

# Republic of the Philippines CITY GOVERNMENT OF MUNTINLUPA Bids and Awards Committee

#### NOTICE TO PROCEED

#### **POLOVENT ENTERPRISES**

Valenzuela City

Dear Sir / Madame:

The attached Contract Agreement having been approved, notice is hereby given to POLOVENT ENTERPRISES that the CONTRACT of the City Government of Muntinlupa for the Rental of Ventilator Machine with Ventilator Tubing for use of the Ospital ng Muntinlupa 2023 (\*Negotiated), shall commence effective FIVE (5) DAYS after acknowledging receipt hereof.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and Schedule of Delivery.

Please acknowledge receipt and acceptance of this notice by signing both copies on the space provided below. Kindly keep one (1) copy and return the other copy to the Bids and Awards Committee Secretariat.

Very truly yours,

Hon. ROZZÁNO ŘÚFINO B. BIAZON

I acknowledge receipt of this Notice on FERLURY 28,2123

Name of the Bidder of Representative KME ANDREA R. PAMISTA

Authorized signature

City Government of Muntinlupa, 2<sup>nd</sup> Floor, Main Building, National Road, Barangay Putatan, Muntinlupa City Muntinlupa Nakakaprud

#### CONTRACT OF AGREEMENT

# RENTAL OF VENTILATOR MACHINE WITH VENTILATOR TUBING FOR USE OF THE OSPITAL NG MUNTINLUPA (2023)

#### KNOW ALL MEN BY THESE PRESENTS:

This Contract for Mechanical Ventilator Rental is made and entered into by and between:

OSPITAL NG MUNTINLUPA (THROUGH THE CITY GOVERNMENT OF MUNTINLUPA), a government hospital duly-organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Civic Drive Filinvest Corporate City, Alabang, Muntinlupa, represented in this act by the City Mayor, Hon. ROZZANO RUFINO B. BIAZON, herein referred to as the "CLIENT";

-and-

POLOVENT ENTERPRISES, a duly registered corporation, organized and existing under and by virtue of the laws of the Republic of the Philippines, duly licensed to engage and is engaged in the business of provision of mechanical ventilator rental services, with principal address at Tagalag Road, Valenzuela City, represented in this Contract by its Operations Manager, Ms. RHEA R. BAUTISTA, hereinafter referred to as POLOVENT ENTERPRISES.

#### WITNESSETH THAT:

WHEREAS, the CLIENT is in need of medical equipment to be used by its patients in need of the said equipment in the hospital;

WHEREAS, the CLIENT is presently not in the position to provide the said equipment;

WHEREAS, the POLOVENT ENTERPRISES hereby proposed to provide for lease to the patients of the CLIENT the following listed medical equipment as may be used by them.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing premises, the parties have agreed to enter into this Contract of Agreement, subject to the following terms and conditions:

1. **POLOVENT ENTERPRISES** shall provide the medical equipment for lease as provided in the Detailed Schedule of Requirements and Technical Specifications submitted by the Ospital ng Muntinlupa, attached hereto as "Annex A."

The following guidelines on the handling of ventilator machines shall be followed, to wit:

- a. All ventilator machines should be properly labeled by its date and time of calibration;
- b. All ventilator machines shall have internal and external battery and replacement batteries shall be at the expense of **POLOVENT ENTERPRISES:**
- c. All ventilator machines should be properly scheduled for maintenance;
- d. Technical staff or biomedical engineer will provide 24/7 service in case of emergency, trouble shooting, or repair;

