

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

MESS AND FOOD SUPPLIES

MEMORANDUM OF AGREEMENT

Know All Men By These Presents:

This Memorandum of Agreement, made and entered into by and between:

PHILIPPINE MERCHANT MARINE ACADEMY, with office and postal address at San Narciso, Zambales, Philippines, represented by its Superintendent, **RADM RICHARD U RITUAL**, hereinafter referred to as the Party of the First Part;

- and -

MAJOL TRADING, a business establishment organized and duly recognized under the laws of the Republic of the Philippines, with office and postal address at **Ernyzyl Subd., Antipolo, San Antonio, Zambales**, engaged in **Foodstuff Supplier** hereinafter referred to as the Party of the Second Part represented by **MR LUCILO MENDOZA**;

WITNESSETH, That:

WHEREAS, the Academy is mandated by law to undertake the training and development of merchant marine officers and other professional and skilled manpower in the fields of maritime service;

WHEREAS, the Academy has, among other aspects related to its existence and mandate, prescribed the criteria/ specifications required by the academy insofar as the food supplies for the midshipmen are concerned;

WHEREAS, the Academy manifested the need for such food supplies for the use of the midshipmen;

WHEREAS, after the bidding conducted by the Academy, the Foodstuff Supplier was determined to be the most qualified vis-à-vis the criteria/specifications required by the Academy;

NOW, THEREFORE,

On the basis of the foregoing premises, both Parties agree to the following terms and conditions, to wit;

1. The subject of this agreement shall be the delivery by the Foodstuff Supplier to the Academy of the following foodstuffs:

Name of Bidder: **MAJOL TRADING**
Ernyzyl Subd., Antipolo, San Antonio, Zambales

A. **LOT D – FISH (FRESH) Contract Price Php 1,016,640.00**

1. Bangus (Fresh),3pcs/k	161.00
2. Hasa-Hasa , 10pcs/k	150.00
3. Yellow Fin Tuna, 8pcs/k	165.00
4. Tilapia, cleaned, 6-7 pcs/k	120.00
5. Galunggong,10pcs/k	135.00
6. Fish Fillet (creame Dori)	250.00

B. LOT E – FISH (DRIED) Contract Price Php 544,200.00

1. Boneless Bangus 8 pcs/k	275.00
2. Tinapa, Galunggong, 14-15 ps/k	170.00
3. Tuyo –funsoy, Large 30-35 pcs/k	170.00

C. LOT F - GROCERIES – Contract Price Php 1,913,844.00

ITEMS/DESCRIPTION	UNIT PRICE
1. All Around Sarsa, 320g	33.00
2. All Purpose Cream, 250ml	53.00
3. All Purpose Dressing, 3.5L	560.00
4. All Purpose Flour, 25kg	1,190.00
5. Banana Catsup, 2kgs	94.00
6. Bihon 500g	45.00
7. Brown Sugar, 500g	2,200.00
8. Canton 450g	99.00
9. Cheeze spread 220g	82.00
10. Chicken Breadings, 238g	50.00
11. Coconut powder 50g/pack	34.00
12. Coffee Creamer, 200g	50.00
13. Coffee, 25g	25.50
14. Condensed Milk, 300ml	54.00
15. Coqing Oil, veg. oil net 17k	1,450.00
16. Corned beef, 260g	57.00
17. Cornstarch, 400g	51.00
18. Cream of Corn 1 kilo	482.00
19. Cream of Mushroom 1 kilo	482.00
20. Evaporated Milk 370ml	36.00
21. Fish Sauce, Special 1000ml	55.00
22. Fruit Coctail, 3062g	230.00
23. Iodized Salt, 25kg	550.00
24. Jumbo Fruit Juice 10sx250ml	86.50
25. Liquid Detergent, 50ml	16.00
26. Liver Spread, 230gms	43.50
27. Luncheon Meat, 350g	66.50
28. Macaroni Noodles, 1kg	104.00
29. Margarine, 1k	244.00
30. Misua 1 klo	110.00
31. MSG, Vetsin 100g	30.00
32. Peanut Butter 224g	83.00
33. Pineapple tidbits, 567g	60.00
34. Refined White Sugar, 50kg	2,450.00
35. Sandwich Spread, 220ml	
Tuna/chicken/ham/bacon	110.00
36. Sardines in tomato sauce, 155g (red)	16.50
37. Sotanghon 800g	105.00
38. Soy Sauce, 1000ml	45.00
39. Spaghetti 1kg	100.00
40. Tomato Sauce, 1kg	87.00
41. Tuna Flakes in Vegetable oil, 420g (asstd)	76.00
42. Vinegar, 1000ml	35.00

For six (6) months effective for the period of May 1, 2014 to October 31, 2014 meet the actual need for the above-mentioned items, food supplies, the specific date of such need to be communicated in writing by the Academy to the Foodstuff Supplier;

