



11 July 2025

ENGR. DANILO R. GIMENO

President and General Manager

D&D Engineering Services Co.

Angeles St. Pulong Buhangin,

Santa Maria, Bulacan

Subject: Notice of Resolution Denying the Request for Withdrawal of Bid for Project Repair/Repaint/Rehab of Perimeter Fence at Iba Airport (A3-POI-01-2025)

Dear Engr. Gimeno:

On 4 July 2025, the Bids and Awards Committee (BAC) Secretariat received your letter, requesting to pull-out or withdraw your bid submission on the first posting of the project **Repair/Repaint/Rehab of Perimeter Fence at Iba (A3-POI-01-2025)**. Please be informed that, after careful deliberation and thorough discussion, the Bids and Awards Committee (BAC) hereby resolved to **DENY** your **REQUEST FOR WITHDRAWAL OF BID SUBMISSION**.

According to **Government Procurement and Policy Board - Technical Support Office (GPPB-TSO) NPM No. 85-2015**, which references an earlier opinion in **NPM 68-2013**, the GPPB-TSO opined that each procurement activity is distinct and separate from each other, even if the subject matter of the procurement activities is one and the same - as in the case of a second bidding after the failure of the first.

Consequently, the procurement activities for the project's first posting have been concluded following the BAC's declaration of a failure of bidding, as formalized in a duly signed BAC Resolution and the subsequent issuance of the corresponding Notice. In recognition of the principle of competitiveness, a bidder in the first failed bidding may participate in the succeeding procurement activities, so long as there is no penalty of suspension imposed on the said bidder.

In this regard, we wish to emphasize that the participation in the bidding for the project, whether a subsequent re-bidding or any other method of procurement,



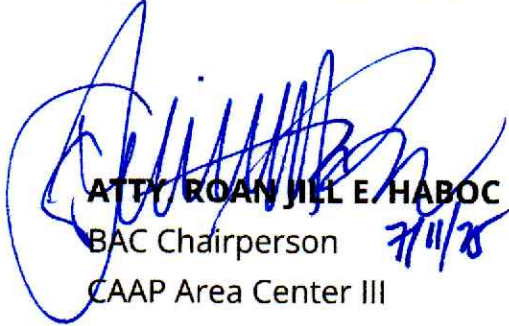


Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

requires the submission of new set of documents as required in the bidding documents and payment of the necessary fees therein, if any.

Premises considered, your request is hereby **DENIED**.

Let the BAC Secretariat furnish the bidder a copy of this Notice.


ATTY. ROAN JIL E. HABOC
BAC Chairperson 7/11/23
CAAP Area Center III



NPM No. 85-2015

13 October 2015

MS. EMILY J. FERNANDEZ
DEVELOPMENT BANK OF THE PHILIPPINES
Sen. Gil J. Puyat Avenue corner Makati Avenue,
Makati City

Re: Withdrawal of Bids; Arithmetical Correction

Dear Ms. Fernandez:

This refers to your electronic mail (e-mail) seeking our opinion relative to erroneous computation of the total cost in the offer of one of your bidders.

As represented, for the second bidding of one of your infrastructure projects, the sole bidder submitted a bid in the amount of Php 7,815,000.00. During Bid Evaluation, you noted an arithmetical error in the bid where the summation of the total cost resulted in the reduction of the bid by Php 356,000.00 from its original bid price. It is in this light that you are raising the following queries:

1. What should the contractor do if it decides to withdraw its bid?
2. What happens to the bid security of the contractor if it withdraws its bid?
3. Can the DBP still invite the contractor in Negotiated Procurement?

Arithmetical Corrections

During Bid Evaluation, the BAC shall immediately conduct a detailed evaluation of all bids using non-discretionary criteria in considering the completeness of the bid and arithmetical corrections.¹ Effecting arithmetical corrections for computational errors and omissions, among others, are considered to enable proper comparison of all eligible bids.² These arithmetical corrections serve as basis for the BAC to arrive at the total calculated bid prices, which will be ranked in ascending order to identify the bidder that submitted the Lowest Calculated Bid (LCB).

