

TERMS OF REFERENCE (TOR)

FOR THE SUPPLY AND INSTALLATION OF PNEUMATIC TUBE SYSTEM FOR ROSARIO MACLANG BAUTISTA GEN. HOSPITAL

1.0 RATIONALE AND BACKGROUND

Having a **PNEUMATIC TUBE SYSTEM** will greatly improve the hospital processes. The benefits are the rapid, frequent and secure transporting of the essential items;

1. Faster Processing Time
2. Quicker Lab Result Generation
3. Improved Operational Efficiency
4. Lesser Work for employees
5. Lesser Delays in Logistics
6. Lesser contact to prevent easily transmitted disease such as Covid-19
7. Increased Patient Volumes (w/o system clogging)
8. Competitive Edge
9. More Satisfied Patients
10. More productive employees

2.0 DEFINITION OF TERMS

The following words, expression and abbreviations shall have the meaning hereby assigned to them, except where the context requires otherwise.

1. **PNEUMATIC TUBE SYSTEM (PTS)**– is technical equipment in which cylindrical containers (carriers) are propelled through a complex network of tubes by compressed air or by vacuum. They are used for transporting physical objects.
2. **CLIENT** – refer to the City Government
3. **CITY GOVERNMENT** – refers to the Quezon City Government represented by its City Mayor or his/her representative.
4. **CONTRACTOR** – the individual, firm, partnership, corporation which undertakes the contract of work herein described.
5. **CONTRACT** – means an agreement made between the Quezon City Government and the supplier for the execution of and payment for the work as defined in the Contract documents.

3.0 PROJECT DESCRIPTION

An efficient, durable and reliable Pneumatic Tube System that will include at least 7 different departments of RMBGH, to the following area/department (Female Ward, Male Ward, Emergency Area, Pharmacy, Laboratory and Central Supply Room, OR Complex)

4.0 PROJECT OBJECTIVES

The project objectives are as follows:

1. To provide the Rosario Maclang Bautista General Hospital a heavy-duty and efficient Pneumatic Tube System
2. To help Rosario Maclang Bautista General Hospital reduce delays.
3. To allow Rosario Maclang Bautista General Hospital's different departments to work collaboratively and efficiently.
4. To help Rosario Maclang Bautista General Hospital's different departments in transporting essentials.

5.0 PROJECT SCOPE OF WORK

The scope of work under this project aims to ensure attainment of the Project Objectives. The following are the minimum activities to be undertaken to pursue the aim.

1. Create a Project Management Team (PMT) headed by a Project Manager. The PMT shall monitor and evaluate the implementation milestones of the project. The Medical Center Chief I as the Project Manager shall accept and approved the completion of the project. The composition of the PMT shall be one PM for RMBGH and one PM from the supplier. The two PM will coordinate all activities with regards to the project.
2. Provide management and guidance to the specified features of Pneumatic Tube System in accordance with the hospital needs.
 - a. System Improvement device for the entire hospital
 - b. Transportation of essential goods
 - c. Faster Processing and better turnaround time of laboratory results
 - d. Lesser contact and safer way for hospital employees as well as patients
3. Provide availability of training and proper use of Pneumatic Tube System for the Capacity Development Program for Rosario Maclang Bautista General Hospital.
4. Send and Receive important documents, medical supplies needed in the entire hospital
5. The Rosario Maclang Bautista General Hospital has its specific departments that will be included in the implementation of the system
6. Project Management, Delivery to the site, Installation and Applications Training.
7. Supervise, Supply and Installation, complete all required Infrastructure for the Equipment.
8. The documentation must be written in English of durable construction with concise and high-quality presentation to include but not limited to the following:
 - User Manual
 - Technical/Reference Manual
 - System/Operation Manual
 - Troubleshooting and Installation Guides.
 - Operational Policy

9. All documentations must be provided with 3 copies in hard copy and soft copies accompanied by a compact disc/USB copy on (e.g., Microsoft Word for Windows) format.
10. For this purpose, upon completion or acceptance of the project, or its termination by either party prior to its completion, any and all works, ideas or processes developed or created, materials or documents produced or compiled arising out of or resulting from the Project shall immediately become and remain the sole and exclusive property of the City. Consequently, the City obtains the right, title to or interest in any pre-existing intellectual property or any technology, works or any patent, copyright, trade secret or other proprietary rights pertaining or incidental to the customized Pneumatic Tube System project.

