

**b.** Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

**c.** Performance Security;

**d.** Notice of Award of Contract and the Bidder's conforme thereto; and

**e.** Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of **Four Million Four Hundred Fifty Three Thousand Six Hundred Fifty Five Pesos and Twenty Nine Centavos Only** or such other sums as may be ascertained, **Mr. Peter Ricardo R. Muaña** agrees to **ESTABLISHMENT OF HEMODIALYSIS CENTER AT CONG. SIMEON G. TORIBIO MEMORIAL HOSPITAL AT CARMEN, BOHOL**, in accordance with his/her/its Bid.

4. The **Cong. Simeon G. Toribio Memorial Hospital** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. In consideration of the payments to be made by the Owner to the Contractor, as earlier mentioned, the Contractor hereby covenants with the Owner to implement and complete the Project in conformity with the provisions of the Contract, the documents incorporated herein and the laws and regulations made integral parts hereof.

6. The Owner hereby covenants to pay advance payment to the Contractor of 15% of the total contract price upon approval of the Contract, issuance of Notice to Commence Work and the posting of irrevocable standby letter of credit of equivalent value. The Contractor hereby covenants to repay advance payment to the Owner by deducting 15% from his progress payment.