For transparency purposes, any arithmetical corrections shall be communicated in writing to the concerned bidder for confirmation. If the bidder fails to accept the arithmetical

¹ Section 32.2.1(b).

² *Ibid.*

corrections per the computation made by the BAC, the bidder will be disqualified and its bid security forfeited.³

Withdrawal of Bids; Sanctions

Section 26 of Republic Act (RA) No. 9184 provides that a bidder may, through a letter, withdraw its bid or express its intention not to participate in the bidding before the deadline for submission, receipt and opening of bids. To reinforce this provision, the revised Implementing Rules and Regulations (IRR) of RA 9184 states that the withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions.


Other than forfeiture of bid security, the bidder who withdraws a bid may also be imposed the administrative penalty of suspension from participating in the public bidding process as well as disqualification from further participating in the public bidding being undertaken by the procuring entity concerned.⁴

Effect of Withdrawal

In case of withdrawal, the bidder shall no longer be allowed to submit another bid for the same contract directly or indirectly.⁵ The term "same contract" refers to the same ongoing procurement activity in which he withdrew his participation; it does not refer to the new procurement activities undertaken as a result of declaration of failure of previous bidding for the same subject matter of procurement.

In a previous opinion⁶, we expressed our view that each procurement activity is distinct and separate from each other, even if the subject matter of the procurement activities are one and the same - as in the case of a second bidding after the failure of the first. More so, if the procurement activities with the same subject matter have already changed, as when there are already different terms, conditions, specifications and cost estimates brought about by the mandatory review conducted by the procuring entity.

To reiterate, under Section 35.3 of the IRR of RA 9184, terms, conditions, specifications and cost estimates may be revised or adjusted based on the result of the mandatory review to be conducted by the BAC after a failure of bidding. Necessarily, the revisions and adjustments establish new contract provisions that are different from that of the original contract to be bid out. Consequently, the rule that the bidder cannot submit another bid for the same contract shall not apply because the new procurement activity is separate and distinct from the one earlier conducted, apart from the fact that it now refers to a different contract scope and coverage.

From the foregoing, a Negotiated Procurement (Two-Failed Biddings) shall be treated distinctly and separately from the two (2) failed biddings earlier conducted. In recognition of the principle of competitiveness, a bidder in the first failed bidding may participate in the succeeding procurement activities whether it is another competitive bidding or other method of procurement, unless such bidder has been imposed the administrative sanction of disqualification which prevents him from further participating in the bidding. 

³ Manual of Procedures for the Procurement of Goods and Services.

⁴ Section 69.1 (d)

⁵ Section 26 of RA 9184.

⁶ NPM No. 68-2013, dated 27 June 2013.

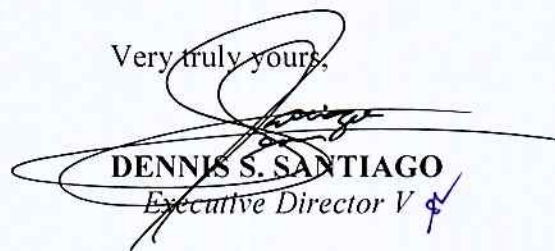
Summary

All told, we wish to clarify the following matters relative to your concerns:

1. A bidder can only withdraw its bid before the deadline for the submission, receipt and opening of bids. Withdrawal of bid after the deadline for the submission and receipt of bids subjects the concerned bidder to imposition of appropriate sanctions, that is, penal, administrative or both;
2. The bid security posted by the bidder may be forfeited if the bidder does not accept the arithmetical corrections performed by the BAC.
3. The procuring entity shall impose on the bidder who withdraws his bid the administrative penalty of suspension from the public bidding process as well as disqualification from further participating in the public bidding being undertaken by the said procuring entity; and
4. If no such penalty of suspension is imposed on the bidder, he may still participate in the succeeding procurement activity for the same subject matter, such as when the PE opted to resort to Negotiated Procurement under the Two-Failed Biddings modality sanctioned under the rules.

