

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 -

JIMMY'S MILITARY CAP & GEN. MDSE., 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 258 Sta. Ana, Bulacan, Bulacan, herein represented by its owner/ Manager, **MR. JAIME E. PINEDA**, 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 specification 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 F – CADETS PARAPHERNALIA

QTY	ITEMS/DESCRIPTION
220	PERSHING CAP (SET)
220	OVERSEA CAP SEAL
220	GARRISON BUCKLE WITH SEAL
220	GARRISON BELT (4PCS)
220	OVERSEA CAP
220	CROSS BAND
220	GALA BUCKLE
220	COLLAR PIN
220	EXTRA KHAKI CLOTH


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 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/ 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 for the following:
LOT F – Contract Price: Php 702,768.00

Description	Price
PERSHING CAP (SET)	P 1,350.00
OVERSEA CAP SEAL	106.00
GARRISON BUCKLE W/ SEAL	180.20
GARRISON BELT	200.00
OVERSEA CAP	210.00
CROSS BAND	465.00
GALA BUCKLE WITH SEAL	233.20
COLLAR PIN	150.00
EXTRA KHAKI CLOTH	300.00

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 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 reserves 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 27th day of May 2014 at San Narciso, Zambales, Philippines.
TALAGTAS, BULACAN

PHILIPPINE MERCHANT MARINE ACADEMY

By:

Jaime E. Pineda
MR. JAIME E. PINEDA

RADM RICHARD U RITUAL
RADM RICHARD U RITUAL

SIGNED IN THE PRESENCE OF

Witness

[Signature]
Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Province/Municipality of BULACAN)

S. S.

SUBSCRIBED AND SWORN TO AND BEFORE ME, a Notary Public for and in
BALAGTAS, BULACAN personally appeared this 27th day of May 2014
exhibited to me his/her.

	CTC	Date/Place Issued
RADM RICHARD U RITUAL	16781099	Jan. 13, 2014
MR. JAIME E. PINEDA	<u>24935759</u>	<u>Jan. 4, 2014</u>

Both known to me and known to be the person who executed the forgoing 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 JIMMY'S MILITARY CAPS & GEN. MDSE. Respectively, they executed same freely and as their voluntary act and deed.

WITNESS MY HAND AND SEAL this 27th day of May 2014 in the City of BALAGTAS, BULACAN

NOTARY PUBLIC

[Signature]
FRANCISCA P. DELA ROSA
NOTARY PUBLIC
UNTIL JAN. 31, 2014
PTR NO. 1092441
IBP NO. Balagtas, Bulacan
ATTY'S ROLL NO. 31768

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

NOTICE TO PROCEED

MR JAIME E PINEDA
JIMMY'S MILITARY CAPS & GEN. MDSE.
258 Sta. Ana, Bulacan, Bulacan

Dear Mr Pineda:

The attached Contract Agreement therefore having been approved, notice is hereby given to **JIMMY'S MILITARY CAPS & GEN. MDSE.** that work may commence on **LOT F 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 the 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 April 28, 2014 (date of receipt)

MR. JIMMY E PINEDA
Authorized Signature: 