



## REQUEST FOR QUOTATION (RFQ)

1. The Philippine Ports Authority - Port Management Office of Batangas (PPA-PMOB) through its Bids and Awards Committee (BAC) will undertake procurement for the **Siphoning and Cleaning of Septic Tanks at PMO Administration Building, TMO Bauan, Port of San Juan, Nasugbu and Calatagan of PPA PMO Batangas** in accordance with **Section 53.9, Small Value Procurement**, of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184. The details of the project are the following:

- a. Name of Project : **Siphoning and Cleaning of Septic Tanks at PMO Administration Building, TMO Bauan, Port of San Juan, Nasugbu and Calatagan of PPA PMO Batangas**
- b. Reference No. : **BAC-BGS-023C-2023**
- c. Approved Budget for the Contract (ABC) : **Php 799,229.28**
- d. Source of Fund : **PPA Corporate Funds**
- e. Brief Description : **Siphoning / Desludging and Proper Disposal of Sewage:**

<b>Siphoning / Desludging and Proper Disposal of Sewage</b>	<b>Volume of Sludge (m<sup>3</sup>)</b>
<b>PPA Admin Building</b> Port Access Road, Calicanto, Batangas City	67.994
<b>Port of Bauan</b> Garcia St. Brgy. Aplaya, Bauan, Batangas	19.173
<b>Port of Nasugbu</b> Brgy. Wawa, Nasugbu, Batangas	16.416
<b>Port of San Juan</b> Brgy. Subukin, San Juan, Batangas	8.91
<b>Port of Calatagan</b> Ayala St., Poblacion IV, Calatagan, Batangas	16.416

- f. Delivery Period : **Within THIRTY (30) calendar days upon receipt of a written Notice or Purchase Order (P.O.), whichever is applicable. Administrative penalties pursuant to Sec. 69 of the 2016 Revised IRR of R.A. 9184 shall be imposed for non-delivery without reason.**


2. The duly conformed **Terms of Reference (TOR) (Annex "A")**, duly accomplished **Price Quotation Form (Annex "B")**, and **Omnibus Sworn Statement (Annex "C")** together with the **CERTIFIED TRUE COPY** of the following documents: a) Valid Mayor's / Business permit; and b) Valid PhilGEPS Registration / Registration Number; c) Latest Income and Business Tax Return, shall be submitted in a sealed envelope by mail, courier or hand carried to the PMOB-BAC on or before **9:00 a.m. of 26 October 2023** at the **Legal Unit, 6/F, PPA Administration Building, Port Access Road, Calicanto, Batangas City** addressed to:

**COMPANY:** (Indicate the name of the Company)  
**NAME OF PROJECT:** (Indicate the name of the Project)

**JEFREN P. PANGANIBAN**  
Chairperson, PMOB-BAC  
Philippine Ports Authority  
Port Management Office of Batangas  
PPA Administration Building,  
Port Access Road, Calicanto,  
Batangas City 4200

Failure to comply with the instructions and to submit the required documents shall be ground for disqualification.

3. All quotations shall be inclusive of the applicable Value Added Tax (VAT) and shall be valid for a period of ninety (90) calendar days from the deadline of submission of quotations
4. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the signatory or his/her duly authorized representative/s.
5. Liquidated damages equivalent to one tenth (1/10) of one percent (1%) of the value of Purchase Order not completed within the prescribed completion period shall be imposed per day to day of delay. The PPA may rescind the agreement once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of purchase order, without prejudice to other courses of action and remedies open to it.
6. The project shall be awarded to the winning supplier determined to be the Single or Lowest Calculated and Responsive Quotation.
7. Prospective bidder shall be a duly licensed Filipino citizens/sole proprietorship; partnerships, organizations, cooperatives duly organized under laws of the Philippines or a joint venture with at least sixty percent (60%) interest or outstanding capital stock belongs to Filipino Business partner.
8. A warranty security shall be required from the winning bidder for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring entity of the delivered supplies. The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period. Provided, however, that the supplies delivered are free from patent and latent defects.
9. The contractor/service provider must have a functional OSH policy and program as provided in pertinent rules and regulations.
10. For the information, you may contact **Genesis Arn A Bool**, Head, BAC Secretariat at Telephone No. **(043) 723-7214**.

