



**BID BULLETIN NO. 1**


**PROCUREMENT OF PREVENTIVE MAINTENANCE FOR RADIOLOGY  
EQUIPMENT**

IB NO. 2022-07-06 (21)

**\*\*\* AMENDMENT OF SLCC AND INSERTION OF TERMS OF  
REFERENCE \*\*\***

ORIGINAL SPECIFICATION			AMENDED SPECIFICATION		
SINGLE CONTRACT	LARGEST 25%	COMPLETED	SINGLE CONTRACT	LARGEST 50%	COMPLETED
TERMS OF REFERENCE					
<ol style="list-style-type: none"><li><b>EXPIRATION.</b> This contract will be awarded for period of one year from the date of execution of this agreement and can be renewed and be extended for a period of one year on the same terms and conditions subject to satisfactory performance of the contractor and the Procuring Entity shall issue notice one month before the expiry of the contract. This can only be extended or renewed once.</li><li><b>CONSUMABLE OR SPARE PARTS.</b> In the event that there are consumable parts or spare parts needed during the preventive activity, these are excluded in this contract.</li><li><b>CONTRACT PRICE.</b> During the renewal of the contract, the price may be amended upon agreed by both parties providing the market study or justification in the necessity of its price amendment.</li><li><b>SCHEDULE OF PREVENTIVE MAINTENANCE.</b> The Preventive Maintenance shall be conducted quarterly or as arises needed.</li><li><b>MODE OF PAYMENT.</b> Payment will be processed right after the scheduled preventive maintenance based on the Service Report submitted by the Contractor.</li><li><b>BILLING PROCEDURE:</b> The Contractor shall bill the Procuring Entity (CRH) in a quarterly period provided attachment of Service Report per <b>quarter</b> is required. Other documents needed shall also be complied.</li><li>Unforeseen and emergency activity related to this contract is already forming and part of the contract.</li><li><b>DISPUTE.</b> Any dispute or controversy between the parties in connection with or arising from this Contract, shall, as far as practicable, be settled by the parties amicably. During the pendency of any such dispute, the CRH shall proceed diligently with the performance of its obligation and undertakings under this Contract as directed by the <b>CONTRACTOR</b>. Both parties however, warrant the faithful compliance of the foregoing terms and conditions of this contract. In case of disagreement, the provision of RA 9184 shall prevail.</li><li><b>TERMINATION OF CONTRACT.</b> This agreement may be terminated without the need of judicial action and without prejudice to any damages in the event that there is a breach of contract committed, provided, that prior to termination of the same, the other party shall be given a thirty-day prior notice.</li><li>Except as expressly provided in this contract, no modification of the terms and conditions or any of the provisions hereof shall be made except by amendment which shall be signed by both parties hereto.</li></ol>					

Please be guided accordingly.

  
**HILARION P. PASAL, CE, SE**  
BAC Chairman