

By: JUDEA M. DUARTE, DPA  
University President

By: DEWOOWOOGEN P. BACLAYON, Ph.D.  
SLSU VP for Admin & Finance

By: FERNEL P. CONCRENO  
Rep. M.A.M. Construction



SOUTHERN LEYTE  
STATE UNIVERSITY

Main Campus, San Roque, Sogod, Southern Leyte  
Email: president@southernleytestateu.edu.ph  
Website: www.southernleytestateu.edu.ph



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## CONTRACT AGREEMENT CONTRACT FOR PAINTING OF ADMINISTRATION BUILDING - REBIDDING

THIS CONTRACT executed on the 26 day of DECEMBER 2025 between:

**SOUTHERN LEYTE STATE UNIVERSITY**, a government agency of the Republic of the Philippines, hereinafter called "the Entity";  
-and-

**M.A.M. CONSTRUCTION**, Filipino of legal age or a company duly organized and existing under the laws of Javier, Leyte, Philippines, with principal office at **Picas Norte Javier, Leyte**, hereinafter called "the Contractor".

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Painting of Administration Building - Rebidding**;

WHEREAS, the Contractor submitted a responsive bid and was awarded the contract for the procurement in the total amount of **Nine Hundred Forty-Three Thousand Five Hundred Fifty-Two Pesos and 02/100 only (₱943,552.02)**, hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

- 1) Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
- 2) The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall be deemed to form and be read and construed as integral part of this Contract, *viz.:*
  - a) Philippine Bidding Documents (PBD):
    - i. Drawings/Plans;
    - ii. Scope of Work;
    - iii. Invitation to Bid;
    - iv. Instructions to Bidders;
    - v. Bid Data Sheet;
    - vi. 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;
    - vii. Bill of Quantities;





## CONTRACT AGREEMENT

- viii. General and Special Conditions of Contract;
- ix. Supplemental Bid Bulletins, if any; and
- x. Other contract documents that may be required by existing laws and/or the Entity.

- b) Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- 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 PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3) In consideration of the Contract Price of **Nine Hundred Forty-Three Thousand Five Hundred Fifty-Two Pesos and 02/100 only (₱943,552.02)**, or such other sums as may be determined in accordance with the terms of the Contract, the Supplier agrees to deliver and perform the items and related services for the **Painting of Administration Building - Rebidding** described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4) The **SOUTHERN LEYTE STATE UNIVERSITY** agrees to pay the above-mentioned sum to the Supplier in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5) Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act (RA) No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

6) **Grounds for Termination.** The parties herein may terminate the whole or any part of the Contract in accordance with the provisions of the Section 71.4.1 (b) of Implementing Rules and Regulations of RA 12009.

7) **Venue of Action.** Venue of all actions arising from this Agreement shall be brought exclusively to the jurisdiction of the appropriate Court of Sogod, Southern Leyte, Philippines.

Signed in the presence of:

M.A.M. CONSTRUCTION

By:

**MARK ANDREW MERILLO**  
Danner

**JUDE A. DUARTE, DPA**  
University President

SOUTHERN LEYTE STATE  
UNIVERSITY Main Campus

By:

**FERNEL D. CONCRENIO**  
Rep. M.A.M. Construction

**DEWOODOGGEN P. BACLAYON, Ph.D.**  
SLSU VP for Admin & Finance





## **CONTRACT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written

**SOUTHERN LEYTE STATE UNIVERSITY  
(MAIN CAMPUS) (ENTITY)**  
BY:

**JUDE A. DUARTE, DPA**  
University President

**M.A.M. CONSTRUCTION  
(CONTRACTOR)**  
BY:

**MARK ANDREW MERILO**  
Owner

Signed in the presence of:

**DEWOOWOODGEN P. BACLAYON, Ph.D.**  
VP for Administration and Finance

**FERNEL D. CONCRENIO**  
Rep., M.A.M. Construction

Availability of Fund:

**RUMALYN T. SABLAN, CPA**  
Accountant III





## SOUTHERN LEYTE STATE UNIVERSITY

Main Campus, San Roque, Sogod, Southern Leyte  
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## CONTRACT AGREEMENT

### ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the TACLOBAN CITY, City/Province of Cebu, this 16 day of December, 2024, personally appeared the named persons

NAME	Government Issued I.D.
JUDE A. DUARTE	SLSU Employee ID No. 001, issued on 01/24/2023
MARK ANDREW P. MERILO	NO2-12-018049 valid until 09/11/2033

who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of four (4) pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this 16 day of December 2025.

ATTEST: MARTIN FRANZ SIA SY  
Notary Public for Tacloban City  
NPA No. 2024-01-09 until 31 December 2025  
Notary Public ID No. 478875; IBP No. 478875; 11-25-24  
NAME OF NOTARY PUBLIC: MARTIN FRANZ SIA SY  
Notary Commission No. 478875  
Notary Commission No. Terminal Road, Tacloban City

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_, \_\_\_\_\_

IBP No. \_\_\_\_\_, \_\_\_\_\_

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