6.0 WARRANTY

1. Three (3) years on comprehensive Labor and all parts warranty. Three (3) years Manufacturer Warranty on Hardware.
2. Three (3) years' service warranty and Preventive Maintenance every 3 months. The (3) years warranty on software that include bug fixing and minor upgrades release by manufacturer/developer.
3. 24/7 On-Line emergency support via phone call or email.
4. Supplier must provide 24 hours response time in case system breakdown or failure.
5. Certificate of Training by Software Service Engineer issued by PTS Manufacturer/Developer.
6. Users training to be conducted by three (3) Certified PTS application specialist. One (1) week training, 2-3 hours classroom type. Minimum of 20 staffs or as needed by the end-user. With 1-month Technical Specialist that will supervise the use PTS.
7. Remote diagnosis must be provided at no additional cost within the warranty period.
8. Turn on key (machine is ready to operate)

7.0 AREA OF COVERAGE / SERVICE AREA

1. Rosario Maclang Bautista General Hospital

- a. Entire Hospital with the specified departments identified by Rosario Maclang Bautista General Hospital.

8.0 PROJECT STANDARD AND REQUIREMENTS

In addition to the requirement provided under R.A 9184 and its Implementing Rules and Regulations, the Bidder shall also comply with the following requirement;

1. PTS Manufacturer must have multiple installations of the offered PTS brand in at least 5 Government Hospital and 5 Private Hospitals in the Philippines
2. PTS Installation and PTS Application Training must be done by direct- hired by the manufacturer.
3. PTS installer must include at least 4 colors of containers for segregation and labelling purposes

9.0 PROJECT DURATION

The Project will be implemented within 60 days from the date of receipt of Notice to Proceed.

Subject to satisfactory performance as validated and certified by RMBGH, under the same terms and conditions as in this Term of Reference, the Bidding documents and other contract documents.

10.0 BUDGET AND BASIS OF PAYMENT

The City Government has set the Approved Budget Contract (ABC) of **Sixteen Million Nine Hundred Thousand Pesos Only (Php 16,900,000.00)**. The cost of project implementation, development and training for the Rosario Maclang Bautista General Hospital.

In consideration for the delivery of the Pneumatic Tube System (PTS) as provided herein, the City shall pay the Winning Bidder the contract price upon delivery of all items to Rosario Maclang Bautista General Hospital, pursuant to the technical specifications indicated above.

- Terms: 100% of the contract price upon completion of delivery, training, testing and acceptance of all the items indicated.

11.0 INDEMNIFICATION

The PTS provider agrees to defend, indemnify and hold harmless from and against any claim, suit, demand or action alleging that the Products or any component thereof infringes a copyright, trade secret, or any other proprietary right of any third party recognized under Philippine laws, and the PTS provider shall indemnify the City Government, its officers, employees and agents, or representatives against all cost, expenses (including reasonable attorney's fees) and damages arising from any such

claim, suit, demand, or action; provided, however, that:

- the City shall have given the PTS provider, prompt written notice of such claim, suit, demand or action
- the City government shall cooperate with the PTS provider in the defense and settlement thereof; and
- the PTS provider shall have control of all the defense of such claim, suit, demand or action and the settlement or compromise thereof.

If a temporary or a final injunction is obtained against the City use of the products or any portion thereof by reason of an infringement of the Philippine copyright, trade secret or other propriety right, the PTS provider shall and its option and expense, either:

- procure for the City the right to continue using Products or
- replace or modify the Product or such infringing portion thereof so that it no longer is infringing, so long as the utility or performance of the Product is not adversely affected by such replacement or modification.

The PTS provider shall have no liability to the City Government for any infringement action or claim that is based upon or arises out of the use of the Products or any component thereof in combination with any other system,

equipment, or software in the event that, but for such use, the claim of the infringement would not lie.

12.0 ASSIGNMENT / PROHIBITION AGAINST SUB- CONTRACTING

This contract or any portion thereof shall not be assigned transferred or ceded to any other or parties without written consent of the client. The contractor is further prohibited from sub- contracting any obligation in this contract to any other party.

13.0 PENALTIES FOR BREACH OF CONTRACT

Failure to deliver the service according to the standards and requirements set by the City shall constitute an offense and shall subject to Contractor to penalties and/or liquidated damages pursuant to RA 9184 and its revised Implementing Rules and Regulations.

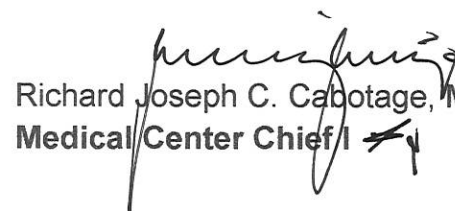
14.0 CANCELLATION OR TERMINATION OF CONTRACT

The guidelines contained in RA 9184 and its revised IRR shall be followed in the termination of any service contract. In the event the City terminated the Contractor due to default insolvency, or for cause, it may enter into negotiated procurement pursuant to section 53 (d) of RA 9184 and its IRR.

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