We hope that this opinion issued by the GPPB-TSO provided sufficient guidance on the matter. Note that this is being issued on the basis of particular facts and situations presented, and may not be applicable given a different set of facts and circumstances. Should there be other concerns, please do not hesitate to contact us.

Very truly yours,


DENNIS S. SANTIAGO
Executive Director V ✓

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NPM No. 68-2013

28 June 2013

MR. JOSE ANTONIO K. ALESNA

Head, Marketing Department

MERALCO INDUSTRIAL ENGINEERING SERVICE CORPORATION (MIESCOR)

5/F Renaissance Tower 1000, Meralco Avenue

Ortigas Center, Pasig City

Re: Payment of Bidding Documents for the Re-bidding

Dear Mr. Alesna:

We write in response to your letter inquiring on the propriety of requiring an unsuccessful lone bidder in the first bidding to pay for bidding documents in the second bidding, where both bidding documents are substantially similar.

As represented, MIESCOR participated as the lone bidder in the Clark Development Corporation's (CDC) project entitled "Design and Build Services for Clark 230 KV Power Transmission Line Phase 3B" in January 2012. MIESCOR was declared ineligible, resulting in a failure of bidding. Shortly thereafter, CDC conducted a second bidding, and MIESCOR prepared to participate again. MIESCOR sought to be exempted from paying the "bidding fee" claiming that "aside from material dates, there is no substantial difference" in the bidding documents of the first and second biddings, and that it already has in its possession the bidding documents from the first bidding opportunity after previously paying the amount of PhP1,000,000 "filing fee". The CDC, through its Bids and Awards Committee (BAC), denied the request for exemption, and MIESCOR filed a request for reconsideration on 29 March 2012.

We first note that there is no requirement for a "bidding fee" or "filing fee" in our government procurement system. Neither Republic Act (RA) No. 9184 nor its revised Implementing Rules and Regulations (IRR) requires prospective bidders to pay a fee as a condition for bidding or submitting bids for any government procurement activity. What RA 9184 and its IRR allow is for procuring entities to charge a fee for the sale of the bidding documents in order to recover the cost of its preparation and development¹. As such, the fee allowed to be charged pertains to the sale of bidding documents, and not for participating or submitting a bid. Consequently, it is neither precise nor proper to refer to the fee for the sale of bidding documents as a "**bidding**" or "**filing**" fee.

Please note, however, that each procurement activity is distinct and separate from each other, even if the subject matter of the procurement activities are one and the same - as in the case of a second bidding after the failure of the first. Considering that the preparation

¹ Section 17.4, IRR.

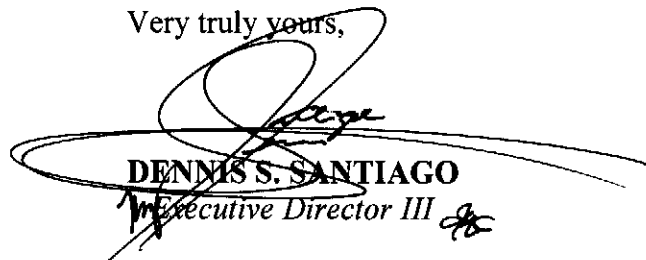
and development of a revised bidding document may entail another set of costs and expenses upon the procuring entity, they may deem it necessary to charge bidders anew. Consequently, the exercise of discretion to require payment for bidding documents in one activity has no bearing on the exercise of the same discretion in another. The procuring entity can, therefore, still charge for the acquisition of bidding documents in the second bidding, especially if the bidding documents may have been modified as a result of the mandatory review and evaluation to determine the reason for the failed bidding.

In this regard, we wish to stress that the decision in charging fees for bidding documents, whether for the first bidding or any subsequent re-bidding, depends upon the procuring entity, taking into account the need to recover the cost of its preparation and development *vis-a-vis* the effects on competition and participation of bidders.

Lastly, please note that the GPPB has issued the Guidelines on the Sale of Bidding Documents through GPPB Resolution No. 04-2012, which took effect on 4 September 2012. Under these Guidelines, standard rates for the sale of bidding documents based on the Approved Budget for the Contract have been established..

