

Republic of the Philippines
PHILIPPINE MERCHANT MARINE ACADEMY
San Narciso , Zambales

CONTRACT

MIDSHIPMEN UNIFORM SUPPLIES

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into in San Narciso, Zambales, Philippines, by and between

PHILIPPINE MERCHANT MARINE ACADEMY, organized and existing under and by virtue of the Laws of the Philippines, with office and postal address at PMMA Complex, San Narciso , Zambales and represented by **RADM RICHARD U RITUAL** in his capacity as Superintendent of PMMA hereinafter referred to as the **Academy**;

- and -

GRANDEE TAILORING , a company duly registered and existing by virtue of the laws of the Philippines, engaged in the manufacturing of school and company uniforms, with office address at 421 4th St., San Martin Subd. Angono, Rizal, herein represented by its owner / Manager, **MR. JOHN RICHARD O. IBARROLA**, by virtue of the powers conferred upon him hereinafter referred to as the **Contractor**;

WITNESSETH

Whereas, the Academy is mandated by law to provide training and development of Merchant Marine Officers and other professional and skilled manpower in the fields of Maritime services;

Whereas, the Academy has, among other aspects related to its existence and mandate , prescribed the criteria and set the standards insofar as the uniform and their accessories and other relevant supplies for midshipmen are concerned;

Whereas the Academy manifested the need for such uniform , accessories and supplies for the use of the midshipmen;

Whereas, after the required evaluation of qualified bidders and bidding conducted by the Academy, the Contractor was determined to be the winning bidder whose offer is the most advantageous to the government based on the criteria specification and standards set by the Academy;

Now therefore, for and in consideration of the foregoing premises, both parties agree to the following terms and conditions, to wit:

1. The subject of this agreement shall be an initial order by the Academy and delivery by the Contractor to the former the following items, as follows:

LOT B- CADETS UNIFORMS

QTY	ITEMS/DESCRIPTION
220	FULL DRESS GALA W/ BELL BUTTONS (SET)
220	DUTY BLUE W/ BELT (Upper only)

All of which shall be covered by this Agreement with a maximum completion and delivery on or before **July 15, 2014**. Failure to deliver within this period shall subject the Contractor to a **penalty of 1/10 of 1% for each day of delay**.

2. The Academy shall provide and make available a storage space for the items delivered by the Contractor.
3. The Contractor is obliged to deliver to the Academy the subject items of this Agreement as enumerated in paragraph 1, in the specified quantity and quality, prescribed style, design, texture, material within the prescribed time in accordance with the criteria/ standards set by the Academy per approved sample submitted by the Contractor.
4. The Academy shall subject all delivered items/supplies contained in this Agreement, to inspection and testing prior to acceptance thereof. All deliveries must be done during office hours only.
5. The Contractor is obliged to ensure the availability and timely issuance of the herein – above enumerated items to the midshipmen in accordance with the specification/standards as prescribed by the Academy.
6. The Contractor is obliged to post a performance bond based on the contract amount for an initial order of 220 for the following:

LOT B- Contract Price : Php 1,038,400.00

Description	Unit Price
1. FULL DRESS GALA W/ BELL BUTTONS(set)	P 3,930.00
2. DUTY BLUE W/BELT (Upper only)	790.00

In any of the following schedules:

- a. Cash, manager's check or cashier's check – bond equivalent to TEN percent (10%) of the total contract price;
- b. Surety bond – bond equivalent to THIRTY percent (30%) of the total contract price.

