

## TERMS OF REFERENCE

### FOR THE COMPREHENSIVE PREVENTIVE MAINTENANCE OF VARIOUS EQUIPMENT IN ROSARIO MACLANG BAUTISTA GENERAL HOSPITAL

1. Undertake Preventive Maintenance according to listed equipment as provided by **ROSARIO MACLANG BAUTISTA GENERAL HOSPITAL**.

Preventive Maintenance includes, among others, a general functional check-up of all the parts of the equipment, especially the vitals ones; including calibration, cleaning and notice/recommendation to replace parts and preparation/submission of technical service reports.

2. Provide **ROSARIO MACLANG BAUTISTA GENERAL HOSPITAL** the list of tools and instruments that will be used for calibrating the equipment; and, a certification that the equipment is maintained and calibrated in accordance with International Safety Standards.

3. The bidder must Accredited and Authorized Calibration Laboratory for Biomedical Testing Equipment in the Philippines with an established Office within Metro Manila that assures immediate Service for ON CALL Requested Service.

4. Submit the appropriate certificates of preventive maintenance, operations and/ or safety duly signed by a PRC License Engineer for their calibration of the unit to **ROSARIO MACLANG BAUTISTA GENERAL HOSPITAL**, upon rendition of every service.

5. Terms of Delivery: Upon issuance of Notice to Proceed until December 31, 2024

After service is rendered, the SERVICE PROVIDER shall charge **ROSARIO MACLANG BAUTISTA GENERAL HOSPITAL** the service price consistent with the approved and agreed pricing by **ROSARIO MACLANG BAUTISTA GENERAL HOSPITAL** one (1) month/30 days after complete submission of documents as stated in this Terms of Reference.

6. Manpower:

- Service team is managed by a full-time employee and a duly licensed engineer, preferably an electronics engineer with a valid PRC ID in compliance with RA9292.
- Calibration certificate should sign by a full-time employee and a duly licensed engineer with a Valid PRC ID.
- The above positions should not supersede function to each other.
- Service Technicians performing services must have TESDA NC II Certified Biomed Technicians to ensure service to **ROSARIO MACLANG BAUTISTA GENERAL HOSPITAL** is unimpeded by other operations or service commitment of the bidder.

7. Abide by and cause its personnel to comply with any laws, rules, and regulations applicable to its operations/business as well as with all existing policies and guidelines and such other hospitals regulations issued from time to time by **ROSARIO MACLANG BAUTISTA GENERAL HOSPITAL** or any of its Hospital Committees, Sections or Department including office orders issued in relations to the service under this contract.

8. Notarized Certificate that the bidder must be in the business for at least 5 years. (Must Present SEC/DTI REGISTRATION).

9. Must have an existing contract for Preventive and Calibration in other government/private hospital for at least five (5) years continuously (must present a contract/purchase order and certification from the hospital).

10. Bidder must have PREVENTIVE MAINTENANCE AND CALIBRATION SERVICE PROVIDER with a single largest similar contract with a tertiary level hospital in Metro Manila.

11. Must have a Certificate of Very Satisfactory Performance in a minimum of three (3) government/private hospitals.

### **SCOPE OF SERVICE**

- 1 SERVICE PROVIDER shall provide qualified Technical Service Personnel with the right tools and certified testing equipment to conduct the required maintenance on the agreed schedule for the equipment listed above.
- 2 SERVICE PROVIDER should have an authorized calibration laboratory for testing equipment (test tools) in the Philippines.
- 3 The Service Agreement shall consist of the following:
  - a. PREVENTIVE MAINTENANCE AND CALIBRATION - A complete equipment system functional check, cleaning and calibration or adjustments for either mechanical or electronic reliability to ensure optimum working condition of the equipment.
- 4 For any other equipment not included in the contract, SERVICE PROVIDER shall charge the ROSARIO MACLANG BAUTISTA GENERAL HOSPITAL separately for the services provided.
- 5 DOCUMENTATION AND REPORTS – SERVICE PROVIDER shall document all the maintenance services done as well as parts replaced, troubleshooting performed in order to have a readily available historical data.