  
**JEFREN P. PANGANIBAN**  
Chairperson, PMOB-BAC

## **TERMS OF REFERENCE**

### **Siphoning/Desludging of Septic Tanks in Ports under the Jurisdiction of PMO Batangas**

#### **1. RATIONALE**

Water is one of the essential needs of human being that must be protected from all forms of pollution. It primarily supports all living organisms on earth; hence, the infamous line "Water is Life".

It is estimated that 80% of the world's wastewater is dumped, largely untreated, back into the environment polluting rivers, lakes, and oceans. In the Philippines, government monitoring shows that 58% of the groundwater sampled is contaminated with coliform and needs treatment.

To address water pollution problem in the country, laws were enacted that prohibits the discharge of untreated wastewater in water bodies. These include Presidential Decree 984 (Pollution Control Law) and Republic Act 9275 or the Philippine Clean Water Act.

In PMO Batangas, all ports under its jurisdiction are provided with septic tank as the main receiving facility for the daily generated wastewater. However, septic tank is not a complete treatment facility as it only separates solid from liquid wastes whereas a full treatment facility has mechanical components to do the treatment processes.

Meantime that a sewage treatment facility has not been provided yet in the port, services of DOH-accredited siphoning company for the transport, treatment and disposal of septage need to be engaged. Specifically, Section 8, Rule 8.1 of PCWA stated that "All projects/activities involving the collection, transport, treatment and disposal of sewage shall be in accordance with the guidelines on sanitation set by DOH. In case sewage, septage, or sludge is collected, transported, treated and disposed by a third party, the final disposal of the treated sewage, septage or sludge shall comply with the relevant standards issued by DOH."

This Terms of Reference (TOR) shall serve as guide to the parties interested to participate in the procurement of services for **Siphoning / Desludging of Septic Tanks in Ports under the Jurisdiction of PMO Batangas**.

#### **2. OBJECTIVES**

It is the objective of this procurement to assist and promote the thrust of the Department of Environment and Natural Resources (DENR) in the advocacy campaign of ensuing clean water for all Filipinos, including future generations. Specifically, the objectives of this undertaking are as follows:

- 2.1 To increase the primary treatment efficiency of installed septic tanks in the ports through siphoning / desludging operations by a competent DOH-accredited service provider which procurement is in accordance with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.;
- 2.2 To comply the proper disposal requirements of sewage as stated under the Philippine Clean Water Act and its Implementing Rules and Regulations;
- 2.3 To submit Certificate of Desludging and Treatment by an accredited service provider to DENR-EMB in compliance to condition stated in the Discharge Permit.

#### **3. SCOPE OF UNDERTAKING**

- 3.1 **Areas Covered.** The areas covered by the siphoning/desludging services to be provided are the following:

Siphoning Desludging and Proper Disposal of Sewage	Volume of Sludge (m <sup>3</sup> )
<b>PPA Admin Building</b> Port Access Road, Calicanto, Batangas City	67.994
<b>Port of Bauan</b> Garcia St. Brgy. Aplaya, Bauan, Batangas	19.173
<b>Port of Nasugbu</b> Brgy. Wawa, Nasugbu, Batangas	16.416
<b>Port of San Juan</b> Brgy. Subukin, San Juan, Batangas	8.91
<b>Port of Calatagan</b> Ayala St., Poblacion IV, Calatagan, Batangas	16.416

### 3.2 Scope of Work

- 3.2.1 Siphoning of sludge human waste from septic tank;
- 3.2.2 Transport and disposal of sludge/wastewater in DENR-accredited treatment facility;
- 3.2.3 Restoration of affected areas;
- 3.2.4 Cleaning of site.

### 3.3 Completion Period

The project shall be completed within thirty (30) calendar days upon receipt of the winning bidder of the Notice to Proceed.

