

Republic of the Philippines)  
Quezon City ) S.s.


## RENOVATION CONTRACT

### KNOW ALL MEN BY THESE PRESENTS:


This Contract was made and entered into by and between:

The **SENATE ELECTORAL TRIBUNAL (SET)**, an instrumentality of the Republic of the Philippines, created and existing under the Constitution, represented by its Chairperson, **Honorable Justice ANTONIO T. CARPIO**, hereinafter referred to as the **TRIBUNAL**;

-and -

 **LOURBEL CONSTRUCTION AND SUPPLY**, a building contractor duly organized and existing under the laws of the Philippines, with principal address at Pag-asa Rawis, Legaspi City, Albay, represented herein by its Proprietress and Manager, **Ms. LOURDES M. BELTRAN**, hereinafter referred to as the **LOURBEL**;

### WITNESSETH THAT:

 **WHEREAS**, the Tribunal requires the services of a reliable and competent contractor that will undertake the renovation of the electrical system of its offices (Rooms 101-102 and the Left Wing of the Electoral Tribunals Building) located at the Commission on Audit Compound, corner Batasan Road and Commonwealth Avenue, Quezon City;

**WHEREAS**, **REPUBLIC ACT NO. 9184**, otherwise known as the **GOVERNMENT PROCUREMENT REFORM ACT**, provides in Section 10 thereof that all procurement shall be done through Competitive Bidding;

 **WHEREAS**, pursuant to the foregoing provision and the **REVISED IMPLEMENTING RULES AND REGULATIONS OF R.A. NO. 9184**, the Senate Electoral Tribunal Bids and Awards Committee conducted a public bidding for the procurement of a Contract for the Renovation of the Electrical System of the Senate Electoral Tribunal Offices, hereinafter called **THE RENOVATION**;

**WHEREAS**, the Senate Electoral Tribunal Bids and Awards Committee, after a thorough examination and evaluation of pre-qualified bidders, determined that the bid of **LOURBEL** at **Five Million Nine Hundred Fifteen Thousand Nine Hundred Ninety and 50/100 Pesos (P5,915,990.50)** for the execution and completion of **THE RENOVATION** and the rectification of any defects is the Lowest Calculated Responsive Bid; and, recommended that the contract for the **THE RENOVATION** be awarded to **LOURBEL**;

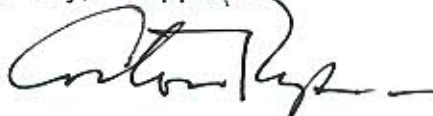
 **WHEREAS**, pursuant to such recommendation, the Chairperson of the **TRIBUNAL** awarded the contract for **THE RENOVATION** to **LOURBEL**;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties do hereby agree on the following terms and conditions:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to hereunder.

2. The following documents shall be attached, deemed to form, and read and construed as part of this Contract, to wit:
- (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation to Apply for Eligibility and to Bid;
  - (e) Instructions to Bidders;
  - (f) Bid Data Sheet;
  - (g) Supplemental Bid Bulletin No. 001;
  - (h) Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes as annexes;
  - (i) Eligibility requirements, documents and/or statements;
  - (j) Performance Security;
  - (k) Notice of Award of Contract and the Bidder's Conforme thereto;
  - (l) Other contract documents that are specified in Clause 31.4(g) of Section II, Instruction to Bidders and Section III, Bid Data Sheet (BDS).
3. In consideration of the payments to be made by the **TRIBUNAL** to **LOURBEL** as hereinafter mentioned, **LOURBEL** hereby covenants with the **TRIBUNAL** to execute and complete **THE RENOVATION** and rectify any defects therein in conformity with the provisions of this Contract.
4. In case of default by **LOURBEL**, nothing in this contract or in any of its attachments may be construed as a waiver, express or implied, on the part of **TRIBUNAL** of any rights or remedies allowed by existing laws including but not limited to suspension of work or recovery of liquidated damages. The **TRIBUNAL** may, at its option, exercise any or all of said rights or remedies to protect the interest of the government.
5. The **TRIBUNAL** hereby covenants to pay **LOURBEL** in consideration of the execution and completion of **THE RENOVATION** and the rectification of defects therein, Five Million Nine Hundred Fifteen Thousand Nine Hundred Ninety and 50/100 Pesos (P5,915,990.50) or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed in this Contract.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have hereunto signed this Contract on this \_\_\_\_ day of December 2015, at Quezon City, Philippines.



**ANTONIO T. CARPIO**

Senior Associate Justice, Supreme Court  
Chairperson, Senate Electoral Tribunal



**LOURDES M. BELTRAN**

Proprietress and Manager  
Lourbel Construction and Supply



SIGNED IN THE PRESENCE OF:



IRENE R. GUEVARRA  
Secretary of the Tribunal  
Senate Electoral Tribunal



ACKNOWLEDGMENT

DEC 17 2015

Before me, a Notary Public, for and in Quezon City, this \_\_\_\_ day of December, 2015, personally came and appeared:

Name

Proof of Identification


ANTONIO T. CARPIO  
LOURDES M. BELTRAN

TIN 105-823-139  
TIN 103-208-322-000

known to me to be the same persons who executed the foregoing instrument in behalf of their respective principals, and they acknowledged to me that the same is their free act and deed. This Contract consisting of three (3) pages, including this page, has been signed by the parties and witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this DEC 17 2015 day of December, 2015 at Quezon City, Philippines.

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Series of 2015

  
MICHAEL DARWIN M. BAYOTAS  
Notary Public  
Commission No. NP-201 (2015-2016)  
Expires on December 31, 2016  
Unit 204, Tony Galvez Centrum, 124, 9<sup>th</sup> Avenue,  
Araneta Cubao, Quezon City  
IBP Lifetime No. 011221/Pasig City/Nov. 07, 2012  
PTR No. 0118066/Quezon City/Jan. 07, 2015  
MCLB Compliance No. IV-0013899/March 27, 2013  
Attorney's Roll No. 56180