZED Builders Inc. and Zuiwin Enterprises should ensure that all materials to be used must comply with the approved technical specifications. Pre-testing must be conducted for material approval prior to use, and post-repair testing is required after any rectification works. No succeeding activities shall proceed without validated test results.	AGREE
5. The JV of ZED Builders INC. and Zuiwin Enterprises should undertake the necessary repair works, at its own expense, to restore all rectification works in accordance with technical	AGREE

specifications including the 1-year Defects Liability Period (DLP) and Warranty Period pursuant to Section 62.2 of the Revised IRR of RA9184;	
6. The JV of ZED Builders Inc. and Zuiwin Enterprises must ensure that all works are executed in accordance with the approved technical specifications. A thorough punchlist must be completed before proceeding with subsequent work to ensure quality and compliance.	AGREE
7. The JV of ZED Builders Inc. and Zuiwin Enterprises is not relieved from its obligations and responsibilities to undertake repair works on any defects and/or failure during the Defects Liability Period reckoned from the date of issuance of the Certificate of Completion and Preliminary Acceptance as provided in Section 62.2.2 of the Revised Implementing Rules and Regulations of Republic Act 9184.	AGREE
8. The JV of ZED Builders Inc. and Zuiwin Enterprises is not relieved from its obligations and responsibilities on any defects/failures that may arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications reckoned from the date of issuance of the Certificate of Final Acceptance as provided in Section 62.2.3 of the Revised Implementing Rules and Regulations of Republic Act 9184.	AGREE
9. No variation orders or extensions of time shall be granted due to repair works. The contractor is expected to execute the works in accordance with the approved plans and specifications, and	AGREE

shall take full responsibility for any rework resulting from non-compliance or poor workmanship.	
10. All repair works shall be completed prior to the expiration of the contract time. The contractor shall ensure that such repairs do not cause delays to the overall project schedule and must allocate sufficient resources to complete them within the approved timeline.	AGREE
11. The As-Built Drawings (One Original in Mylar (size A1 and at least 75 microns), three (3) Blueprint Copies (size A1 and 70 microns), and electronic file in USB) shall be submitted to and approved by the BCDA or its duly authorized representative before the issuance of the Certificate of Completion.	AGREE

WHEREAS, on 11 September 2025, the ZED Builders Inc. and Zuiwin Enterprises has complied with the submission of the following documents:

- Mayor's Permit;
- Tax Clearance;
- Special PCAB License;
- Single Largest Completed Contract; and
- Computation of Net Financial Contracting Capacity.

NOW, THEREFORE, foregoing considered and after careful evaluation and thorough deliberation of the bid submitted for the project, we, the Members of the Bids and Awards Committee for (BAC) Infrastructure Projects, **RESOLVE**, as it is hereby **RESOLVED**, to recommend the award of contract to the Joint Venture of ZED Builders Inc. and Zuiwin Enterprises for the construction of **RUBBERIZED OUTDOOR TRACK OVAL AT THE BATAAN TECHNOLOGY PARK IN MORONG, BATAAN** under Negotiated Procurement - Adjacent or Contiguous in accordance with Section 53.4 of the 2016 RIRR of RA No. 9184 in the amount of **Pesos: Forty-Seven Million Seven Hundred Ninety Four Thousand Eight Hundred Forty-Seven and 36/100 Centavos (Php 47,794,847.36)**, inclusive of all applicable taxes and fees.

RESOLVED, at the BCDA Corporate Center Office, this 11th day of September 2025.

**BIDS AND AWARDS COMMITTEE FOR INFRASTRUCTURE PROJECTS
(BAC-I)**

ATTY. ELVIRA V. ESTANISLAO
Chairperson

ATTY. MARIA SOLEDAD C. SAN PABLO
Vice Chairperson

VIRGIL M. ALVAREZ
Member

ENGR. RANDY S. VIACRUSIS
Member

**ATTY. MARIA CELINE ERIKA A.
LABRADOR**
Member

Approved by:

JOSHUA M. BINGCANG
President and CEO