

FRANCISCO V. VALES, JR.
Director IV

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** entered into this 06 SEP 2019 day of _____, 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 A. 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 printing and delivery of four hundred thousand (400,000) pieces Blank Security Paper for issuance of **MARINA** **STCWO's** Certificate of Competency (COC), Certificate of Endorsement (COE) and Certificate of Proficiency (COP);

WHEREAS, **NPO** is willing and able to print and deliver four hundred thousand (400,000) pieces Blank Security Paper for issuance of **MARINA** **STCWO's** COC, COE and COP;

WHEREAS, the procurement of Blank Security Paper is compliant with the Implementing Rules and Regulations of Republic Act (RA) 9184 or the Government Procurement Reform Act;

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** deliver four hundred thousand (400,000) pieces Blank Security Paper for issuance of **MARINA** **STCWO's** COC, COE and COP and within which the **NPO** shall print and deliver to **MARINA** the said Blank Security Paper amounting to **Thirteen Million Six Hundred Thousand Pesos (PhP13,600,000.00)**.
- II. **CONSIDERATION**: The total price of Blank Security Papers for **MARINA** shall amount to **Thirteen Million Six Hundred Thousand Pesos (PhP13,600,000.00)**. **MARINA** shall pay the **NPO** all billed charges, sales invoice, billing statements or statements of account.

BUENAVENTURA G. GONZALES, JR.
Acting Chief, PPCD

SAMUEL L. BATAIDA
METSS/OIC-Certification Division

NARCISO A VINGSON JR
OIC, Office of the Administrator

III. **SPECIFICATIONS:** The NPO shall prepare the MARINA approved specifications and designs of the Blank Security Papers under the following terms and specifications.

IV. **DELIVERABLES**

SPECIFICATION OF BLANK SECURITY PAPER FOR ISSUANCE OF COC/COE/COP:

Size	11-3/4" x 8-1/2"
Materials	Imported CBS1 Security Paper
Numbering	Pre-numbered, in the left lower side of the paper, clear text form, font color black
Security Feature	Four (4) colors-red/yellow/blue/black, with ultra violet (green), invisible planchettes and Microprint (line for the Administrator signature), MARINA logo watermark, zigzag watermark and single ply

V. **UNDERTAKINGS OF THE PARTIES**

A. **NPO**

a. To print and deliver four hundred thousand (400,000) pieces Blank Certificate Paper for issuance of MARINA STCWO's COC, COE and COP for FY 2019 on the following delivery schedule period pursuant to the MARINA approved Terms of Reference:

PERIODS OF DELIVERY

The following is the schedule of delivery:

Delivery	Dates
1 st Delivery- 50%	15 calendar days from receipt of the Notice to Proceed
2 nd Delivery- 25%	15 calendar days after 1 st delivery
3 rd Delivery- 25%	15 calendar days after 2 nd delivery

- b. 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;
- c. Deliver the four hundred thousand (400,000) pieces Blank Security Paper for issuance of MARINA STCWO's COC, COE and COP, as scheduled above, in wrapped parcels;
- d. Issue to MARINA the corresponding sales invoice, billing statement or statement of account for every delivery;

FRANCISCO V. VALES, JR.
Director IV

BIENAVENTURA G. GONZALES, JR.
Acting Chief, PPCD

SAMUEL L. BATAJALA
METSS/OIC-Certification Division

NARCISO AVINGSON JR
OIC, Office of the Administrator

- e. To replace any defective Blank Security Paper for the MARINA within seven (7) days upon receipt of the notification of defect, with the same quality and specifications at no cost to the MARINA;
- f. 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 Blank Security Paper for issuance of COC, COE and COP, in order to assure that manufacturing defects shall be corrected and that on time delivery shall be effected. The said amounts shall only be released after the lapse of the warranty period. Provided, however, that the 400,000 pieces Blank Security Paper for issuance COC, COE and COP delivered are free from patent and latent defects and all the conditions imposed under this agreement have been fully met;
- g. Reimburse the MARINA for any cost of litigation, arbitration or other adversarial proceedings, including attorney's fees, as well as any damages that the MARINA may incur in connection with, or in relation to the execution of this Agreement or the performance of its obligations thereunder.

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Director IV

B. MARINA

- a. Pay the billed charges, sales invoice, billing statement of account within seven (7) working days after acceptance of each progressive delivery;
- b. 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 four hundred thousand (400,000) pieces Blank Security Paper for issuance of STCWO's COC, COE and COP for FY 2019;
- c. 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.

BUENAVENTURA G. GONZALES, JR.
Acting Chief, PPCD

VI.

STANDARD ARBITRATION CLAUSE. Any controversy of 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". Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

VII.

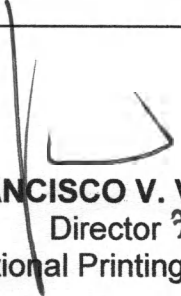
VENUE OF ACTION. In case of litigation arising from or in connection with the contract, the parties agree that the venue of action shall be at the proper court in the City of Manila only.

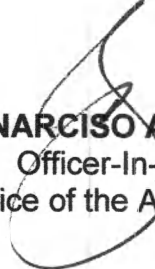
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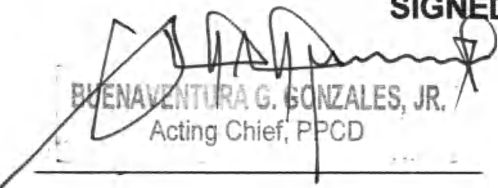
VIII. MODIFICATION: Any changes, adjustments, modifications, if there is any in the delivery schedule of four hundred thousand (400,000) pieces Blank Security Paper shall be mutually agreed upon by the Parties at least fifteen (15) days prior to the scheduled delivery.

IN WITNESS THEREOF, we have hereunto set our hands this 06 SEP 2019 day of _____ at Manila, Philippines.


FRANCISCO V. VALES, JR.
Director †
National Printing Office


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

SIGNED IN THE PRESENCE OF:


BUENAVENTURA G. GONZALES, JR.
Acting Chief, PPCD


SAMUEL L. BATALLA
METSS/OIC-Certification Division

ACKNOWLEDGEMENT

**REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.**

BEFORE ME, a Notary Public, for and in the City of Manila, personally came and appeared:

- 1. **FRANCISCO V. VALES, JR.**
- 2. **VADM NARCISO A VINGSON JR**

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and of the corporation/agency they each represent.

This instrument pertain to a Memorandum of Agreement for the printing and delivery of two hundred forty thousand (400,000) pieces Blank Security Paper and consists of five (5) pages including this page where the acknowledgment is written, signed by the herein parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place abovementioned.

[Signature]
ATTY. CLIFF RICHARD E. GENESELA
 NOTARY PUBLIC CITY OF MANILA / ROLL NO. 49006
 Commission No. 2078-079 Issued on Feb 28, 2018 Until Dec. 31, 2019 / Manila
 PTR No. 8011405 Issued on Dec. 28, 2018 Until Dec. 31, 2019 / Manila
 IBP No. 056806 Issued on Dec. 28, 2018 Until Dec. 31, 2019
 MCL E No. VI-0022302 Issued on April 4, 2019
 Office Add: Rm 205, NPC Building Magallanes Drive, Intramuros, Manila

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 SERIES OF 2019

[Signature]
FRANCISCO V. VALES, JR.
 Director IV

[Signature]
BUE NAVENTURA G. GONZALES, JR.
 Acting Chief, PRCB

[Signature]
SAMUEL L. BATALLA
 METSS/OIC-Certification Division

[Signature]
NARCISO A VINGSON JR
 OIC, Office of the Administrator