Republic of the Philippines

PHILIPPINE ECONOMIC ZONE AUTHORITY

MEZ BIDS AND AWARDS COMMITTEE
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BID BULLETIN
08 September 2026

Clarification notice is hereby given to all prospective bidders for the project, ***Operations and Maintenance Management of the Mactan Economic Zone Sewerage Treatment Plant and Water Reclamation Plant (Rebidding)*** with **Project Identification no. PEZA MEZ NO. 2026-007.**

TOR Provision	Clarification Raised BAC Response	Confirmation Requested	MEZ-EHSD RESPONSE
Item 5.13 – In case of failed effluent quality parameters, the Contractor shall submit an incident report and conduct corrective measures subject to PEZA-MEZ approval, with resampling/ re-testing at no cost to PEZA.	During the Pre-Bid Conference, we asked who will shoulder the cost of the corrective measures. The BAC clarified that MEZ will shoulder the cost of major equipment.	We respectfully request further clarification and confirmation regarding the scope and extent of costs to be borne by the Contractor and by PEZA-MEZ. In particular, whether the Contractor's cost responsibility is limited to routine corrective measures within its O&M scope, while major equipment replacement, major repairs, rehabilitation, and other non-routine requirements shall be for the account of PEZA-MEZ. We also respectfully request clarification on the party responsible for the costs of chemicals, consumables, spare parts, laboratory testing, additional manpower, and other related requirements that may be necessary to implement corrective measures.	The Contractor shall be responsible for the prompt submission of an incident report, together with its proposed corrective measures, upon any failure to meet the prescribed effluent quality parameters. PEZA-MEZ shall immediately review and evaluate the incident report and the proposed corrective measures to determine the appropriate course of action. Major equipment replacement, major repairs, chemicals, consumables, spare parts, and other resources needed to address the failure—that are not related to the Contractor's breach, negligence, fault, or failure to fulfill its contractual obligations will be paid for by PEZA-MEZ. However, in accordance with the terms of the TOR, the Contractor shall undertake re-sampling and/or re-testing that are specifically necessary as a result of a failed effluent quality parameter at no additional cost to PEZA-MEZ, regardless of whether such failure is attributable to the Contractor.

Items 6.1 and 6.2 – PEZA reserves the right to increase/decrease the number of personnel and change the deployment schedule as it deems necessary.	No specific response was provided during the Pre-Bid Conference.	We respectfully request clarification regarding the basis, criteria, and parameters that PEZA-MEZ will use in determining the need to increase or decrease the Contractor's personnel complement and/or change the deployment schedule. Kindly also confirm whether additional personnel required beyond the originally specified manpower will result in corresponding additional cost to PEZA-MEZ, and whether reasonable prior notice will be provided to the Contractor for such changes.	The determination of any increase or decrease in the Contractor's personnel complement and/or adjustment to the deployment schedule shall be based on the actual operational requirements, the Contractor's satisfactory performance, and compliance with the objectives, requirements, and service standards set forth in the Terms of Reference. Any additional personnel or services beyond the approved contractual scope, and/or any modification to the approved deployment schedule, shall be subject to additional cost to PEZA-MEZ, provided that such additional requirements are duly justified and undertaken in accordance with the applicable provisions of R.A. No. 12009 (New Government Procurement Act), its Implementing Rules and Regulations, and other applicable procurement laws, rules, and regulations. Conversely, where PEZA-MEZ determines that a reduction in the Contractor's personnel complement and/or deployment schedule is necessary based on actual operational requirements, the corresponding reduction in personnel requirements and associated costs shall be implemented through an appropriate adjustment, subject to the applicable procurement and auditing laws, rules, and regulations. Any such adjustment shall not compromise the Contractor's ability to satisfactorily deliver the required services and meet the objectives and service standards specified in the Terms of Reference.
Items 7.5 and 7.11	No specific response	We respectfully request clarification	The Contractor's responsibilities under Item 7.5 shall cover

– The Contractor accepts full responsibility for the services performed, while the Contractor may submit O&M recommendations, but PEZA-MEZ shall decide whether and/or when to implement them.	was provided during the Pre-Bid Conference.	on the application of Item 7.5 where an operational recommendation has been properly submitted by the Contractor pursuant to Item 7.11, but its implementation is pending approval, deferred, modified, or not approved by PEZA-MEZ, and an untoward event subsequently occurs. In particular, may we confirm whether the Contractor's liability shall apply to matters within its control and contractual authority, and how responsibility will be determined where the resulting consequence is directly attributable to a PEZA-MEZ instruction, intervention, decision, delayed/non-approval, or decision not to implement a properly documented recommendation of the Contractor, provided that the Contractor has promptly notified PEZA-MEZ of the condition and its potential consequences.	all obligations and matters falling within its contractual scope, authority, and control. The submission of an O&M recommendation pursuant to Item 7.11 shall not, by itself, relieve the Contractor of its continuing obligations and responsibilities under the Contract. The Contractor shall not be held responsible for any consequences directly attributable to a decision, instruction, or intervention by PEZA-MEZ, or to PEZA-MEZ's failure to implement a duly documented recommendation, where, after due investigation, such matter is determined to be beyond the Contractor's contractual authority and control. This shall be subject to the condition that the Contractor has duly performed its continuing contractual obligations, promptly notified PEZA-MEZ of the identified risk and its potential consequences, and taken all reasonable measures within its authority to prevent, minimize, or mitigate the resulting risk.

This Bid Bulletin shall form an integral part of the Bidding Documents.

Issued this 08 September 2026, for guidance and information of all concerned.

Very truly yours,

MR. MARK PETER L. SIMBAJON
MEZ BAC Chairperson