2. That the Academy shall provide a storage space for the food supplies delivered by the Foodstuff Supplier;

3. That the Foodstuff Supplier obligates itself to deliver to the Academy the food supplies subject of the Purchase Order as enumerated/described in paragraph 1 herein above, in the right quantity and quality and at the right time in accordance with the criteria/specification required by the Academy;
4. The Academy shall subject all food supplies contained in the contract and delivered by the Foodstuff Supplier, to inspection prior to acceptance thereof, all deliveries must be done during office hours only;
5. The Foodstuff Supplier obligates itself to ensure the availability and timely issuance of the herein above enumerated/described food supplies to the midshipmen, in accordance with the specifications prescribed by the Academy;
6. The Foodstuff Supplier obligates itself to post a Performance Bond based on the total amount of estimated contract awarded in accordance with the following schedule:
 - a.) Manager's Check or Cashier's Check;
Bond equivalent to five per centum (5%) of the total contract price; or
 - b.) Surety Bond:
Bond equivalent to thirty per centum (30%) of the total contract price
7. The Academy has/reserves the right to increase or decrease the number/quantity of items/food supplies, etc. it may order depending upon and as necessitated by its and the midshipmen's requirements;
8. The Academy has/reserves the right to cause or impose upon the Foodstuff Supplier to reduce its price(s) in the event or upon the discovery that the cost/price of the aforesaid items/food supplies are cheaper/lower in the open market (other shops, dealers, companies, etc.). Any price increase during the contract period shall be properly justified based on the prevailing market and economic situation;
9. The Academy has/reserves the right to return to the Foodstuff Supplier any or all items/food supplies 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 those items/food supplies delivered beyond the agreed delivery date or in any event of default;
10. This Agreement shall be revoked/terminated on the following grounds:
 - a) Refusal of the Academy to accept delivery of orders/items food supplies with justification thereof;
 - b) Failure of the Foodstuff Supplier to deliver to the Academy, the right quantity and quality of the items/food supplies ordered and described in the contract, or failure to comply with its obligations hereunder.
11. The duration of this Agreement shall be from **May 1, 2014 to October 31, 2014** unless earlier terminated/revoked on grounds contained in paragraph 10 preceding or elsewhere in this agreement.
12. 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.
13. The two parties hereby agrees that all legal actions arising out of this agreement shall instituted in the Regional Trial Court (RTC)- Iba, Zambales.
14. Instant Memo Agreement/Contract shall take effect on the date Parties affix their manual signatures hereon.



IN WITNESS WHEREOF, we have signed our names this 2 day of May, 2014 at San Narciso, Zambales, Philippines.


PHILIPPINE MERCHANT MARINE ACADEMY

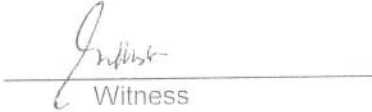
MAJOL TRADING


RADM RICHARD U RITUAL PMMA
Superintendent
(ACADEMY)


MR. LUCILO MENDOZA
Owner/Representative
(FOODSTUFF SUPPLIER)

SIGNED IN THE PRESENCE OF:


Witness


Witness

ACKNOWLEDGEMENT


REPUBLIC OF THE PHILIPPINES) s.s.
IN THE CITY OF _____

Personally appeared before me, a Notary Public for and in the City of _____

	Valid I.D. No.	Validity Period
RADM RICHARD U RITUAL	PMMA ID NO. 1041	until 2016
MR. LUCILO MENDOZA	009-80-034366	11/30/2014

both known to me and known to be the persons 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 MAJOL TRADING respectively, they executed same freely and as their voluntary act and deed.

WITNESS MY HAND AND SEAL this 2 day of May 2014 in the Municipality of 1ba province of Zambales


WILFREDO PAUL D. BANGSAN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2014
PTR NO. 6625913
CABANGAN, ZAMBALES
TIN NO. 100-048-032

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

NOTICE OF AWARD

April 30, 2014

MR LUCILO L MENDOZA
MAJOL TRADING
Ermysyl Subd. Brgy. Anfipolo
San Antonio, Zambales


Dear Mr. Mendoza,

We are happy to notify you that your Bid dated April 23, 2014 for the execution of MAJOL TRADING 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:

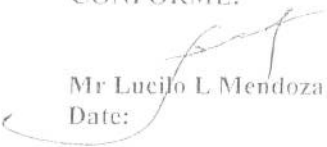
- a. LOT D- FISH (FRESH)
 - One Million Sixteen Thousand Six Hundred Forty Pesos
 - Php 1,016,640.00
- b. LOT E- DRIED FISH
 - Five Hundred Forty Four Thousand Two Hundred Pesos
 - Php 544,200.00
- c. LOT F - GROCERIES
 - One Million Eight Hundred Seventy Nine Thousand Thirty Two Pesos
 - Php 1,913,844.00

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 Lucilo L Mendoza
Date: