



Republic of the Philippines

Office of the Solicitor General

134 Amorsolo St., Legaspi Village, Makati City
Tel No. 8988-1674 loc777 / Telefax No. 8813-11-74
Website: www.osg.gov.ph

Invitation for Negotiated Procurement

PROCUREMENT AND DELIVERY OF PORTABLE MEDICAL GRADE AIR PURIFIER UNITS FOR THE OFFICE OF THE SOLICITOR GENERAL

In view of two (2) failed biddings, the **Office of the Solicitor General (OSG)**, through its Bids and Awards Committee (BAC) invites interested bidder/s to participate in the Negotiated Procurement for the **Procurement and Delivery of Portable Medical Grade Air Purifier Units for the Office of the Solicitor General** with an Approved Budget for the Contract (ABC) to payments under the contract for:

Item	Purchase Request No.#	Description	Approved Budget for the Contract (ABC)
1 Lot	OSG PR# 021-11-197	Procurement and Delivery of Portable Medical Grade Air Purifier Units for the Office of the Solicitor General.	₱4,680,000.00

In accordance with Section 53.1 Two Failed Bidding as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA 9184), otherwise known as the "Government Procurement Reform Act".

The negotiation was conducted last **July 11, 2022, 01:30p.m.** at **9th floor, Padilla Hall, OSG Building, 134 Amorsolo St., Legaspi Village, Makati City** and *via Microsoft Teams* video conference.

The Office of the Solicitor General, through its Bids and Awards Committee now invites the suppliers for the submission of eligibility, technical, and financial documents for the Negotiated Procurement (Two Failed Bidding) Procurement and Delivery of Portable Medical Grade Air Purifier Units for the Office of the Solicitor General. Interested bidders may submit the required documents **from August 31, 2022 to September 13, 2022, 1:25p.m.** at 134 Amorsolo Street, Legaspi Village, Makati City, from Monday to Friday (except holidays) at 8:00AM to 04:00PM.

Bid Opening shall be on **1:30 p.m. September 13, 2022 at the 9th Floor, Padilla Hall, OSG Building, 134 Amorsolo St. Legaspi Village, Makati City** and/or via Microsoft Teams. Bids will be opened in the presence of the bidders' representatives who choose to personally attend the activity.

Bidders are required to submit the following requirements:

- Eligibility Requirements: PhilGEPS Platinum Certificate or Registration Number; Business Permit (CY 2022); Income/Business Tax Return; and Omnibus Sworn Statement.
- Technical Requirements: Brochure of the offered product/model; Statement of Compliance in the Terms of Reference; and Documents required or stated in the Terms of Reference
- Financial Requirements: Financial Proposal (including cost per unit).

For more details on this procurement, please refer to the attached **Terms of Reference**.

For **Microsoft Teams** video conference invite, please email to osg_procurement2@gmail.com your name, designation, email address, company name, & the name of the project you are interested to join.

The **OSG** reserves the right to accept or reject any offer, to annul the negotiation process and to reject all offers at any time prior to contract award, without thereby incurring liability to affected bidder/s.

For further information, please refer to:

Christian D. Buat

ADMIN Division – Procurement Section / BAC Sec
Office of the Solicitor General
OSG Building, 134 Amorsolo St., Legaspi Village, Makati City 1229
E-mail Address: osg_procurement2@gmail.com
Tel No. (02) 8988-1674 loc. 777 / (02) 8836-3314 / Telefax No. (02) 8813-1174
Website: <https://osg.gov.ph/page?call=proc-biditems>


SHARON E. MILLAN-DECANO
Assistant Solicitor General
Chairperson, Bids and Awards Committee

TERMS OF REFERENCE

PROCUREMENT AND DELIVERY OF PORTABLE MEDICAL GRADE AIR PURIFIER UNITS FOR THE OFFICE OF THE SOLICITOR GENERAL (OSG), MAKATI CITY

APPROVED BUDGET FOR THE CONTRACT (ABC) ON OFFICE EQUIPMENT (MEDICAL GRADE AIR PURIFIERS)

Four Million Six Hundred Eighty Thousand Pesos (Php4,680,000.00), inclusive of all applicable government taxes and charges.

TECHNICAL SPECIFICATIONS FOR OFFICE EQUIPMENT (MEDICAL GRADE AIR PURIFIERS)

Filter Type	HEPA Filter
HEPA Rating	At least H13
Filter efficiency / Purification rate	At least 99.95%
*Can filter at least 0.3 microns	
Optimal Area Capacity	30- 50 sqm
Voltage/Frequency	220-240V
Color	White, black, or grey
Noise Level (dBA)	Silent type (maximum of 50 dBA)
CADR Rating (Clean Air Delivery Rate)	At least 220 m3/h
Wind speed switch	Low, medium and high speed
Stages of Purification	Multiple stages of purification with HEPA filter
MERV Rating	MERV 16 (Can filter 0.3 microns)
Maintenance	Washable filter or replaceable filter

QUALIFICATIONS OF THE SUPPLIER

Must have been in the business of supplying and delivering air purifier units and providing their repair and preventive maintenance for at least three (3) years.

SUPPLY AND DELIVERY SCHEDULE

Supplier agrees to supply and deliver three hundred twenty (320) air purifier units with a coverage area of at least 30 square meters per unit at the OSG Building and its extension offices within a period of sixty (60) days from receipt of the Notice to Proceed.

