

CONTRACT AGREEMENT

Maintenance of Perimeter Fence with Gate, Port of Jasaan (MPF-MOC-152-2026)

This Contract Agreement executed on the 11 0 SEP 2026, in Cagayan de Oro City, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY (PPA), a government-owned and controlled corporation created under Presidential Decree No. 857, as amended, with principal office at the PPA Corporate Building, Bonifacio Drive, South Harbor, Port Area, Manila, and acting through its Port Management Office of Misamis Oriental/Cagayan de Oro (PPA PMO MO/C), located at PPA Building 2, Port Area, Macabalan, Cagayan de Oro City, represented herein by its duly authorized Port Manager **FERNANDO B. MAPALO, JR.**, hereinafter referred to as the "Entity";

-and-

MIKKIL CONSTRUCTION, with TIN 431-571-439-000, a private corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at District 6, Brgy. Canitoan, Cagayan de Oro City, Misamis Oriental, Philippines, represented herein by its duly authorized representative, **MIKKA N. SULTAN**, hereinafter called the "Contractor".

WHEREAS, the Entity invited Bids for certain works, particularly the **Maintenance of Perimeter Fence with Gate, Port of Jasaan (MPF-MOC-152-2026)**, with an Approved Budget for the Contract in the total amount of **Five Hundred Ninety-Nine Thousand Four Hundred Eighty-Three Pesos and 00/100 only (P 599,483.00)**.

WHEREAS, the Contractor submitted a responsive bid and was awarded the contract for the procurement in the total amount of **Five Hundred Fourteen Thousand Two Hundred Twenty-Four Pesos and 69/100 only (P 514,224.69)**, 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 form part and be read and construed as integral parts of this Contract, viz.:
 - a. Philippine Bidding Documents (PBD);
 - i. Drawings/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders/Terms of Reference
 - 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

Representative, MIKKIL CONSTRUCTION

Proprietress, MIKKIL CONSTRUCTION

BAC Chairperson, PMO MO/C

Head of the Procuring Entity (HoPE)

- to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- vii. Bill of Quantities;
 - 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 *Five Hundred Fourteen Thousand Two Hundred Twenty-Four Pesos and 69/100 only (P 514,224.69)*, or such other sums as may be determined in accordance with the terms of the Contract, the Contractor agrees to deliver and perform the items and related services for the *Maintenance of Perimeter Fence with Gate, Port of Jasaan (MPF-MOC-152-2026)* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
4. The Entity agrees to pay the above-mentioned sum to the Contractor 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 No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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.

PHILIPPINE PORTS AUTHORITY

Entity

TIN: 000-352-232

By:



FERNANDO B. MAPALO, JR.
Head of the Procuring Entity (HoPE)

MIKKIL CONSTRUCTION

Contractor

TIN: 431-571-439-000

By:

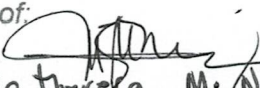


MIKKA N. SULTAN
Proprietress

Signed in the presence of:



MEDARDO I. SOSOBRAO, JR.
BAC Chairperson, PMO MO/C



MARIA THERESA M. NERI
MIKKIL CONSTRUCTION
Representative

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO CITY) S.S.

BEFORE ME, A Notary Public for and in the City/Province of **CAGAYAN DE ORO CITY**, Philippines, this _____ day of _____, 20____, personally appeared the following:

NAME	POSITION / COMPANY	PROOF OF IDENTITY & ID NO.	DATE & PLACE OF ISSUE
Fernando B. Mapalo, Jr.	Port Manager, PPA PMO MO/C	PPA ID 00642004	07/07/2025 PPA Head Office, Manila
MIKKA N. SULTAN	Proprietor MIKKIL CONSTRUCTION	Driver's License K02-10-005223	exp. date 2033/12/00 CDO City

Fill up the required details above

The above-named persons, who have been identified to me through competent evidence of identity and who are the same persons who executed the foregoing instrument consisting of three (3) pages and acknowledged to me that the same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the juridical persons they represent.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal at the place and on the date first above written.

Doc. No. 170
Page No. 34
Book No. 64

Series of 2026

ABONIS ARC R GUMAHAD
Notary Public, Cagayan de Oro City
El Salvador City to Zamboanga Mis Or
Until December 31 2026 / TIN 936265588
NC No 2026 141, Roll of Attorney's No 50091
IBP O.R. No 570702; MIS OR 12/23/2025 FOR 2026
PTR O.R. NO. 6526174; CDO 01/06/2026
MCLE Compliance No. VIII-0010232 / JULY 10, 2024/Pasig City