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Republika ng Pilipinas
Lungsod Quezon
PANGKALAHATANG PAGAMUTAN NG LUNGSOD QUEZON
(Quezon City General Hospital)
Metropolitan Manila
PHILHEALTH Accredited Healthcare Provider



**TERMS OF REFERENCE FOR PREVENTIVE MAINTENANCE OF VARIOUS EQUIPMENT IN
QUEZON CITY GENERAL HOSPITAL**

I. PROJECT DESCRIPTION

- PROCUREMENT
DEPARTMENT
RECEIVED
DATE 6/22/22
TIME 1:45 PM
BY: [Signature]**
- 1.1 Undertake Preventive Maintenance according to Phase Schedule. Changes on the frequency and schedules of the preventive maintenance will be subjected on the agreement with QUEZON CITY GENERAL HOSPITAL.
 - 1.2 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.
 - 1.3 Provide QUEZON CITY 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.

II. PROJECT STANDARDS AND REQUIREMENTS

- 2.1 The bidder must have an accreditation from an 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.
- 2.2 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 **QUEZON CITY GENERAL HOSPITAL**, upon rendition of every service.
- 2.3 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.
 - The bidder must deploy at least one (1) Technical Admin with TESDA Biomedical Equipment Servicing NC II Certificate, and four (4) TESDA Biomedical Equipment Servicing NC II Certified Technicians to **QUEZON CITY GENERAL HOSPITAL**, to duty and perform maintenance activities as stated required and agreed by both parties from Monday to Friday, 08:00 AM to 05:00 PM, except Saturdays, Sundays, Holidays, and in cases of force majeure.
- 2.4 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 **QUEZON CITY GENERAL HOSPITAL** or any of its Hospital Committees, Sections or Department including office orders issued in relations to the service under this contract.
 - Notarized Certificate that the bidder must be in the business for at least 5 years. (Must Present SEC/ DTI REGISTRATION)
 - Must have an existing contract for Preventive and Calibration in other government hospital for at least five (5) years continuously (must present a contract/purchase order and certification from the hospital)

- Bidder must have been a **PREVENTIVE MAINTENANCE AND CALIBRATION SERVICE PROVIDER** with a single largest similar contract to a tertiary level hospital in Metro Manila.
- Must have Certificate of Very Satisfactory Performance minimum of three (3) government hospital.
- The supplier shall provide a training on the proper handling and maintenance of the Equipment to the end – users to the hospital maintenance staff (at least 10 staffs who are designated on the said equipment) and provide training certificate. A site visit shall be done to the Lowest Calculated Bidder).

III. PROJECT DURATION

Terms of Delivery: From the date of release of notice to proceed up to the end of the current year (December 31, 2025).

IV. BASIS OF PAYMENT

For every service rendered every phase, the **SERVICE PROVIDER** shall charge **QUEZON CITY GENERAL HOSPITAL** the service price consistent with the approved and agreed pricing by **QUEZON CITY GENERAL HOSPITAL** one (1) month/30 days after the phase schedule.

V. SCOPE OF SERVICES

5.1 **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 attached listed equipment.

5.2 The Agreement shall consist the following:

- a. **PREVENTIVE MAINTENANCE AND CALIBRATION** - A complete equipment system functional check, cleaning and calibration/adjustments for either mechanical or electronic reliability to ensure optimum working condition of the equipment

Key performance indicator for Preventive Maintenance:

- 100% hit-rate on conducted vs. scheduled for Life-support medical equipment
- At least 90% hit-rate on conducted vs. scheduled for Non life-support medical equipment

- b. For any other equipment not included in the contract, **SERVICE PROVIDER** shall charge **CITY** separately for the services provided.

- c. **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 documents:

- Service Reports

- Preventive Maintenance Checklists
- Calibration Certificates (as necessary)
- PM/Calibration Plan/List of Medical Equipment under contract
- List of Test and Measurement Tools
- Valid TESDA Biomed Equipment Servicing NC II Certificates of Technicians performing the Service
- Valid PRC License of Engineers performing the Service

SERVICE PROVIDER shall provide CLIENT the following:

- Monthly Report – submitted every 5th working day of the following month
 - Phase Report – submitted every 5th working day of the following month (e.g. 1st Phase– every 5th working day of month)
- d. **TECHNICAL EVALUATION**– SERVICE PROVIDER shall provide free service evaluation, check-up of equipment that requires minor repairs. Technical report will be submitted within 48 hours.
- e. In cases where the SERVICE PROVIDER encounters any equipment that needs to undergo **CORRECTIVE MAINTENANCE** or **MAJOR REPAIR**, the SERVICE PROVIDER shall report to any representative from QUEZON CITY GENERAL HOSPITAL. The SERVICE PROVIDER may opt to offer a separate quotation for these additional services.
- f. **IN-SERVICE EDUCATION** – SERVICE PROVIDER shall provide training, every 6 months, to end-users in coordination with the Training Department of hospital, topics will be in relation to hospital facility management or healthcare technology management.