7. The Academy reserves the right to increase or decrease the quantity of the items, it may order, depending upon and as necessitated by the Midshipmen's requirement.
8. That any increase in the delivery of the Contractor shall be subject to the approval of the Academy.
9. The Contractor obliges itself to lower the contract price in the event of discovery that the price of aforesaid items are overpriced and that any overpayment it has received shall be refunded immediately to the Academy.
10. The Academy reserve the right to return to the Contractor any or all items delivered by the latter which do not conform to the specifications/standard set by the Academy or which are defective, damaged, or of poor quality, to include all items delivered beyond the agreed date or in any event of default.
11. This agreement shall be terminated on the following grounds:
 - a. refusal of the Academy to accept the delivery of orders without any justification thereof;
 - b. failure of the Contractor to deliver to the Academy the specified quality and quantity of the items ordered and described in this Agreement or failure to comply with its obligations hereunder.
12. The duration of this Agreement shall be for one (1) school year (2014-2015) unless earlier terminated on grounds contained in this agreement.
13. The Academy reserve the right to renew the contract of the Contractor at the same terms and conditions for another school year if the latter has satisfactorily fulfilled its obligations.
14. That any and all violation of the condition of this contract shall subject the guilty party to the payment of liquidated damages under RA 9184 aside from the cost of suit and attorney's fees.
15. The two parties hereby agrees that all legal actions arising out of this Agreement shall instituted in the Regional Trial Court (RTC)-Iba, Zambales.
16. This Memorandum of Agreement shall take effect on the date the Parties affix their signatures herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by both parties this _____ day of _____ 2014 at San Narciso, Zambales, Philippines.

By:


MR. JOHN RICHARD O IBARROLA


RADM RICHARD U RITUAL

SIGNED IN THE PRESENCE


Witness


Witness

ACKNOWLEDGEMENT

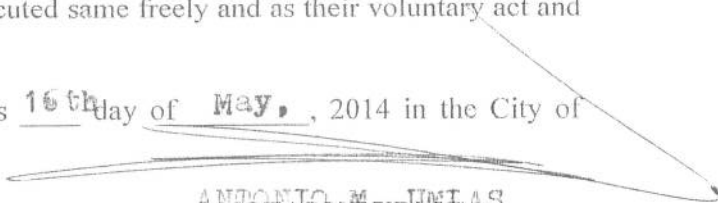
REPUBLIC OF THE PHILIPPINES)
Province/Municipality of Makati City) S. S.

SUBSCRIBED AND SWORN TO AND BEFORE ME, a Notary Public for and in
Makati City personally appeared this 16 day of May, 2014
exhibited to me his/her.

	CTC	Date/Place Issued
RADM RICHARD U RITUAL	16781099	Jan. 13, 2014
MR. JOHN RICHARD IBARROLA	<u>33764116</u>	<u>JAN 17, 2014</u>

Both known to me and to me known to be the person who executed the foregoing Memorandum of Agreement and they both acknowledged that having been duly authorized to enter into contract for and in behalf of PHILIPPINE MERCHANT MARINE ACADEMY AND GRANDEE TAILORING respectively, they executed same freely and as their voluntary act and deed.

WITNESS MY HAND AND SEAL this 16th day of May, 2014 in the City of Makati


ANTONIO M. UNLAS
NOTARY PUBLIC

Until December 31, 2014
PTR No. 1177271, Binangonan
1.07.14 TIN 115-222-543

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Series of 2014

Republic of the Philippines
PHILIPPINE MERCHANT MARINE ACADEMY
San Narciso, Zambales

NOTICE TO PROCEED

MR JOHN RICHARD O. IBARROLA
GRANDEE GARMENTS
421 4th St. San Isidro, Angono, Rizal
Region 4-A (Calabarzon)

Dear Mr Ibarrola:

The attached Contract Agreement therefore having been approved, notice is hereby given to **GRANDEE GARMENTS** that work may commence on **LOT B of Cadets Uniforms**, effective on May 15, 2014 and that the number of days allowable under this contract shall be counted from the date that work is started until the deliveries of awarded items on or before the 15th day of July, 2014.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to Philippine Merchant Marine Academy.

Very truly yours,


RADM RICHARD U RITUAL PMMA
Superintendent

I acknowledge receipt of this Notice on May 5 '14 (date of receipt)
MR. JOHN RICHARD IBARROLA
Authorized Signature: 