



PHILIPPINE NATIONAL OIL COMPANY

PNOC Building VI, Energy Center
Rizal Drive, BGC, Taguig City
Tel. No.: 8789 – 7662

www.philgeps.gov.ph / www.pnoc.com.ph

REQUEST FOR QUOTATION / PROPOSAL

The PHILIPPINE NATIONAL OIL COMPANY (PNOC) through its Bids and Awards Committee (BAC), invites all interested and PhilGEPS-registered suppliers / contractors / consultants to submit quotations / proposals for the following company requirements:

Date : **14 October 2022**
Project Title : **Hauling, Transport, Treatment and Disposal of Generated Hazardous Wastes of PNOC-Industrial Park**
Reference No. : **2022-10-252**
ABC : **PhP 50,000.00**
Submission Deadline: **24 October 2022 / 10:00 AM**
Place of Delivery : **PNOC-Industrial Park, Brgy. Batangas Dos, Mariveles, Bataan**

Accomplished Price Quotation/Proposal and Compliance Forms may be submitted through registered or electronic mail to the PNOC Procurement Management Division at the above address or to gsmendoza@pnoc.com.ph and procurement@pnoc.com.ph no later than the submission deadline together with the following documentary requirements and information:

- Mayor's/Business Permit
- PhilGEPS Registration Number
- Signed Terms of Reference / Technical Specifications Sheet (if applicable)
- Notarized Omnibus Sworn Statement - Annex "A" (Unnotarized copy may be submitted prior to submission deadline, but the notarized one shall be submitted after award or before payment)

The PNOC reserves the right to accept or reject any or all quotations/proposals or parts thereof, to waive formality therein or to accept such or to award any that are considered most advantageous to the company.

Thank you.

EVANGELINE B. ALBAYTAR
Chairperson
Bids and Awards Committee

ONE (1) LOT HAULING, TRANSPORT, TREATMENT AND DISPOSAL OF THE GENERATED HAZARDOUS WASTES OF PNOG INDUSTRIAL PARK, BATAAN

TERMS OF REFERENCE

I. Project Description

Pursuant to Republic Act (RA) No. 6969, otherwise known as the "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", and its Revised Implementing Rules and Regulations (IRR) indicated in the Department of Environment and Natural Resources (DENR) Administrative Order (DAO) No. 2004-36, the waste generator is responsible for the proper management of hazardous wastes from the time they are generated until they are rendered non-hazardous as certified by DENR Environmental Management Bureau (EMB)-registered hazardous waste treater or recycler.

The work under this requirement involves provision of services for the hauling, transport, treatment, and disposal of generated hazardous wastes from the various operations of the PNOG Industrial Park in Brgy. Batangas Dos, Mariveles, Bataan, in coordination with the corresponding Pollution Control Officer (PCO), shall herein referred to as the "Waste Generator", while the winning/ lowest complying bidder, of which must be a DENR-accredited Treatment, Storage, and Disposal (TSD) Facility, shall herein referred to as "Service Provider"

II. Scope of Works

- a. The hazardous wastes for hauling, transport, treatment, and disposal are in the list below:

Waste Classification No.	Class	Chemical Name	Weight, kg
D406	Lead compounds	Used Batteries, including Ebike batteries	412.36
I101	Used industrial oil including sludge	Used or Waste Oil	1383.64
I104	Oil-contaminated Materials	Oil-contaminated Materials	417.92
D407	Mercury and mercury compounds	Busted Lamps and Tubes	4.70 kg
J201	Containers previously containing toxic chemical substances	Empty containers of water-based and solvent-based paints (M507, F602) Empty containers of diesel oil	417.24
F602	Inorganic pigments	Solvent-based paint	94.68
F699	Other mixed	Household paints, rust remover	76.50

- b. The Service Provider's specific scope of works shall be as follows:

- i. Facilitate the filing of the waste generator manifest form with the DENR;
- ii. Secure Permit to Transport (PTT) from DENR-EMB to transport the hazardous wastes from Waste Generator's location to its designated TSD Facility;
- iii. Notify DENR for the scheduled hauling;
- iv. Provide the Waste Generator with the following documents prior to hauling:
 1. Copy of Emergency Contingency Plan/Spill Response Plan;
 2. Original Hazardous Waste Manifest Form;
 3. Copy of DENR-issues TSD Registration Certificate;
 4. Copy of HW Transporter Registration Certificate;
 5. Copy of TSD Facility Environmental Compliance Certificate (ECC);
- v. Haul/ pick up the hazardous wastes, where:
 1. Hauling activities shall be done by personnel provided by the Service Provider;
 2. Loading the hazardous wastes to the transport vehicle and ensuring the limit of the vehicle complies with the requirements prescribed by DENR/ LTO;
- c. Transport the hazardous wastes from Waste Generator's location to its TSD Facility;
- d. Treat the hazardous wastes;
- e. Dispose the treated wastes to a DENR-EMB approved sanitary landfill or disposal facility, whichever is applicable, and
- f. Provide/submit to the Waste Generator the following documents:
 - i. Original Certificate of Treatment;
 - ii. Certificate of Final Disposal, if applicable;
 - iii. Statement of Account/ Billing Invoice, for payment processing;

