

PHI PPINE NATIONAL OIL COMPA

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

21 March 2025

Project Title

Hauling, Transport, Treatment and Disposal of

Generated Hazardous Wastes of PNOC

Industrial Park

Reference No.

2025-03-072

Total ABC

PhP 108,000.00

Submission Deadline Place of Delivery

3 April 2025 / 09:00 AM

PNOC-Industrial Park, Brgy. Batangas Dos, Mariveles, Bataan

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

Electronic Mail; Portable Document Format (PDF) copy to email

or

address: newprocurement@pnoc.com.ph

Physical Submission Sealed envelope PNOC to 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 award or before payment)

Additional Requirements:

DENR Certificate of Registration (Hazardous Wastes Transporter)

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 qsmendoza@pnoc.com.ph.

Thank you.

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Chairperson Bids and A

PRICE QUOTATION / PROPOSAL AND COMPLIANCE FORM

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

LOT	иом	TOTAL TECHNICAL SPECIFICATIONS AMOUNT (P)					
1	LOT	Hauling, Transport, Treatment and Disposal of Generated Hazardous Wastes of PNOC-Industrial Park (Please refer to attached Terms of Reference)					
Total amount of ABC: PhP 108,000.00							
Total amount of Bid (VAT inclusive):							
Deliver	y Schedu	Application of Permit To Transport (PTT) – within thirty (30) calendar days; Hauling Activity – within thirty (30) calendar days upon issuance of PTT; reckoned from the date of receipt of Notice to Proceed (NTP) and/or Purchase Order (PO)					
Deliver	y Place:	PNOC - Industrial Park, Brgy. Batangas Dos, Mariveles, Bataan					
Awardir	ng:	Per lot awarding					
Pricing:		Quoted price should be VAT inclusive					

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

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	0.7971
I101	Used industrial oil including sludge	Used or Waste Oil	0.7837
I10 4	Oil-contaminated Materials	Oil-contaminated Materials	0.0289
D407	Mercury and mercury compounds	Busted Lamps and Tubes	0.006
J201	Containers previously containing toxic chemical substances	Empty containers of water-based and solvent-based paints (M507, F602) Empty containers of diesel oil	0.0045
G704	Non-halogenated organic solvents	Aqueous Film Forming Foam	0.0556
F602	Inorganic pigments	Solvent-based paint	0.003

- b. The Service Provider's specific scope of works shall be as follows:
 - 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;
- Loading the hazardous wastes to the transport vehicle and ensuring the limit of the vehicle complies with the requirements prescribed by DENR/ LTO;
- 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

- 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

- 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.
- lii.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

- 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.
- Liquidated damages shall be imposed pursuant to Section 68 of the Revised IRR of RA 9184.

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 the proposal/quotation submitted 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.

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

1. Interested bidders must submit proposal/quotation in a single portable document (PDF) format via email address newprocurement@pnoc.com.ph

File format should be:

RFQREFERENCENO_NAME OF THE COMPANY_.pdf Example: RFQ202401001_XYZCompany_.pdf

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

Email Format Instructions:

- a. The subject line must indicate the RFO Reference Number
- b. The email body must include the following details:
 - I. Project Title
 - ii. Name of the company and its authorized representative
 - iii. Contact details such as telephone/mobile number and email address

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.
- Proposal/quotation 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 as requested.
- 5. 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.
- 6. 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.