SCOPE OF SERVICES**A. DOCUMENTATIONS**

1. Agrees to show proof that the supplier has a physical store/shop with verifiable address where air purifier units and ex-stock supply of replaceable/consumable goods are readily available.
2. Agrees to submit proof that it is legally registered with SEC, DTI or Cooperative Development Authority (CDA), whichever is applicable.
3. Agrees to issue two (2) years of manufacturer's and/or supplier's Certificate of Warranty on technical support, provision on services on parts replacement/repair and preventive maintenance check-up.
4. Agrees to provide Operation and Maintenance Manual, Control Diagrams, Manufacturer's Printed Data including associated diagrams in clear concise English, drawings, technical data for the efficient operation and maintenance of each of the air purifiers.
5. Agrees to provide a Certificate of Authorized Distributorship and service provider for the brand offered.
6. Agrees to provide a Certificate of Warranty that the supplier is a registered business specialized in HEPA air purifiers, and submit company profile.
7. Agrees to provide certification that the air purifiers are at least HEPA Grade 13.
8. Agrees to provide proof of satisfactory completion within the past two (2) years of a single largest similar completed contract (SLSCC) within the National Capital Region (NCR) and other highly urbanized cities equivalent to at least fifty percent (50%) of the ABC. For this purpose, a similar contract means contract for the procurement/supply and delivery of HEPA filter air purifiers.
9. Agrees to present a Client Satisfaction Rating from at least two (2) government agencies or private corporations within the NCR and other highly urbanized cities with whom the

supplier has past or ongoing similar contracts, one of which is equivalent to at least fifty percent (50%) of the ABC.

10. Agrees that the supplied goods remain at its risk and title until its final acceptance by the OSG through its authorized representative.

B. INCIDENTAL AND POST-DELIVERY SERVICES

1. Subject to COVID-19 Health Protocols, and limitations brought about by the Work From Home/Skeletal Work Force work arrangements observed in the OSG, the supplier agrees to conduct familiarization/orientation of the unit it will provide to the authorized representative of each of the Legal and Administrative/Non-Legal Divisions of the OSG on a pre-approved schedule.
2. Agrees to perform or supervise on-site assembly and/or start-up of the supplied goods. (The air purifiers shall be tested on and off functioning for at least 15 minutes upon delivery.)
3. Agrees that prior to acceptance of the supplied goods, the same shall be tested on-site for filter efficiency/purification rate of 99.95% at their own expense.
4. Agrees to provide tools/equipment required for assembly, testing, and/or maintenance of air purifiers.
5. Agrees to respond within 24 hours from the time a problem is reported during the warranty period.
6. Agrees to make available on-call technicians to provide technical support services during the warranty period.
7. Agrees to supply, fix, and provide all support necessary for the operation of the air purifiers during the warranty period.

C. WARRANTIES OF THE SUPPLIER

1. Warrants that the air purifier units to be delivered are brand new and manufactured not earlier than December 2020.
2. Replace any unit found defective/damaged within five (5) days from receipt of written notice from the OSG.
3. In case of malfunction within the warranty period, the supplier shall immediately repair the unit onsite within the next 24 hours from receipt of written notice. If the problem cannot be solved onsite, the repair shall be done within five (5) working days without cost to the OSG. In such a case, the supplier shall provide a service unit to the OSG while the defective/damaged unit is under repair. In the event that the defective/damaged unit is beyond repair, the supplier shall provide a new unit with the same or higher specification to the OSG within five (5) working days.
4. Warrants that all replaceable/consumable parts and accessories are available in the NCR and/or it has sufficient inventories to assure ex-stock supply of replaceable/consumable goods for delivery and replacement within a period of (3) calendar days from receipt of written notice from the OSG.
5. Warrants that it shall conform strictly to the terms and conditions of this Terms of Reference.

6. Warrants that its manpower shall have at least one (1) personnel who must be a holder of a license or possess a certification from TESDA or other accredited institutions warranting technical skills to do the services required to the satisfaction of the OSG.
7. Warrants that its personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
8. Warrants that it shall coordinate with authorized and/or designated OSG personnel in the performance of their job.
9. Warrants a period of two (2) years warranty from date of acceptance that the air purifiers shall have no defects arising from design, materials, or workmanship.
10. Warrants a period of three (3) years from expiration of the immediately preceding warranty that it shall provide technical support, provision on services on parts replacement/repair, and regular preventive maintenance check-up.
11. Warrants that it shall indemnify the OSG against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof.

TERMS OF PAYMENT

A. Schedule of Payment

Supplier agrees to be paid based on a progressive billing scheme as follows:

Within thirty (30) days from completion of the delivery and issuance of the Inspection and Acceptance Report by the OSG, and submission of all other required documents.	95% of the contract price
Upon the lapse of the two-year warranty period as stated in C (9) hereof.	5% of the contract price

HEALTH AND SAFETY PROTOCOLS

1. The supplier shall ensure that its manpower and personnel observe the minimum health and safety protocols enforced and observed by the national government and the OSG in view of the ongoing pandemic during the actual delivery, as well as the checking and fixing of the equipment within the warranty period.
2. The costs of ensuring compliance with the health protocols, including but not limited to testing, personal protective equipment, etc., of the supplier's employees/personnel shall be for the account of the supplier.

APPROVED / DISAPPROVED

JOSE C. GALIDA
SOLICITOR GENERAL

DATE: _____


B. MARC A. CANUTO

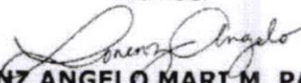
Assistant Solicitor General
Chairperson


NOEL CEZAR T. SEGOVIA

Senior State Solicitor
Member


MARK DARRYL A. CANIBAN

Associate Solicitor
Member

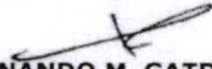

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