VI. QUALIFICATIONS AND PERSONNEL

- 6.1 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.
- 6.2 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.
- 6.3 The SERVICE PROVIDER shall maintain one (1) technical admin with TESDA Biomedical Equipment Servicing NC II Certificate, and four (4) TESDA Biomedical Equipment Servicing NC II Certified Technicians

VII. OBLIGATIONS OF THE SERVICE PROVIDER

- 7.1 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.
- 7.2 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.

- 7.3 The SERVICE PROVIDER shall provide training on the proper handling and maintenance of the Equipment to at least 10 designated hospital maintenance staff and provide training certificates.
- 7.4 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.
- 7.5 The SERVICE PROVIDER shall provide a certificate that all their staff will undergo basic Data Privacy Training Orientation.
- 7.6 The SERVICE PROVIDER shall provide a certificate that all cleaning used for PMS is environmentally friendly.
- 7.7 The SERVICE PROVIDER shall provide a certificate that all chemicals used for PMS are toxic-free or regulated by FDA.
- 7.8 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.

VIII. OBLIGATIONS OF THE CLIENT

- 8.1 The CLIENT shall provide adequate space within the hospital premises for the SERVICE PROVIDER's technical team to take office as workshop and perform their duties effectively.
- 8.2 The CLIENT shall ensure that the SERVICE PROVIDER's technical team has reasonable access to the equipment requiring maintenance during agreed-upon service hours.
- 8.3 The CLIENT shall designate a point of contact or liaison officer to facilitate communication between the CLIENT and the SERVICE PROVIDER.
- 8.4 The CLIENT shall provide necessary utilities (such as electricity and water) required for the SERVICE PROVIDER to perform their maintenance duties.
- 8.5 The CLIENT shall promptly inform the SERVICE PROVIDER of any changes in hospital policies or regulations that may affect the performance of the maintenance services.
- 8.6 The CLIENT shall cooperate with the SERVICE PROVIDER in scheduling maintenance activities to minimize disruption to hospital operations while ensuring timely completion of required services.
- 8.7 The CLIENT shall provide the SERVICE PROVIDER with a comprehensive list of equipment to be maintained under this contract and promptly inform the SERVICE PROVIDER of any changes to this list.

IX. MISCELLANEOUS PROVISIONS

10.1 This Contract shall be governed by and construed in accordance with the laws of the Philippines.

10.2 Any dispute arising from or in connection with this Contract shall be submitted to the appropriate courts in Quezon City, Philippines.

10.3 This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, commitments, and writings.

10.4 For any equipment not included in this contract, the SERVICE PROVIDER shall charge the CLIENT separately for the services provided, subject to prior approval.

X. BUDGET AND BASIS OF PAYMENT

The City Government has set the Approved Budget for the contract (ABC) of **Twelve Million Pesos only (Php 12,000,000.00)**. Payment shall be based on the actual service rendered by the service provider; strict monitoring shall be made by QCGH 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, Quezon City General Hospital (QCGH) once a month (30th of the month) for preparation of disbursement voucher.
- b. **Certification / Summary of Expenses/ Request for Allotment** – to be prepared by the Budget Section, QCGH 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.

XI. 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.

The guidelines contained in RA12009 and its revised IRR shall be followed in the termination of any service contract. In the event the City terminated the Contract due to default insolvency, or for cause, it may enter into negotiated procurement pursuant to RA12009 and its IRR.

XII. PENALTIES FOR BREACH OF CONTRACT

Failure to deliver the services according to the standards and requirements set by the City shall constitute an offence and shall subject the Contractor to penalties and/or liquidated damages pursuant to RA12009 and its revised Implementing Rules and Regulations.

Specific penalty/ies to be imposed to the contractor.


XIII. 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 subcontracting any obligation in this contract to any other party.

XIV. 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, cost, charges and expenses whatsoever in respect of in relation thereto.

Prepared by:


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Noted by:


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