SERVICE PROVIDER shall provide CLIENT the following after SERVICE RENDERING:

- a. List of Medical Equipment under contract with Findings/Status of Equipment
- b. List of Test and Measuring Tools Used
- c. Documents
  - i. Service Reports
  - ii. Preventive Maintenance Checklists
  - iii. Calibration Certificates (as needed)
- d. Valid Certifications of Technicians and License of Engineers that performed the service
  - i. TESDA Biomed Equipment Servicing NC II for Technicians
  - ii. PRC License for Engineers

### **I. SCOPE OF SERVICES**

- 1.1. The SERVICE PROVIDER shall undertake Preventive Maintenance for the equipment listed and provided by the CLIENT. This includes: a.) General functional check-up of all equipment parts, especially vital ones, b.) Calibration, c.) Cleaning, d.) Notice/recommendation to replace parts, e.) Preparation and submission of technical service reports.

- 1.2. The SERVICE PROVIDER shall provide the CLIENT with a list of tools and instruments used for calibrating the equipment, along with a certification that the equipment is maintained and calibrated in accordance with International Safety Standards.
- 1.3. The SERVICE PROVIDER shall submit appropriate certificates of preventive maintenance, operations, and/or safety, duly signed by a PRC Licensed Engineer, upon rendition of service.
- 1.4. SERVICE PROVIDER shall provide the following documentation after service rendering:
  - a. List of Medical Equipment under contract with Findings/Status of Equipment
  - b. List of Test and Measuring Tools Used
  - c. Reports:
    1. Service Report
    2. Preventive Maintenance Checklist
    3. Calibration Certificate (as needed)
  - d. Valid Certifications of Technicians and License of Engineers that performed the service:
    1. TESDA Biomed Equipment Servicing NC II for Technicians
    2. PRC License for Engineers

## **II: QUALIFICATIONS AND PERSONNEL**

- 2.1. The SERVICE PROVIDER warrants that it is an Accredited and Authorized Calibration Laboratory for Biomedical Testing Equipment in the Philippines with an established office within Metro Manila.
- 2.2. The SERVICE PROVIDER shall maintain a service team managed by a full-time employee and a duly licensed engineer, preferably an electronics engineer with a valid PRC ID in compliance with RA9292.
- 2.3. The SERVICE PROVIDER shall ensure that calibration certificates are signed by a full-time employee and a duly licensed engineer with a Valid PRC ID.
- 2.4. The SERVICE PROVIDER shall ensure that Service Technicians performing services are TESDA NC II Certified Biomed Technicians.

## **III: TERM AND DELIVERY**

- 3.1. The SERVICE PROVIDER shall complete the preventive maintenance services from the date of release of notice to proceed up to December 31, 2024.
- 3.2. After service is rendered, the SERVICE PROVIDER shall charge the CLIENT the service price consistent with the approved and agreed pricing by the CLIENT, payable within one (1) month/30 days after the complete submission of documents as stated in this Contract.

## **IV: OBLIGATIONS OF THE SERVICE PROVIDER**

- 4.1. The SERVICE PROVIDER shall abide by and cause its personnel to comply with all applicable laws, rules, and regulations, as well as existing policies, guidelines, and hospital regulations issued by the CLIENT.
- 4.2. The SERVICE PROVIDER shall provide qualified Technical Service Personnel with the right tools and certified testing equipment to conduct the required maintenance on the agreed schedule for the equipment listed.
- 4.3. The SERVICE PROVIDER shall have an authorized calibration laboratory for testing equipment (test tools) in the Philippines.
- 4.4. The SERVICE PROVIDER shall provide a certificate that their management conducted background checks on all Biomedical Technicians and ensures that all their staff have clean records.
- 4.5. The SERVICE PROVIDER shall provide a certificate that all their staff will undergo basic Data Privacy Training Orientation.

- 4.6. The SERVICE PROVIDER shall provide a certificate that all cleaning used for PMS is environmentally friendly.
- 4.7. The SERVICE PROVIDER shall provide a certificate that all chemicals used for PMS are toxic-free or regulated by FDA.
- 4.8. The SERVICE PROVIDER shall provide a certificate that all their staff/management will abide by the City Ordinance for the prohibition of the Single-Use Plastic and Non-Smoking Policy of the hospital.