## 4. TECHNICAL REQUIREMENTS

### 4.1 Manpower Complement (Minimum)

The Contractor shall have the following manpower to support the successful operation of the desludging/siphoning activity:

- 4.1.1 Supervisor
- 4.1.2 Driver-mechanic
- 4.1.3 Laborer/helper (at least 2)

### 4.2 Equipment (Minimum)

The Contractor shall have the following equipment:

#### 4.2.1 One (1) unit Vacuum Truck Maintenance including consumables

The vacuum truck/s shall be required to label such as the business name, address, and truck capacity, working gauges in cubic meters, and other information to be displayed on the truck body.

4.2.2 Hoses must be of high-vacuum black rubber or synthetic material, with a minimum diameter of 3 inches (8 centimeters) fitted with clamp and capable of being drained and capped to minimize leaks and spillage. Discharge valves on the trucks must be drip tight, and a discharge nipple should accommodate a quick-disconnect coupling.

4.2.3 Other tools used in order to perform the job in the field and devices used for breaking up the scum layer such as:

- Long-handled fork, shovel, soil probe for locating the septic tanks, and other necessary tools/devices.

- Spill kits including squeegee and suction wand attachments must be carried to help clean up any spills and leaks
- Lime should also be available to apply to areas where septage has been spilled.

#### 4.3 **Materials (Minimum)**

- 4.3.1 Sludge Disposal Permit as may be required by other government agencies, such as, but not limited to:
- DENR Permit/s
  - Safety Requirements and Permits
  - Local Government Unit Permits
  - Transport Permits
- 4.3.2 Signage
- 4.3.3 PPE
- 4.3.4 Other miscellaneous materials

### 5. **TERMS AND CONDITIONS**

#### 5.1 **Obligations and Responsibilities of the Contractor**

- 5.1.1 Create an emergency response and contingency plan on how to mitigate in case of leaks and spillages, including truck breakdown, which may happen during the collection, transportation, and disposal.
- 5.1.2 Create an environmental and occupational health and safety plan/programs for their personnel for the entire operations of the desludging services.
- 5.1.3 Perform equipment maintenance for the execution of routine, preventive, predictive, scheduled, and unscheduled actions aimed at preventing equipment failure or decline with the goal of increasing efficiency, reliability, and safety.
- 5.1.4 Provide orientation (e.g. septage management-desludging/siphoning activity; occupational, health, & safety; environmental management, customer service, etc.) for their personnel including emergency response, **health and safety** in the field.
- 5.1.5 Report all minor and major accidental spillages which may happen during collection, transportation, and disposal.
- 5.1.6 Properly dispose the collected septage to a Septage Treatment Facility authorized by the DOH and DENR.
- 5.1.7 Issuance of Certificate of Treatment and Final Disposal for each port after completion of services rendered.
- 5.1.8 In regards to additional responsibilities not specified in this TOR, it must be consulted to the following regulations:
- 5.1.8.1 Sanitation Code of the Philippines - SUPPLEMENTAL IRR OF SEWAGE DISPOSAL AND DRAINAGE PROVISIONS (SANITATION CODE) "RULES AND REGULATIONS GOVERNING THE COLLECTION, HANDLING, TRANSPORT, TREATMENT AND DISPOSAL OF DOMESTIC SLUDGE AND SEPTAGE" – A SUPPLEMENT TO THE IMPLEMENTING RULES AND REGULATIONS OF CHAPTER XVII – "SEWAGE COLLECTION AND DISPOSAL, EXCRETA DISPOSAL AND DRAINAGE" OF THE CODE ON SANITATION OF THE PHILIPPINES (P.D. 856) ISSUED ON NOVEMBER 1995

5.1.8.2 Department of Health (DOH) – Operations Manual on the Rules and Regulations Governing Domestic Sludge and Septage

