



TERMS OF REFERENCE

LEASED MECHANICAL VENTILATOR

I. PROJECT SUMMARY

The Batangas Medical Center (BatMC) is a 500-bed capacity DOH Level III Hospital catering to CaLaBarZon and nearby regions. It is continuously improving its services and number of personnel working together to provide quality service and primary care to the public.

The Republic Act No. 11390 signed by Pres. Duterte on August 22, 2019, seeks to increase the bed capacity from 500 beds to 1,000 beds. In line with this, the Batangas Medical Center's existing service facilities and professional health care services will be upgraded through the construction of building that may house additional Operating Theatres, Intensive Care Units, Wards, and Laboratory Units.

The Batangas Medical Center is also a designated COVID referral center in Southern Tagalog. The pandemic brought changes and immediate modifications in the service provision of all DOH hospitals for safety implementation.

With this, the Batangas Medical Center expected to have an increase in the number of patients requiring care and management of their medical conditions especially those with severe conditions and critically ill patients requiring the need to use mechanical ventilators to sustain improve, and support the life of the patient.

A mechanical ventilator is a machine that takes over the work of breathing when a person is not able to breath enough on their own. The mechanical ventilator is also called a ventilator, respirator, or breathing machine. It is a form of life support.

With these circumstances, it is recommended to facilitate the lease of mechanical ventilator to sustain the arising needs of patients.

II. SCOPE OF PROJECT

1. The Company will provide at least five (5) Adult Ventilators and ten (10) Pediatric/Neonatal Ventilators and five (5) Transport Ventilators in 24 hours standby hence if additional ventilators are needed, the company should ensure the provision of additional ventilators as soon as possible with a response time of at least 2-4 hours.

But not limited to:

- a. 10 units of Neonatal/Pediatric Ventilator (can be used below 3 kilograms)
- b. 5 units Adult Ventilator
- c. 5 units Transport Ventilator



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- d. 1 unit Wright Respirometer
 - e. 1 unit Oxygen Analyzer
 - f. 1 unit Negative Inspiratory Force device (with inclusion of accessories)
2. The Company shall provide a weaning parameter tools such as Wright spirometer, Negative Inspiratory Force Device (together with its accessories) without costs. Oxygen Analyzer and Finger Probe Pulse Oximeter would also be provided without extra charges to the patient;
 3. The Company shall provide a licensed biomedical technician and trained personnel to maintain all pulmonary equipment and services of such equipment, including the repair of hospital-owned ventilator;
 4. The Company will calibrate and maintain the Batangas Medical Center owned ventilator. In case there are parts that will be replaced, cost will be shouldered by Batangas Medical Center. These ventilators will be solely for use and profit of the hospital;
 5. The Company shall provide trainings/lecture/seminar to the Respiratory Unit free-of-charge for the Respiratory equipment provided;
 6. The Company shall perform a regular Periodic Preventive Maintenance (PPM) every six (6) months free-of-charge, to ensure its reliability. Any equipment enumerated above which is deemed unreliable shall be replaced within twelve (12) hours free-of-charge;
 7. The Company will provide the necessary disinfection solutions and materials for the sterilization of their machines;
 8. In case of ventilator malfunction due to machine fault, the Company shall take full responsibility for the restoration or replacement within 2-4 hours response time;
 9. The Company shall secure a Gate Pass and Delivery/Pull-out Form from Batangas Medical Center whenever its representative shall pull out or deliver equipment;
 10. For accounting purposes, the Company shall submit invoices for all services rendered to every patient/person; accumulate and submit the same to Batangas Medical Center, and bill for said services at the end of every month. The Company shall coordinate closely with Batangas Medical Center in the billing and collection of fees due from the patient/person or others; in undertaking studies and financial forecast for the maximum utilization of the Company services; in implementing programs or schemes undertaken by the Batangas Medical Center aimed at maximizing or encouraging the full utilization of services and in such other areas meriting the coordinated efforts of both parties as may arise from time to time;



