

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 -

A.D.LAWRENCE'S CO. INC., 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 1161 Sergio Loyola St. near cor. P. Campa, Sampaloc, Manila, herein represented by its owner / Manager, **MR. ALVINO V. DAYA**, 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 A UNIFORMS

QTY	ITEMS/DESCRIPTION
220	GOA BLACK&WHITE (1 SET)
440	GOA KHAKI (2 SETS)
440	SUMMER WHITE (2 SETS)

LOT C UNIFORMS

220	COVERALL
220	NEW UNIFORM (1 SET)

LOT D UNIFORM

220	PMMA JACKET (1 pc)
440	ATHLETIC UNIFORM (2 SETS)

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 220/440 for the following:

LOT A – Contract Price : Php 869,000.00

Description	Price
1. GOA BLACK&WHITE (1Set)	750.00
2. GOA KHAKI (2 sets)	1,700.00
3. SUMMER WHITE (2 sets)	1,500.00

LOT C- Contract Price : Php 517,000.00

- | | |
|----------------------|-----------|
| 1. COVERALL | P1,400.00 |
| 2. NEW UNIFORM (SET) | 950.00 |

LOT D – Contract Price: Php 363,000.00

- | | |
|-----------------------------|----------|
| 1. LIBERTY JACKET/COAT | P 750.00 |
| 2. ATHLETIC UNIFORM (2SETS) | 900.00 |

In any of the following schedules:

- a. Cash, manager's check or cashier's check – bond equivalent to FIVE percent (5%) 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. ALVINO V. DAYA

PHILIPPINE MERCHANT MARINE ACADEMY

RADM RICHARD U RITUAL, PMMA

SIGNED IN THE PRESENCE OF

_____ Witness

_____ Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Province/Municipality of MANILA) S. S.

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

	CTC	Date/ Place Issued
RADM RICHARD U RITUAL, PMMA	16781099	Jan. 13, 2014, SNZ
MR. ALVINO V. DAYA	<u>30287557</u>	<u>Jan. 14, 2014, MUJ</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 half of PHILIPPINE MERCHANT MARINE ACADEMY AND AD LAWRENCE CO. INC. respectively, they executed same freely and as their voluntary act and deed.

WITNESS MY HAND AND SEAL this MAY 28 day of 2014 in the City of MANILA.

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Page No. 81
Book No. 19
Series of 2014

ANTONIO G. MALONZO
NOTARY PUBLIC
88 NOTARY PUBLIC
PTR NO. 22323-1-1000-1014
COMMISSIONED BY THE COMMISSION ON NOTARIAL SERVICE OF THE PHILIPPINE MARINE ACADEMY
TIN NO. 11-187-050
MCLE COMPLIANT OCT. 26, 06
UNTIL DECEMBER 31, 2014

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

NOTICE OF AWARD

April 8, 2014

MR. ALVINO V. DAYA
AD LAWRENCE'S CO. INC.
1161 Sergio Loyola St. Near, Cor.
P. Campa, Sampaloc, Manila

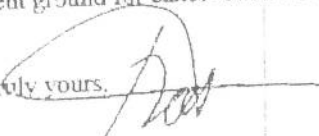
Dear Mr. Daya,

We are happy to notify you that your Bid dated March 27, 2014 for the execution of AD LAWRENCE'S CO. INC for the Contract Prices equivalent to and as corrected and modified in accordance with the Instruction to Bidders is hereby accepted for the following lots:


- LOT A - Eight Hundred Sixty Nine Thousand Pesos (Php 869,000.00)**
1. GOA BLACK & WHITE (1 set) - White Katrina Polo, Chambray P 750.00
(embroidered name at the back), Black Original Toray Pants
 2. GOA KHAKI (2sets) - working khaki wrinkle free, color navy khaki 1,700.00
Embroidered name at the back-upper only
 3. SUMMER WHITE (2 sets) white Asia Gabardine 1,500.00
(embroidered name at the back- upper only)
- LOT C- Five Hundred Seventeen Thousand Pesos (Php 517,000.00)**
1. COVERALL (1pc) color, emerald green 1,400.00
 2. NEW UNIFORM (1set) Lacoste, upper mat. with 950.00
necktie and cashmere wool for lower mat.
- LOT D- Three Hundred Sixty Three Thousand Pesos (Php 363,000.00)**
1. PMMA JACKET - mat. Michael Angelo, Black 750.00
 2. ATHLETIC UNIFORM (2sets) Dri Fit, Color Navy Blue 900.00
And white

You are hereby required to provide within ten (10) days the performance security in the form and the amount stipulated in the Instructions to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,


RADM RICHARD U RITUAL PMMA
Superintendent

CONFORME:


Mr. Alvino V. Daya
Date:

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

NOTICE TO PROCEED

MR ALVINO V. DAYA
AD LAWRENCE'S CO. INC.
1161 Sergio Loyola St. near cor.
P. Campa, Sampaloc, Manila

Dear Mr. Daya:

The attached Contract Agreement therefore having been approved, notice is hereby given to **AD LAWRENCE'S CO. INC.** that work may commence on **LOT A, C & D of Cadets Uniforms** on the following schedules:

- a. effective on 1st week of May, 2014 on the items to be used for the Oathtaking Ceremony,
- b. other items on the 3rd week of May, 2014,

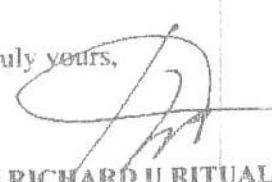
That the number of days allowable under this contract shall be counted from the date that work is started until the **deliveries** of awarded items as follows:

- a. Deliveries of items to be used for Oathtaking Ceremony is five (5) days before the said activity,
- b. Deliveries of other items will be on or before July 15, 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 _____ (date of receipt)
MR. ALVINO V DAYA
Authorized Signature: 