

Republic of the Philippines  
**PHILIPPINE PORTS AUTHORITY**  
PPA Building, Bonifacio Drive, South Harbor,  
Port Area, Manila, Philippines

**CONTRACT AGREEMENT**  
**FOR THE CONSULTANCY SERVICES FOR THE INVENTORY AND STRUCTURAL**  
**INVESTIGATION SURVEY OF ALL MARINE STRUCTURES AND ITS ACCESSORIES AT**  
**SELECTED PORTS NATIONWIDE (PACKAGE 2)**

This Agreement made and entered into this JUL 25 2023 2023 in Manila,  
Philippines, by and between:

**PHILIPPINE PORTS AUTHORITY (PPA)**, hereinafter called the  
"ENTITY", is a government instrumentality created under Presidential Decree  
No. 857, as amended, with principal office address at PPA Bldg., Bonifacio  
Drive, South Harbor, Port Area, Manila, represented by **JAY DANIEL R.**  
**SANTIAGO**, duly authorized for this purpose under Board Resolution No. 2466,  
as contained in Secretary's Certificate dated 02 November 2015, copy of which  
is hereto attached as **Annex A**.

and

**E.H. SISON ENGINEERS, CO.**, hereinafter called the "CONSULTANT",  
duly organized and existing under Philippine laws, with principal office address  
at 3431 Guernica St., Palanan, Makati City, represented herein by its Authorized  
Representative, **EFREN H. SISON**, duly authorized for this purpose, as shown  
in Secretary's Certificate dated 14 April 2023, copy of which is hereto attached  
as **Annex B**.

WHEREAS, the Entity is desirous that the Consultant execute the Consultancy Services  
for the Inventory and Structural Investigation Survey of all Marine Structures and its Accessories  
at Selected Ports Nationwide (Package 2) (HO-CON-PPDD-23-0003), and the Entity has  
accepted the bid for **TWENTY EIGHT MILLION FOUR HUNDRED FIFTY SEVEN THOUSAND**  
**THREE HUNDRED SEVENTY SIX PESOS (Php 28,457,376.00)** by the Consultant for the  
execution and completion of such Consulting Services and the remedying of any defects  
therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are  
respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and  
construed as part of this agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Terms of Reference;

Witness:  
**FREDERICK FRANCIS SISON**  
Partner

**E.H. SISON ENGINEERS, CO.**  
BY: **EFREN H. SISON**  
Authorized Representative

Witness:  
**MARK JON S. PALOMAR**  
Chairperson, HO-BAC-EP-CON

**PHILIPPINE PORTS AUTHORITY**  
BY: **JAY DANIEL R. SANTIAGO**  
General Manager



(c) Request for Expression of Interest;

(d) Instructions to Bidders

(e) Bid Data Sheet;

(f) Addenda and/or Supplemental/Bid Bulletins, if any;

(g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/statement 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;

(h) Eligibility requirements, documents and/or statements;

(i) Performance Security;

(j) Notice of Award of Contract and the Bidder's conforme thereto;

(k) Other Contract documents that may be required by existing laws and/or the Entity.

3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.

4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

5. In execution of its services, **E.H. SISON ENGINEERS, CO.** shall likewise hold PPA free and harmless from any liability due to actions, damages, or accident it may cause in the course thereof.

6. The failure of PPA to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any of the rights or remedies that it may have, nor shall it be construed as a waiver of any subsequent breach or default of its terms, conditions and covenants which shall continue to be in full force and effect. Silence on the part of PPA shall not be considered as condonation or waiver of any breach or default by **E.H. SISON ENGINEERS, CO.** of any covenant or condition herein provided. No waiver by PPA of its rights under this Contract shall be deemed to have been made unless expressly made in writing and signed by its duly authorized representative.

IN WITNESS whereof, the Parties have hereto caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, on the day and year first above written.

Witness:  
  
**FREDERICK FRANCIS SISON**  
Partner

**E.H. SISON ENGINEERS, CO.**  
BY:   
**EFREN H. SISON**  
Authorized Representative

Witness:  
  
**MARK JON S. PALOMAR**  
Chairperson, HO-BAC-EP-CON

**PHILIPPINE PORTS AUTHORITY**  
BY:   
**JAY DANIEL R. SANTIAGO**  
General Manager



PHILIPPINE PORTS AUTHORITY

TIN No. 000-352-232-000

By:

JAY DANIEL R. SANTIAGO

General Manager

E.H. SISON ENGINEERS, CO.

TIN No. 002-834-637-000

EFREN H. SISON

Authorized Representative

WITNESSES

MARK JON S. PALOMAR

Chairperson, HO-BAC-EP-CON

FREDERICK FRANCIS SISON

Partner

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

City of Manila ) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, this 25 day of July, 2023, personally appeared the following:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE OF ISSUE OR EXPIRY DATE	PLACE OF ISSUE
Jay Daniel R. Santiago	PPA ID No. 00102016		
Efren H. Sison	PRC No. 0009564		

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free act and deed as well as the free and voluntary act of the entities they represent.

POSITION	COMPANY	CTC No.	DATE	PLACE
General Manager	Phil. Ports Authority	00372460	1-21-23	Manila
Authorized Representative	E.H. Sison Engineers, Co.			

The foregoing instrument is a Contract for the Consultancy Services for the Inventory and Structural Investigation Survey of all Marine Structures and its Accessories at Selected Ports Nationwide (Package 2), consisting of three (3) pages, including this page on which this Acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page hereof.

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

Doc. No. 482;  
Page No. 98;  
Book No. 72;  
Series of 2023

ATTY. JOSELINO N. SUCION  
NOTARY PUBLIC FOR MAKATI CITY  
UNTIL DECEMBER 31, 2023  
2746 ZENaida ST. POBLACION MAKATI  
IBP NO. 257632/01/02/23  
PTR NO. 956233/01/03/23  
MCLE COMPLAINT NO. VII-0013028/04/14/2025  
ROLL NO. 60799  
APPOINTMENT NO. M-078