We hope our advice provided sufficient guidance on the matter. Note that this opinion is being issued on the basis of facts and particular situations presented, and may not be applicable to a different set of facts and circumstances. Should you have further questions, please do not hesitate to contact us.

Very truly yours,


DENNIS S. SANTIAGO
Executive Director III

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CAAP Area Center III - Clark Civil Aviation Complex, Clark Freeport Zone, Mabalacat,
Pampanga

BAC RESOLUTION NO. PB-2025-049

**RESOLUTION DENYING THE REQUEST FOR WITHDRAWAL OF BID FOR THE PROJECT
REPAIR/REPAINT/REHAB OF PERIMETER FENCE AT IBA AIRPORT (A3-POI-01-2025)**

WHEREAS, on July 04, 2025, the Bids and Awards Committee (BAC) Secretariat received a letter from the bidder D & D ENGINEERING SERVICES, CO. requesting for the withdrawal of its bid submission on the first posting of the project **REPAIR/REPAINT/REHAB OF PERIMETER FENCE AT IBA AIRPORT**;

WHEREAS, on July 08, 2025, the BAC conducted a meeting to review and discuss the reply to the bidder "D & D ENGINEERING SERVICES, CO.";

WHEREAS, according to the **Government Procurement and Policy Board – Technical Support Office (GPPB-TSO) NPM No. 85-2015**, which references an earlier opinion in **NPM 68-2013**, the GPPB-TSO opined that "each procurement activity is distinct and separate from each other, even if the subject matter of the procurement activities is one and the same – as in the case of a second bidding after the failure of the first.";

WHEREAS, on June 04, 2025, the procurement activities for the first posting of the project **REPAIR/REPAINT/REHAB OF PERIMETER FENCE AT IBA AIRPORT** have been concluded following the BAC's declaration of a failure of bidding due to inconsistency between the declared and actual bid totals as per Technical Working Group – Post Qualification;

WHEREAS, on July 08, 2025, after careful deliberation and thorough discussion, the BAC agreed and decided to **DENY** the request for withdrawal of bid submission of the bidder "D & D ENGINEERING SERVICES, CO.";

NOW THEREFORE, the Members of the BAC hereby RESOLVE to:

- a. Deny the request for withdrawal of bid submission of the bidder "D & D ENGINEERING SERVICES, CO." for the first posting of the project **REPAIR/REPAINT/REHAB OF PERIMETER FENCE AT IBA AIRPORT**; and
- b. Issue a Notice Denying the Request to Withdraw/Pull Out Bidding Documents to the said bidder.



RESOLVED, the CAAP Area Center III BAC signed **Resolution No. PB-2025-049** this 10th day of July 2025 at the CAAP Area Center III – Regional Office, Clark Freeport Zone, Mabalacat, Pampanga.

APPROVED / DISAPPROVED:

NERR WINSTON A. NUGUID
BAC Member

RUFINO L. ANDRES
BAC Member

MILAROSA M. GALIT
BAC Member

ROLDAN P. ABEJUELA
BAC Member

ROMANO G. CENTENO
BAC Vice-Chairperson

ATTY. ROAN JILL E. HABOC
Chairperson

JULY 04, 2025

ATTY. ROAN ULL E. HAPROG

BAC CHAIRPERSON

SUBJECT: REPAIR/REPAINT/REHAB OF PERIMETER
FENCE AT BAC AIRPORT (A3-POJ-01-2025)

DEAR ATT. ROAN,

MAY WE REQUEST TO FULL-OUT/WITHDRAW OUR SUBMITTED BID
DOCUMENTS FOR THE ABOVE-MENTIONED SUBJECT. THANK YOU
AND GOD BLESS.

RESPECTFULLY YOURS,

ENGR. DANIEL R. GIMENO

PRESIDENT & GENERAL MANAGER

D & D ENGINEERING SERVICES CO.

RECEIVED BY: J. PERALTA 7/4/25
BAC SEE MEMORANDUM