- 5.1.9 The Contractor agrees and binds itself to hold PPA free and blameless from any damage, claims, liabilities or legal actions which may be brought by any third party whomsoever by reason of this Contract.
- 5.1.10 The Contractor shall strictly comply with all existing PPA rules, regulations, policies and guidelines.
- 5.1.11 Prior to the conduct of actual services, the CONTRACTOR shall inform the PPA representative its schedule of service to be undertaken at least three (3) days before the scheduled service.
- 5.1.12 No Employer – Employee relationship between PPA and the personnel assigned to it shall exist. Said personnel are to be considered employees of the Contractor. The PPA shall not in any way be liable or responsible for any physical injury or damages, including death sustained or caused by any of the employees of the CONTRACTOR whether or not occurring during the performance of their duties. The CONTRACTOR agrees and binds itself to indemnify the PPA for whatever injuries or damages caused or occasioned or contributed to by failure, negligence or conduct of the CONTRACTOR arising out of or in connection with or on the occasion of the performance of this Agreement.
- 5.1.13 The CONTRACTOR shall at all times, stand solely liable and responsible for the enforcement of, and compliance with all existing laws, rules and regulation and binds itself to save and hold PPA free and harmless from any and all liabilities, losses, damages, judgements, fines and penalties arising from and by reason of this Terms of Reference (TOR) and its implementation.
- 5.1.14 To guarantee the faithful performance of the winning Contractor of its obligations under the contract, it shall post a Performance Security in any of the following forms:

Form of Security	Minimum Amount % of Total Contract Price
Cash, certified check, cashier's check, manager's check, bank draft or irrevocable letter of credit	Five Percent (5%)
Bank guarantee	Five Percent (5%)
Surety Bond	Thirty Percent (30%)

- 5.1.15 The amount of liquidated damages shall be at least equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract/purchase order, PPA shall rescind the contract/purchase order, without prejudice to other courses of action and remedies open to it.

**5.2 Rights and Authority of Philippine Ports Authority**

- 5.2.1 Grant the Contractor the sole and exclusive contract for the **Siphoning/Desludging of Septic Tanks in Ports under the jurisdiction**

of **PMO Batangas** within its vicinity subject to the scope of undertaking prescribed under this Terms of Reference.

5.2.2 PPA may cancel/rescind or terminate the contract in case of unsatisfactory service provided by the CONTRACTOR.

## 6. PARAMETERS FOR PAYMENT

6.1 For and in consideration of the full, satisfactory and faithful performance by the Contractor of all its undertaking defined and provided for under this Terms and Conditions (TOR) and contract documents the Authority agrees to pay the amount prescribed on the agreement signed inclusive of 12% Value Added Tax, payment to be made monthly computed on daily basis at the unit bid price of work, actually performed, upon submission of the following supporting documents:

6.1.1 Pictures taken before, during, and after the actual service;

6.1.2 Completion report duly signed by the Contractor and conformed by PPA representative; and

6.1.3 Other supporting documents that may be required by PPA

6.2 Any or all payment/s to be made shall be subjected to existing accounting and auditing rules and regulations.

Recommending Approval:

  
**MARGARITA EMELYN B. VILLAMOR**  
End-User

Approved by:

  
**JOSELITO O SIN CRUZ PhD**  
Port Manager

Conforme:

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(Signature over Printed Name of  
Authorized Signatory/Representative)

## Price Quotation Form

Date: \_\_\_\_\_

**JEFREN P. PANGANIBAN**  
 Chairperson, PMOB-BAC  
 Philippine Ports Authority  
 Port Management Office of Batangas  
 PPA Administration Building,  
 Port Access Road, Calicanto,  
 Batangas City 4200

Dear **Mr. Panganiban**,

We hereby submit our quotation for the procurement of the project, entitled: **Siphoning and Cleaning of Septic Tanks at PMO Administration Building, TMO Bauan, Port of San Juan, Nasugbu and Calatagan of PPA PMO Batangas** to wit:

Item No.	Qty.	Unit	Item Description	Total Cost
1	1	lot	Siphoning and Cleaning of Septic Tanks at PMO Administration Building, TMO Bauan, Port of San Juan, Nasugbu and Calatagan of PPA PMO Batangas	

The above quoted prices are inclusive of all costs and applicable taxes.

Very truly yours,

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*Name / Position / Signature of Authorized Representative Over Printed Name*


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*Name of Company*


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*Company Address*


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*Contact Number*


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*Email Address*





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]

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 following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure 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. 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 \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, 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 \_\_\_\_\_, with his/her photograph and signature appearing thereon,  
[insert type of government identification card used]

with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of \_\_\_\_\_.

**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]

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