

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 -

**GIBSON'S SHOE FACTORY, 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 707 J.P Rizal St., Concepcion Marikina City, herein represented by its owner / Manager, **MR. ANTONIO E. ANDRES, SR.**, 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 required by the academy 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 required 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 E - SHOES AND BAGS**

| QTY | ITEMS/DESCRIPTION |
|-----|-------------------|
| 220 | COMBAT SHOES      |
| 220 | REGULATION SHOES  |
| 220 | DRESS SHOES       |
| 220 | SCHOOL BAG        |
| 220 | LIBERTY BAG       |

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 specification required 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 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 sets for the following:

**LOT E- Contract Price: Php 1,177,000.00**

| Description      | Price      |
|------------------|------------|
| COMBAT SHOES     | P 1,450.00 |
| REGULATION SHOES | 1,250.00   |
| DRESS SHOES      | 1,300.00   |
| SCHOOL BAG       | 600.00     |
| LIBERTY BAG      | 600.00     |

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 or ;
  - 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 required 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 15 MAY 2014 2014 at San Narciso, Zambales, Philippines.

PHILIPPINE MERCHANT MARINE ACADEMY

By:

  
MR. ANTONIO E. ANDRES SR

  
RADM RICHARD U RITUAL

SIGNED IN THE PRESENCE OF

\_\_\_\_\_  
Witness

  
Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF ZAMBALES ) S.S.  
MUNICIPALITY OF SAN NARCISO )  
**CITY OF MARIKINA**

SUBSCRIBED AND SWORN TO AND BEFORE ME , a Notary Public, for and in  
CITY OF MARIKINA personally appeared this 15 MAY 2014 day of \_\_\_\_\_ 2014  
exhibited to me his/her.

RADM RICHARD U RITUAL  
ANTONIO E. ANDRES SR.

CTC

Date/Place Issued

16781099

January 13, 2014

Both known to me and 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 GIBSON'S SHOE FACTORY, INC., respectively, they executed same freely and as their voluntary act and deed.

WITNESS MY HAND AND SEAL this 15 MAY 2014 day of \_\_\_\_\_, 2014 in the City of CITY OF MARIKINA

**ATTY. JASON ROBERT JOSEF**  
**NOTARY PUBLIC**  
Notarial Commission Appointment No. 15  
Notary Public for Marikina City  
Until December 31, 2014  
2<sup>nd</sup> Floor, JNC Building, Bayan-Bayunan Avenue  
Concepcion I, Marikina City  
Roll of Attorney No. 41334  
MCLE No. IV-0015322 / 04-02-13 / Pasig City  
PTR No. 5035690 / 01-29-14 / Marikina City  
IBP No. 960985 / 01-29-14 / Pasig City  
Tel. No. 956-53-45 / Cell. No. 0939-4677283

Doc. No. 431 :  
Page No. 88 :  
Book No. 12 :  
Series of 2014

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

**NOTICE TO PROCEED**

**MR ANTONIO E. ANDRES SR**  
**GIBSON'S SHOE FACTORY INC.**  
707 J.P.Rizal St. Conception, Marikina City

**Dear Mr. Andres:**

The attached Contract Agreement therefore having been approved, notice is hereby given to **GIBSON'S SHOE FACTORY INC.,** that work **may commence** on **LOT E 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 3<sup>rd</sup> 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 only.

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,

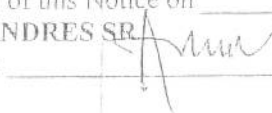


**RADM RICHARD U RITUAL PMMA**  
Superintendent

I acknowledge receipt of this Notice on \_\_\_\_\_ (date of receipt)

**MR. ANTONIO E ANDRES SR**

Authorized Signature: \_\_\_\_\_



MAY 6 2014