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11. The Batangas Medical Center shall collect and/or effect the collection of bills from patient/persons/agencies/entities or institutions for the services rendered by the Company and remit its corresponding share by the 7th of each succeeding month following the submission of the invoice and billing a month before;
12. The Company shall submit to Batangas Medical Center the bill for services rendered for the current month within the first seven (7) days, and the latter shall remit the amount due and owing to the Company on the 7th of the following month; If Batangas Medical Center fails to remit payments due to the Company for six (6) months, the Company reserves the option to withdraw its services upon a thirty (30) day advance notice in writing; the same right is herein granted to Batangas Medical Center for violation by the Company of any of the terms and conditions of the agreement, in which case, the stipulations and covenants herein embodied shall lose force and effect thirty (30) days after receipt by the Company of such notice;
13. The Batangas Medical Center shall provide adequate cleaning Facilities, Stockroom and Disinfection for the effective functioning of the equipment. The Batangas Medical Center shall identify a twenty-square meters (20 sqm.) space. The Company shall cause the necessary finishing of the said area to properly function as the stockroom and disinfection area.
14. The Batangas Medical Center shall initiate, motivate, encourage and cooperate with the Company for the optimum utilization of the Company services, towards this end, consult and coordinate with the Company from time to time regarding the needs or demands of patients and other matters related to the services provided;
15. The Company shall uphold and maintain at all time the good name of the Batangas Medical Center, and the Batangas Medical Center is bound by a similar obligation towards the Company;
16. The Company shall be accountable for all the acts or omissions of its medical staff done in respect to this agreement and shall indemnify and held the Batangas Medical Center free and harmless from such acts or any claims, suits, damages and actuaries arising from such acts;
17. The Company is not an agent or employee of the Batangas Medical Center. The Company has exclusive supervision, control, and obligations to compensate the persons servicing/operating/manning the equipment, it being understood that the Company personnel are not employees of the Batangas Medical Center;
18. For purposes of order, convenience, and coordination, the Company personnel shall follow and adhere to the rules and regulations prescribed by the Batangas Medical Center.
19. The Batangas Medical Center shall not at any time hire the employees or personnel who service/operate the equipment or undergo training; the Batangas Medical



Center, further agrees that it shall not employ the personnel or employees of the Company servicing/operating the equipment for a period of one (1) year after the expiration or termination of the agreement. The Company expressly agrees not to hire the employees/personnel of the Batangas Medical Center for the Company operations without the written consent of the Batangas Medical Center.

III. PAYMENT

1. Two Thousand Pesos (P2,000.00) shall be charged to the patient which is intended for one (1) day use with free Heat Moisture Exchange (HME) and Bacterial Filter. Succeeding days will be charged and additional fee of Two Thousand Pesos (P2,000.00) per day use;
2. Five (5) Transport Ventilator will be provided by the Company and will be charged One Thousand Pesos (P1,000.00) per use basis.
3. For patients enrolled on Point of Care or No Balance Billing Program, the use of the ventilators will be paid by the Batangas Medical Center;
4. Sharing Structure
 - a. **For private patients:**
 - 70% the Company share
 - 30% Batangas Medical Center share
 - b. **For Point-of-Care Program No-Balance Billing patients:**
 - 50% the Company share
 - 50% Batangas Medical Center share

IV. TECHNICAL SPECIFICATIONS FOR MECHANICAL VENTILATOR

- **Basic ventilation modes include:**
 - a. Assist-control mode (AC)
 - b. Synchronized Intermittent Mandatory Ventilation (SIMV)
 - c. Continuous Positive Airway Pressure (CPAP)
 - d. Spontaneous Mode (Spont)
 - e. Non Invasive Ventilation (optional) – can be able to provide NIV mask
- **Adjustable setting:**
 - a. Tidal Volume (VT)
 - b. Fraction of Inspired Oxygen (FiO₂)
 - c. Respiratory Rate (RR)
 - d. Flow Rate (FR)
 - e. Positive End Expiratory Pressure (PEEP)
 - f. Inhalation: exhalation ratio (I:E ratio)
 - g. Trigger settings and wave form (optional)
- Turbine/Piston Type/ Compressor type (built-in)
- With built-in battery



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- With built-in nebulizer
- With inclusion of filters
- Not older than 15 years old from the manufacturing date