III. Other Requirements

- a. Duration and Schedule
 - i. Upon issuance of the Notice to Proceed/ Purchase Order, the Service Provider shall apply for the issuance of Permit to Transport within thirty (30) calendar days;
 - ii. The hauling activity shall be completed within thirty (30) calendar days upon issuance of the Permit to Transport. Liquidated damages shall be imposed if job is not completed within the specified period. The amount of the liquidated damages shall be in accordance with the Revised IRR of RA 9184.
 - iii. The Service Provider shall coordinate with the PCO regarding schedule of hauling, and submit to PCO the names of personnel and details of vehicle for necessary documentations, such as entry permit, gate pass, work permit, etc.
 - iv. The Waste Generator shall allow postponement of a scheduled hauling by the service provider during an inclement weather and/or emergency work suspension without additional cost to the Waste Generator;
- b. Payment
 - i. Processing of payment shall be made after each and every hauling completed, provided items indicated in the scope of works has been submitted. Total number of hauling considered for this work is one (1) day only;
 - ii. Cost of wastes not hauled for reasons beyond the control of the service provider, shall be deducted from the total cost. Any extension of work time by the Waste Generator shall be imposed on reasonable grounds.

IV. Other Service Provider's Responsibilities

- a. The Service Provider shall be responsible for securing Waste Generator-issued permits/clearances and in compliance with other PNOC rules and regulations related to the work. The Service Provider's staff shall be required to wear company uniforms and/or ID.
- b. The Service Provider shall observe the required standards of safety and procedures and ensure that its workers are properly insured against all risk. The Service Provider shall observe the Waste Generator's regulations.
- c. The Service Provider and/or its employees shall not, by reason of, or pursuant to this Terms of Reference or otherwise, be deemed or construed, to have an employer-employee relationship with the Waste Generator, and none of the Service Provider's employees shall have any claim or demand whatsoever against the Waste Generator arising out of or in connection with the work. The Service Provider shall, at all times, be directly responsible and liable for the enforcement of, and compliance with existing laws, rules, and regulations pertaining to the employment of the Service Provider's personnel. The Service Provider hereby holds and shall keep the Waste Generator, PNOC, and its officer/employees free and harmless from any and all claims of its employees, whether permanent, or temporary, rendering service to the Waste Generator, for damages and liabilities arising from violation of or non-compliance with applicable laws and regulations, or breach of contractual relations between Service Provider and its employees.
- d. The Service Provider shall at once repair any damages caused by its employees to any Waste Generator property at its own expense and to the satisfaction of the Waste Generator whose decision as to such matters shall be final. In the event of failure of the Service Provider to repair at once such damages, the Waste Generator may repair the same and deduct the entire cost of repairs from the payment
- e. The Service Provider including its employees, representatives and assigns shall not, either during the effectivity of the work or at any time thereafter, disclose to any third-party any information as to the business of the Waste Generator, which has come to the knowledge of the Service Provider as a result of the performance of its obligations, except to the extent of such disclosure, as authorized by the Waste Generator, is necessary for the Service Provider to perform its obligations, or already been made public by the Waste Generator. Non-compliance to the provision shall be dealt with accordingly and corresponding penalty shall be imposed, when warranted.

PRICE QUOTATION / PROPOSAL AND COMPLIANCE FORM

Item No.	Qty.	UM	Technical Specifications	Total Bid Price (₱)
1	1	lot	HAULING, TRANSPORT, TREATMENT AND DISPOSAL OF GENERATED HAZARDOUS WASTES OF PNOC-INDUSTRIAL PARK (ABC: PhP 50,000.00)	
Delivery Schedule:			Within Thirty (30) Calendar Days upon issuance of Permit to Transport (PTT)	
Project location:			PNOC-Industrial Park, Brgy. Batangas Dos, Mariveles, Bataan	

TERMS AND CONDITIONS

1. Payment Terms: Government Terms - full payment upon completion of delivery/implementation, or subject to the conditions specified in the Scope of Works/Activities or Terms of Reference.
2. All entries shall be typed or written in a clear legible manner.
3. Bidder shall offer one (1) bid only. Alternative bids shall be rejected.
4. All prices offered herein are valid, binding and effective for THIRTY (30) calendar days upon issuance of this document.
5. As a general rule, price quotations to be denominated in Philippine Peso shall include all taxes, duties and/or levies payable.
6. In case of tie quotations, tie breaking shall be on draw lots or toss coin.
7. In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed Terms of Reference / Technical Specifications Sheet.
8. During evaluation of quotation/proposal, the project proponent may require additional documents to verify, validate and ascertain the compliance of the supplier/contractor or consultant.

We undertake, if our Proposal is accepted, to supply/deliver the goods/services in accordance with the specifications and/or delivery schedule.

We agree to abide by this quotation/proposal for a period of thirty (30) calendar days, which is the price's validity period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a Contract or a Purchase Order is executed, this Quotation/Proposal shall be binding upon us. We understand that you are not bound to accept the lowest or any Proposal you may receive.

Signature over Printed Name : _____

Designation/Position : _____

Name of Organization : _____

Organization Address : _____

Tel No. / Mobile No. and Email Address : _____