



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 : **01 April 2024**
Project Title : **Hauling, Transport, Treatment and Disposal of Generated Hazardous Wastes of PNOC Industrial Park**
Reference No. : **2024-03-016**
Total ABC : **PhP 137,917.00**
Submission Deadline : **12 April 2024 / 9:00 AM**
Place of Delivery : **PNOC-Main Office, BGC, Taguig City**

Accomplished **Price Quotation/Proposal and Compliance Form** together with below listed documentary requirements and information may be submitted via:

Electronic Mail; Password-protected PDF copy to email address:
or newprocurement@pnoc.com.ph

Physical Submission Sealed envelope to PNOC Procurement Management Division at the above address

Documentary Requirements:

- Mayor's/Business Permit
- PhilGEPS Registration Number
- Notarized Omnibus Sworn Statement - Annex "A" (Unnotarized copy may be submitted prior to submission deadline, but the notarized one shall be submitted after the award or before the 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.

For any clarification, you may contact the Procurement Management Division at (02) 8789-7662 or send email to newprocurement@pnoc.com.ph / rqvergara@pnoc.com.ph.

Thank you.

Signature Redacted*

JENNIFER R. RACHO

Chairperson

Bids and Awards Committee

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PRICE QUOTATION / PROPOSAL AND COMPLIANCE FORM

Hauling, Transport, Treatment and Disposal of Generated Hazardous Wates of PNOC Industrial Park

ITEM NO.	UOM	DESCRIPTION	QTY	TOTAL AMOUNT (P)
1	lot	Hauling, Transport, Treatment and Disposal of Generated Hazardous Wates of PNOC Industrial Park	1	

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 PNOC 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 Class. No.	Class	Chemical Name	Weight, MT
D406	Lead compounds	Used Batteries, including Ebike batteries	0.1417
I101	Used industrial oil including sludge	Used or Waste Oil	0.1569
I104	Oil-contaminated Materials	Oil-contaminated Materials	0.02678

Waste Class. No.	Class	Chemical Name	Weight, MT
D407	Mercury and mercury compounds	Busted Lamps and Tubes	0.0128
J201	Containers previously containing toxic chemical substances	Empty containers of water-based and solvent-based paints (M507, F602) Empty containers of diesel oil	0.7157
G704	Non-halogenated organic solvents	Aqueous Film Forming Foam	0.9184
F602	Inorganic pigments	Solvent-based paint	0.0438

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

- i. Assist in the securing of the Permit to Transport (PTT) from DENR-EMB to transport the hazardous wastes from Waste Generator's location to its designated TSD Facility. The ABC shall cover the Permit Application Fee;
- ii. Notify DENR of the scheduled hauling;
- iii. 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);
- iv. 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 assist PNOC in the application for 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.
- iii. Only the actual weight of hazardous wastes hauled from the Industrial Park will be charged to PNOC. The service provider shall provide an industrial weighing scale, which shall be used during the hauling activity.

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.

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.

We acknowledge that failure to password-protect/seal our proposal/quotation or submitting it late will result in automatic disqualification.

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 : _____
Address : _____
Telephone/Mobile No. : _____
Email Address : _____
TIN : _____
PhilGEPS Registration Number : _____

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project]

of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which

includes:

- a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PROCURING ENTITY notices may be transmitted.

Telephone No/s. : _____
Fax No/s. : _____
E-mail Add/s. : _____

It is understood that notices/s transmitted in the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

11. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2024 at _____, Philippines.

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*,

with his/her photograph and signature appearing thereon, with no. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

INSTRUCTIONS AND PROCEDURES FOR ONLINE SUBMISSION OF QUOTATIONS/PROPOSALS FOR SMALL-VALUE PROCUREMENT

1. Interested bidders must submit proposal/quotation in a single file password-protected portable document (PDF) format via email address newprocurement@pnoc.com.ph **without giving the password yet.**

File format should be:

RFQREFERENCENO_NAME OF THE COMPANY_passwordprotected.pdf
Example: RFQ202401001_XYZCompany_passwordprotected.pdf

Note: RFQ Reference Number is located at the front page of the request for quotation.

Proposal/quotation must be in a single PDF file only and must not exceed 25 MB.

2. Bidders will be immediately notified via email of the receipt of the proposal/quotation.
3. Proposal/quotation not password-protected and/or submitted late based on system timestamp will be automatically disqualified.
4. A bid opening will take place immediately after the deadline through video conferencing. The meeting link will be sent to participating bidders.

5. For proposal/quotation submitted online, the bidder shall provide the password of the file password when requested via the chat box or call/SMS during the bid opening.
6. Upon opening, the BAC shall verify the presence or absence of the specified requirements in the quotation/proposal. All eligible quotations/proposals will undergo further evaluation.
7. The award of contract shall be made to the Lowest Calculated Responsive Quotation or Highest Rated Responsive Bid, which complies with the minimum technical specifications and other terms and conditions. The result will be posted on the website and the official social media sites of PNOC.