BAGONG PILIPINAS

PHILIPPINE PORTS AUTHORITY

TERMS OF REFERENCE

Project Title: **Comprehensive Septic Tank Maintenance, Desludging, and Sanitation Services**

Location: **PPA PMO NCR South Administrative Building, Gate 1, South Harbor, Port Area, Manila, Head Office-Motorpool (Landbank) and Terminal Management Office (TMO) – Pasig, Muelle del Rio, South Harbor, Port Area, Manila**

1. RATIONALE

To ensure the efficient operation of the port's sewerage system and compliance with Republic Act No. 9275, otherwise known as the *Philippine Clean Water Act of 2004*, and Presidential Decree No. 856, otherwise known as the *Code on Sanitation of the Philippines*, as well as to support proactive measures for environmentally sound office operations as part of the PMO NCR South's Integrated Management System (IMS) the PMO NCR South and its terminal office require the services of a professional sanitation provider.

This project aims to prevent system overflows, mitigate foul odors, and maintain the structural integrity of the facility's waste management infrastructure. It is likewise intended to safeguard the health and welfare of employees, port users, and other stakeholders by minimizing exposure to sanitation-related hazards, including waterborne diseases, persistent foul odors, and the proliferation of vectors such as insects and rodents.

2. SCOPE OF SERVICES

The Service Provider shall undertake a "full system" approach, which includes the following tanks:

Location	Tank	Dimensions (L × W × H)	Capacity (volume)
Baseport	Tank 1	4 m × 2.5 m × 2 m	20 m^3
Landbank Motor Pool	Tank 2	3 m × 5 m × 1.5 m	23 m^3
TMO Pasig	Tank 3	2.5 m × 1.5 m × 1.5 m	5.625 m^3
TMO Pasig	Tank 4	2.5 m × 1.5 m × 1.5 m	5.625 m^3

2.1. Phase I: Desludging and Siphoning

2.1.1. **Mechanical Siphoning:** Utilization of vacuum-sealed tankers to extract liquid and suspended solids.
2.1.2. **Manual Cleaning/Scouring:** Physical removal of compacted Sludge (solidified waste at the bottom) and Hardened Scum (grease/oil "cake" at the top) that cannot be removed by vacuum suction alone.
2.1.3. **Total Extraction:** The tank must be emptied until the floor and walls are visible to allow for a "Zero-waste" baseline.
2.1.4. **Transport and disposal:** Extracted wastewater and sludge shall be properly disposed of at the DENR- accredited facility.

2.2. **Phase II: System De-clogging** (Flow/Pipes)

2.2.1. **Line Clearing**: Application of high-pressure water jetting or mechanical plumbing "snakes" to clear the Inlet Pipes (from the toilets to the tank) and Outlet/Effluent Pipes (from the tank to the main sewer)
2.2.2. **Obstruction Removal:** Identification and removal of non-biodegradable debris (e.g., wipes, plastic, or silt) blocking the flow.
2.2.3. **Transport and disposal:** Non-biodegradable debris shall be properly disposed of at the DENR- accredited facility.

2.3. **Phase III: Sanitation and Disinfection** (IMS-Environmental)

2.3.1. **Chemical Treatment:** Application of industrial-grade deodorizers and chlorine-based solutions to the tank interior and the immediate workspace to neutralize methane and hydrogen sulfide odors.
2.3.2. **Proper housekeeping**: Used PPEs, used chemical containers/bottles, and other peripheral items shall be properly cleared from the work area and disposed.

3. TECHNICAL REQUIREMENTS & PROVIDER QUALIFICATIONS

To ensure high-quality service and legal compliance, the provider must possess:

3.1. **Company Profile with at least three (3) years of experience in the siphoning business.**

3.2. **DENR-EMB Accreditation** or **DENR Transportation Registration Certificate**

3.3. **DOH Environmental Sanitation Clearance**

3.4. **Environmental Compliance Certificate/Certificate of Non-Coverage of the company's facility**

3.5. **Valid Laguna Lake Development Authority (LLDA)/ DENR Discharge Permit**

3.6. **Treatment, Sanitation and Disposal (TSD) Facility Contract:** Evidence of a valid agreement with an accredited TSD facility.

3.7. **Vacuum Truck Capacity:** At least one (1) vacuum tanker with a minimum capacity of 5-10 cubic meters.

3.8. **Personal Protective Equipment (PPE):** All personnel must wear standard-compliant PPE, including Self-Contained Breathing Apparatus (SCBA) if tank entry is required.

4. OPERATIONAL CONSTRAINTS

4.1. **Work Hours:** Work shall be performed from 8:00 AM to 5:00 PM, preferably on weekends (Saturday/Sunday) to minimize disruption to port operations, cargo, and personnel movement.

4.2. **Waste Containment:** The provider is strictly prohibited from discharging any waste into the port's storm drains or open seas. All waste must be contained within the tanker.

4.3. **Work Duration**: All phases shall be completed within thirty (30) calendar days upon the issuance of Notice to Proceed (NTP) in accordance with the approved work schedule.

5. DELIVERABLES & DOCUMENTATION

Payment shall be processed only upon submission of the following:

5.1. **Certificate of Treatment (COT) / Manifest:** Signed by the TSD facility confirming the waste was legally treated.

5.2. **Pre- and Post-Service Documentation:** Clear photograph of the septic tank (Full vs. Empty) and the status of the de-clogged pipes.

5.3. **Service Summary:** A technical report indicating the volume of waste extracted and the general structural condition of the tank (noting any cracks or leaks).

6. TERMS OF PAYMENT

One-time payment (100%) shall be made within fifteen (15) calendar days upon final acceptance of the work and submission of all legal disposal documents.

7. ADDITIONAL CLAUSE: SERVICE PERFORMANCE STANDARDS

To ensure a mutual understanding of the quality of work required, the Service Provider shall adhere to the following performance benchmarks:

7.1. **Visible Bottom Rule:** The cleaning is not considered complete if there is still visible thick mud or solid waste on the floor and walls of the septic tank. Simply 'pumping out the water" is insufficient.

7.2. **End-to-End Flow Guarantee**: The provider is responsible for the entire "path" of the waste. If the tank is emptied but the toilets in the building still do not drain properly, the provider must perform additional de-clogging of the connecting lines at no extra cost until the flow is restored.

7.3. **Zero-Spill Policy:** Any mess, sludge, or foul liquid spilled on the pavement or ground during the siphoning process must be cleaned, disinfected, and deodorized by the provider before leaving the site. The work area must be returned to its original state of cleanliness.

7.4. **Assumption of Risks**: In execution of its works, the winning bidder shall hold the PPA free from any liability and harm due to actions, damages, or accidents it may cause in the course thereof.

7.5. **Complete Paperwork:** The provider must provide the official Certificate of Treatment (COT). If they cannot prove where the waste was legally dumped, the project will not be considered **Accepted.** A Job Done report is not a sufficient basis for payment.

8. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC is **Two Hundred Eighty Thousand Pesos (₱280,000.00**), inclusive of all applicable government taxes, duties, and incidental service charges.

9. LIQUIDATED DAMAGES

In accordance with Section 71.1.4 of RA 12009, the contractor shall be liable for liquidated damages in case of breach of contract, equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay.

In case the total amount of liquidated damages reached ten percent (10%) of the amount of the total contract price, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

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