

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** entered into this ____ day of JUN 2019, by and between:

NATIONAL PRINTING OFFICE, a government instrumentality created and existing by virtue of Executive Order No. 285, with principal office address at EDSA corner NPO Road, Diliman, Quezon City, as represented by its Director **FRANCISCO V. VALES, JR.**, hereinafter referred to as the **NPO**;

-and-

MARITIME INDUSTRY AUTHORITY, a government agency created and existing by virtue of Presidential Decree No. 474, with principal office address at Bonifacio Drive corner 20th Street, Port Area, Manila as represented by its Officer-In-Charge, VADM **NARCISO A VINGSON, JR.**, and hereinafter referred to as the **MARINA**.

WITNESSETH:

WHEREAS, the **MARINA** sought the assistance of NPO for the supply and delivery of two hundred forty thousand (240,000) pieces Seafarers Record Book (SRB) for the MARINA Central Office and Regional Offices;

WHEREAS, **NPO** is willing and able to supply and deliver the two hundred forty thousand (240,000) pieces SRB for **MARINA**;

NOW THEREFORE, for and in consideration of the foregoing, the parties hereto agree to perform and abide by the following terms and conditions, to wit:

- I. **COVERAGE**: The **MARINA** shall procure exclusively from the **NPO** its two hundred forty thousand (240,000) pieces SRB for MARINA requirements and within which the NPO shall supply and deliver amounting to **Fifty Seven Million Five Hundred Eleven Thousand Two Hundred Pesos (PhP57,511,200.00)**;
- II. **CONSIDERATION**: The total price of 240,000 pieces SRB shall amount to **Fifty Seven Million Five Hundred Eleven Thousand Two Hundred Pesos (PhP57,511,200.00)**. **MARINA** shall pay the **NPO** all billed charges, sales invoice, billing statements or statements of account;
- III. **SPECIFICATIONS**: The **NPO** shall prepare the **MARINA** approved specifications and designs of the SRB under the following terms and specifications:

A. DELIVERABLES

SEAFARER'S RECORD BOOK - in book type with front cover, inside front cover, 64 pages with Specifications listed below:

B. TECHNICAL SPECIFICATIONS

1. **SIZE:** 88 mm across X 125 mm down

2. PAPER

HIGH SECURITY PAPER

- The paper for the inside pages of the SRB is composed of paper with 100% cellulose and grammage of 92 g/m².
- The paper for the end pages (inner cover pages) of the SRB is composed of paper with 100 cotton + 50% cellulose and grammage of 120 g/m².
- The paper does not contain optical brighteners (dull, non-fluorescent).
- The paper allows for high resolution inkjet personalization and secure bonding characteristics with laminate foils.
- Watermarks all over consisting of patterns of dark dots or varying sizes on light backgrounds which creates an almost 3d effect.
- Invisible fibers in the papers, which become visible in bright color when exposed to ultraviolet light.
- Protection against chemical erasure.

3. WORKINGS

- Rainbow printing with integrated fluorescent UV index. The inner pages contain an invisible UV fluorescent page number from one page to the invisible numbering is transposed vertically by the height of one square. If the edge of a closed SRB is viewed under UV light, a steeped line becomes visible which can reveal substituted or missing pages
- With UV reactive mark. The security printing includes invisible imprints which become visible in bright colors under UV light
- With text and multiple watermark MARINA logo on each of the pages
- Laser perforated alphanumeric (1 alpha, 7 numeric) numbering of all inner pages (except data page) and numbering of all inner pages (except data page) and through back end page/ back cover

4. FINISHING

FRONT COVER:

- Made of 12 pt, high quality, heat resistant and environmentally friendly, cellulose based material with acrylic coating
- Tear proof
- Chemical, sweat and damp-resistant

- Full colour UV and heat resistant
- Gold foil embossing in luxor/alufin polyester quality 12N heat embossed

5. BINDING TECHNIQUE:

- Spine in sewn (interlocked sewing) on the centerfold (invisible UV red and blue)

6. SECURITY PRINTING PATTERNS:

- Modulated line structure or traditional relief/ guilloche design
- Rainbow printing
- Microlette / microtext
- Deliberate error
- Anti-copy
- Colour UV images on inside front cover (Republic of the Philippines' seal) and inside back cover (Republic of the Philippines' flag)

7. PACKAGING:

Packed in corrugated boxes of 500 booklets, grouped in 100 per bundle and contained in protective cellophane.