#### **V: WARRANTIES AND REPRESENTATIONS**

- 5.1. The SERVICE PROVIDER warrants that it has been in the business for at least 5 years.
- 5.2. The SERVICE PROVIDER warrants that it has an existing contract for Preventive and Calibration in other government hospitals for at least five (5) years continuously.
- 5.3. The SERVICE PROVIDER warrants that it has a single largest similar project with a tertiary-level hospital in Metro Manila.
- 5.4. The SERVICE PROVIDER warrants that it has Certificates of Very Satisfactory Performance from a minimum of three (3) government/private hospitals.

#### **VI: MISCELLANEOUS PROVISIONS**

- 6.1. This Contract shall be governed by and construed in accordance with the laws of the Philippines.
- 6.2. Any dispute arising from or in connection with this Contract shall be submitted to the appropriate courts in Quezon City, Philippines.
- 6.3. This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, commitments, and writings.
- 6.4. For any equipment not included in this contract, the SERVICE PROVIDER shall charge the CLIENT separately for the services provided, subject to prior approval.

#### **VII: BUDGET AND BASIS OF PAYMENT**

- 7.1 The City Government has set the Approved Budget Ceiling (ABC) of **Five Million Five Hundred Thousand Pesos only (Php 5,500,000.00)**. Payment shall be based on the actual service rendered by the service provider; strict monitoring shall be made by RMBGH in order to ensure the efficient performance of the service provider.

The City Government shall pay the Contract based on the latter's actual performance of the service under the contract and bid specifications taking into consideration the number of personnel posted, the contract rate per month, and the deduction for penalties committed and other charges, if any for that month. It shall be within (45) days upon the submission of the following documents, provided. However, the submitted documents are checked by the Client and found free from errors or mistakes. All payments shall be subject to post-audit by the COA.

- a. **Statement of Account (SOA)** – to be submitted by the service provider to the Property and Supply Section, Rosario Maclang Bautista General Hospital (RMBGH) once a month (30<sup>th</sup> of the month) for preparation of disbursement voucher.
- b. **Certification / Summary of Expenses/ Request for Allotment** – to be prepared by the Budget Section, RMBGH along with the voucher to be signed by the Hospital Director.
- c. **Certificate of Acceptance** – to be prepared by the Property and Supply Section and to be signed by the Hospital Director in accordance to COA Circular 92-386.
- d. **Evaluation Certificate by End-User** – to be prepared by the Property and Supply Section to be signed by the Supply Officer.



### **VIII: SUSPENSION, CANCELLATION OR TERMINATION OF CONTRACT**

The CLIENT may, without prejudice to other remedies against the CONTRACTOR, extra judicially suspend, cancel, or terminate this CONTRACT after a thirty (30) day notice, in whole and in part, due to default, insolvency, or for justifiable cause, or any ground which deems inimical to the CLIENT'S or public interest, which includes but is not limited to the following:

- a. When the CONTRACTOR's employee willfully and intentionally or through negligence causes the death of or has inflicted serious physical injury on any person or any employees, visitors and official of the CLIENT premises while on official duty
- b. When the CONTRACTOR's employee willfully and intentionally or through negligence caused irreparable damage to the prestige or any interest of the CLIENT, great destruction of CLIENT's properties and equipment due to non-performance of his duties and responsibilities

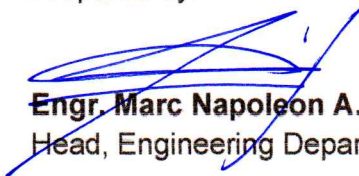
### **IX: ASSIGNMENT / PROHIBITION AGAINST SUBCONTRACTING**

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

### **X: DAMAGES TO PERSONS AND PROPERTY**

The Contractor shall indemnify and keep indemnified the City Government against all losses and claims for injuries or damages to any person or property, whatsoever which may arise or in consequences of the performance of this contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of in relation thereto.

Prepared by:

  
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Noted by:

  
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