

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** entered into this _____ day of DEC 30 2021, 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 NIA North Road Diliman, Quezon City, as represented by its Director IV **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 ROBERT A EMPEDRAD AFP (Ret)** and hereinafter referred to as the **MARINA**.

WITNESSETH:

WHEREAS, the MARINA sought the assistance of NPO for the printing and delivery of blank security paper consists of 1,732 pads Various Certificate (no prefix) and 68 pads CPC (with prefix) for issuance of various certificates and CPC for MARINA Central and Regional Offices;

WHEREAS, NPO is willing and able to print and deliver printing and delivery of blank security paper consists of 1,732 pads Various Certificate (no prefix) and 68 pads CPC (with prefix) for issuance of various certificates and CPC for MARINA Central and Regional Offices:

WHEREAS, the printing and delivery of blank security paper consists of 1,732 pads Various Certificate (no prefix) and 68 pads CPC (with prefix) for issuance of various certificates and CPC for MARINA Central and Regional Offices 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 the print and delivery of blank security paper for issuance of various certificates and CPC for MARINA Central and Regional Offices amounting to **Six Million Four Hundred Twelve Thousand Nine Hundred Thirty-Eight Pesos (P 6,412,938.00)**;
- II. **CONSIDERATION**: The total price of Blank Security Papers for MARINA shall amount to **Six Million Four Hundred Twelve Thousand Nine Hundred Thirty-Eight Pesos (P 6,412,938.00)**;

[Signature]

FRANCISCO VALES, JR.
Director IV

CHERYL F. JABADO, RN, MPA
Chief, PPCD

III. MARINA shall pay the NPO all billed charges, sales invoice, billing statements or statements of account.

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

SPECIFICATION OF BLANK SECURITY PAPER FOR VARIOUS CERTIFICATES (NO PREFIX)

Quantity	1,732 Pads
Size	8 ½ Inches X 13 Inch (Folio)
Materials	Imported CBS1 Security Paper
Numbering	Pre-numbered, at the lower right side of the paper, clear text from front color black
Paper Color	White
Others	Rainbow colors with ultra violet (yellow), watermark planchettes visible and invisible; Two (2) ply

SPECIFICATION OF BLANK SECURITY PAPER FOR CPC (WITH PREFIX)

Quantity	68 Pads
Size	8 ½ inches x 13 inch (Folio)
Materials	Imported CBS1 Security Paper
Numbering	Pre-numbered, at the lower right side of the paper, clear text from front color black
Paper Color	White
Other	Rainbow colors with ultra violet (yellow), watermark planchettes visible and invisible; Three (3) Ply

V. UNDERTAKINGS OF THE PARTIES

A. NPO

1. To print and deliver the of blank security paper consists of 1,732 pads Various Certificate (no prefix) and 68 pads CPC (with prefix) for issuance of various certificates and CPC for MARINA Central Office and Regional Offices:

a. Procurement of Blank Security Papers for MARINA Central Office and Regional Offices on the following delivery schedule period pursuant to the MARINA approved Terms of Reference:

PERIODS OF DELIVERY

Delivery	Dates
Full delivery	30 working days upon receipt of the Notice to Proceed (NTP).

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 Blank Security Paper consists of 1,732 pads Various Certificate (no prefix) and 68 pads CPC (with prefix) for issuance of various certificates and CPC for MARINA Central Office and Regional Offices, as scheduled above, in wrapped parcels;
- d. Issue to MARINA the corresponding sales invoice, billing statement or statement of account for every delivery;
- 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 consists of 1,732 pads Various Certificate (no prefix) and 68 pads CPC (with prefix) for issuance of various certificates and CPC for MARINA Central Office and Regional Offices, 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 Blank Security Papers 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.

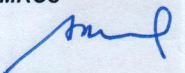
B. MARINA

- a. Pay the billed charges, sales invoice, billing statement of account within fifteen (15) days upon issuance of inspection and acceptance report;
- 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 printing and delivery of Blank Security Paper consists of 1,732 pads Various Certificate (no prefix) and 68 pads CPC (with prefix) for issuance of various certificates and CPC for MARINA Central Office and Regional Offices;

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". Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

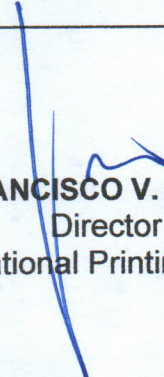
FRANCISCO VALES, JR.
Director IV

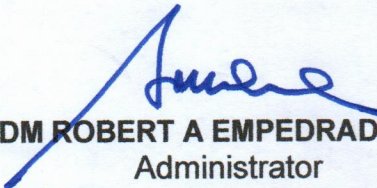
CHERYL F. SANCHEZ, RN, MPA
Chief, PPCD




- VII. **DATA PRIVACY.** The parties shall abide by and comply with the requirements and procedures on collection, processing and handling of Personal Data, if there is any, specifically enumerated under Republic Act 10173, otherwise known as the Data Privacy Act of 2012.
- VIII. **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.
- IX. **MODIFICATION.** Any changes, adjustments, modifications, if there is any in the delivery schedule of Blank Security Papers 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 DEC 29 2021 day of _____ at Manila, Philippines.


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


VADM ROBERT A EMPEDRAD AFP (Ret)
Administrator
Maritime Industry Authority

SIGNED IN THE PRESENCE OF:


CHERYL F. LAGACORN, MPA
Chief, PPCD


NENITA S. ATIENZA
Director II, Management Financial and
Administrative Service (MFAS)

ACKNOWLEDGEMENT

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

MANDALUYONG CITY

MANDALUYONG CITY

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

1. FRANCISCO V. VALES, JR. _____
2. VADM ROBERT A EMPEDRAD AFP (Ret) _____

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 Blank Security Papers 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 DEC 29 2021 at _____

MANDALUYONG CITY

DOC. NO. 519;
PAGE NO. 19;
BOOK NO. 72;
SERIES OF 2021

ATTY. GLADYS KAYE L. CHUA

NOTARY PUBLIC FOR MANDALUYONG CITY
APP. NO. 0522-20 UNTIL DECEMBER 31, 2021

ROLL OF ATTY NO. 66695

PTR No. 4578419/ JANUARY 4, 2021/ MANDALUYONG CITY
LIFETIME IBP NO 014902; JULY 04, 2018 - ZAMBASULTA CHAPTER
MCLE COMPLIANCE VI-0008902/APRIL 14, 2022
318 SHAW BLVD., BRG. HAGDAN BATO LIBIS
MANDALUYONG CITY, METRO MANILA