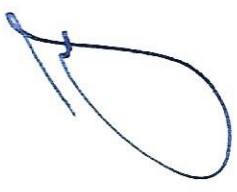

IV. UNDERTAKINGS OF THE PARTIES

A. NPO

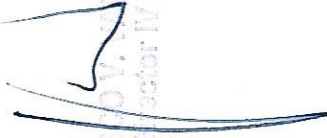

1. Deliver to MARINA Central Office the two hundred forty thousand (240,000) pieces SRB under the following schedule:


Delivery	Dates	Quantity
1 st Delivery	Two (2) months after receipt of Notice to Proceed	25% of the SRBs ordered
2 nd Delivery	One month after the first delivery	25% of the SRBs ordered
3 rd Delivery	One month after the second delivery	25% of the SRBs ordered
4 th Delivery	One month after the third delivery	25% of the SRBs ordered

2. In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposed;
3. Issue to MARINA the corresponding sales invoice, billing statement or statement of account on the day of delivery;


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4. To replace any defective SRB within seven (7) days upon receipt of the notification of defect, with the same quality and specifications at no cost to the **MARINA**;
 5. Pursuant to Section 62 of the Revised IRR of RA 9184, to undertake a warranty in an amount equivalent to one percent (1%) of every progress payment, for a minimum period of three (3) months or after consumption of the SRB, in order to assure that manufacturing defects shall be corrected and that on time delivery shall be effected. The said amount shall only be released after the lapse of the warranty period. Provided, however, that the SRB delivered are free from patent and latent defects and all the conditions imposed under this agreement have been fully met.

B. MARINA

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1. Pay the billed charges, sales invoice, billing statement of account within seven (7) working days after acceptance of the delivery;
 2. Warrant to the **NPO** that it has the requisite authority to enter into this Agreement, and is free and clear from any legal responsibility to any person, whether judicial or natural, to engage the services of the **NPO** for the supply and delivery of 240,000 pieces SRB;
 3. Reimburse the **NPO** for any cost of litigation, arbitration or other adversarial proceedings, including attorney's fees, as well as any damages that the **NPO** may incur in connection with, or in relation to the execution of this Agreement or the performance of its obligations thereunder.



V. STANDARD ARBITRATION CLAUSE. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, that cannot be acceptably negotiated by both parties shall be settled by arbitration in accordance with the rules of the "Alternative Dispute Resolution Act of 2004". Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



VI. VENUE OF ACTION: In case of litigation arising from or in connection with this Contract, the parties agree that the venue of action shall be at the proper court in the City of Manila only.

VII. MODIFICATION: Any changes, adjustments, modifications in the delivery schedule, it shall be mutually agreed upon by the Parties at least fifteen (15) days prior to the scheduled delivery

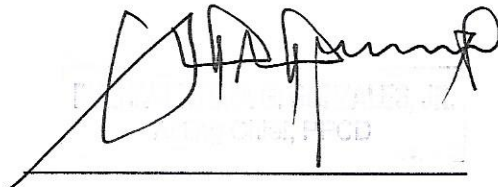


FRANCISCO V. VALES, JR.
Director IV 7
National Printing Office



VADM NARCISO A VINGSON JR
Officer-In-Charge
Office of the Administrator
Maritime Industry Authority

SIGNED IN THE PRESENCE OF:



ATTY. MARIA ROWENA B. HUBILLA
Director II



ATTY. MARIA ROWENA B. HUBILLA
Director II

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