- e. **POLOVENT ENTERPRISES** shall provide, at their own expense, back-up ventilator units in case any of their machines break down or malfunctioned:
- f. **POLOVENT ENTERPRISES** shall provide back-up ventilator units based on the CLIENT's requirements/demands;
- g. **POLOVENT ENTERPRISES** shall provide bacterial filter and other supplies for the maintenance of each ventilator machine; and
- h. POLOVENT ENTERPRISES shall provide external nebulizer machine in case an internal nebulizer malfunctioned.
- 2. In case of non-payment of rental fee by any patient using POLOVENT ENTERPRISES's machine ventilator/s, POLOVENT ENTERPRISES is prohibited from preventing the patient to avail of the continuous use of the unit or from removing the unit particularly life support equipment without authority from the CLIENT. These cases shall be referred to the Social Service or other charitable institutions.
- 3. In case the **CLIENT** would need additional equipment other than those listed, **POLOVENT ENTERPRISES** will supply the needed equipment provided that the rental rates are mutually agreed by both parties subject to availability of funds.
- 4. **POLOVENT ENTERPRISES**, through its authorized biomedical technicians, shall be responsible for proper preventive maintenance and necessary repair of all the medical equipment offered for rent.
- 5. POLOVENT ENTERPRISES, through its authorized biomedical technicians, shall perform Safety Performance Evaluation (SPE) of the rented equipment twice a year and conduct Preventive Maintenance quarterly, or as frequently as necessary.
- 6. The CLIENT, through its designated staff on duty, must notify POLOVENT ENTERPRISES immediately, in case a unit malfunctioned. If the unit requires replacement, it shall be at the expense of POLOVENT ENTERPRISES, including its delivery.
- 7. The equipment may only be used and operated in a careful and proper manner. If at any time, damage or loss occurs to any equipment due to negligence of any CLIENT's staff, the CLIENT shall be held responsible to pay for the damages, loss, or replacement of any parts of the equipment. The CLIENT must notify the POLOVENT ENTERPRISES immediately at the time of such occurrence.
- 8. **POLOVENT ENTERPRISES** shall provide a detailed logbook for the **CLIENT** to check the actual usage of any machine.
- 9. **POLOVENT ENTERPRISES** shall impart to the **CLIENT** staff the proper operation of the different equipment rented. Further, the **POLOVENT** shall provide lectures on the use of the medical equipment as requested by the **CLIENT**.
- 10. POLOVENT ENTERPRISES, in its effort to provide properly decontaminated equipment to reduce the risk of contamination to the CLIENT's patients and its environment, POLOVENT ENTERPRISES, shall provide infection control measures which consist of the following:
  - a. *Incoming Cleaning and Decontamination* where all equipment returned are cleaned and decontaminated; and
  - b. Outgoing Cleaning and Decontamination includes cleaning the equipment and wrapping the machine with plastic, prior to delivery.

POLOVENT ENTERPRISES uses Sodium Hypochlorite and/or Cidex as its disinfectants. All cleaning procedures will have a separate logbook for monitoring.

- 11. The CLIENT shall pay POLOVENT ENTERPRISES the amount of Six Million Six Hundred Thousand Pesos (Php6,600,000.00) as its Contract Price for 1(One) Year. The schedule of payment shall be agreed upon by the parties based on the availability of funds and in accordance with existing laws, government accounting rules, regulations, and related issuances.
- 12. The parties agree to amicably settle any dispute arising from the contract. However, in the event of court action arising from this agreement the venue of the actions shall only be in the Courts of Muntinlupa City.
- 13. This Agreement shall be effective for 1(One) Year, unless earlier terminated due to valid grounds.
- 14. The CLIENT reserves the right to terminate this Contract of Agreement on the following grounds caused by the POLOVENT ENTERPRISES:
  - a. Unsatisfactory services;
  - b. Failure to comply with the provisions of this Contract of Agreement; or
  - c. Failure to comply with the legal requirements provided under existing laws, rules, regulations, and other relevant issuances.

Prior to termination, the CLIENT shall submit a written notice to POLOVENT ENTERPRISES within thirty (30) days from knowledge of the aboveenumerated grounds.

- 15. All the stipulations of the parties are contained in this agreement. No amendment, revision, or modification shall be effective unless made in writing and mutually agreed upon by the parties.
- 16. If a provision of this contract is ruled by the proper court as invalid and therefore, of no legal force and effect, such invalidity shall not affect the enforceability of its other valid provisions.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have hereunto set their hands this  $\frac{\Gamma\Gamma}{\Gamma}$  day of  $\frac{1000}{1000}$ , 2023.

CITY GOVERNMENT OF MUNTINLUPA (OSPITAL NG MUNTINLUPA)

POLOVENT ENTERPRISES

Represented by:

Represented by:

Operations Manager

Signed in the presence of the following witnesses of legal age and discretion:

### ACKNOWLEDGMENT

BEFORE ME, a Notary Public for any of, personally approved the Party  On. ROZZANO RUFINO B. BIAZON/ ity Mayor  Is. RHEA R. BAUTISTA/Operations Man  This document of ( knowledgement is written and signed be	Valid Government ID Driver's License NO3-86- 030998	this
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REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE
LAND TRANSPORTATION OFFICE
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