

**CONTRACT FOR THE SUPPLY AND DELIVERY OF SEAFARER'S IDENTITY
DOCUMENT (SID) CARD LAMINATES AND RIBBONS, AND CONSUMABLES
FOR PRINTERS OF SEAFARER'S RECORD BOOK (SRB) FOR 2022**

This **CONTRACT** is made and executed this NOV 30 2022 day of _____ 2022 at the City of Manila, Philippines, by and between:

the **MARITIME INDUSTRY AUTHORITY (MARINA)**, a government agency established under Presidential Decree No. 474 with principal office address at the MARINA Building, Bonifacio Drive cor. 20th Street, Port Area, Manila, represented herein by its **Administrator, Atty. HERNANI N. FABIA**, hereinafter referred to as the "**PROCURING ENTITY**";

-and-

FMC RESEARCH SOLUTIONS, INC. a private corporation established under existing laws of the Republic of the Philippines, with office address at No. 2, Ideal Street, Barangay Addition Hills, 1550 Mandaluyong City, Metro Manila, represented herein by its **President, MR. FAI T. CHUA**, hereinafter referred to as the **DIRECT SUPPLIER**.

WITNESSETH:

WHEREAS,

1. The **PROCURING ENTITY** is desirous to **procure SID Card Laminates and Ribbons, and Consumables for Printers of SRB for 2022** in accordance with Section 50(c) of Republic Act (RA) No. 9184 otherwise known as the "Government Procurement Reform Act" and its Revised Implementing Rules and Regulations (IRR);
2. Section 50(c) of RA 9184 provides that **Direct Contracting** may be resorted to for those goods sold by an exclusive dealer or manufacturer, which does not have sub-dealers selling at lower prices and for which *no suitable substitute can be obtained at more advantageous terms to the Government*;
3. Section 50, Rule XVI of the 2016 Revised IRR of RA 9184 provides that "Direct Contracting or single source procurement is a *method of procurement of goods that does not require elaborate Bidding Documents*. The supplier is simply asked to submit a price quotation or a pro-forma invoice together with the conditions of sale. The offer may be accepted immediately or after some negotiations;
4. Item V.A.2 of the 2016 Revised IRR of RA 9184 stipulates the following procedures:
 - 4.1. The Bids and Awards Committee (BAC) shall prepare the Request for Quotation (RFQ) or pro-forma invoice together with the terms and conditions of sale, and shall send the same to the identified direct supplier;

- 4.2. Simplified negotiations on the terms and conditions of the contract may be conducted by the BAC to ensure that the supplier is technically, legally and financially capable to deliver the goods at the most advantageous price and contract for the Government;
- 4.3. The BAC shall recommend to the Head of Procuring Entity (HOPE) the award of contract in favor of the supplier. Award of contract shall be made in accordance with Section IV(L) of this Guidelines;
5. The aforementioned procedures have been duly observed and complied with as stipulated under BAC Resolution No. 2022-105A, series of 2022;
6. Based on the said Resolution, the BAC resolved to approve and award the herein subject procurement to and in favor of the **DIRECT SUPPLIER**

NOW THEREFORE, for and in consideration of the foregoing premises, the parties herein have agreed and stipulated, as follows:

ARTICLE I. DEFINITION

1. The following words and phrases shall have the following meaning for the purpose of this Contract:
 - 1.1. **Contract** means this agreement entered into by and between PROCURING ENTITY and the DIRECT SUPPLIER;
 - 1.2. **Contract Price** means the price payable to the DIRECT SUPPLIER under this Contract for the full and proper performance of its contractual obligations herein stipulated;
 - 1.3. **Goods** means the supply and delivery of SID card laminates and ribbons and consumables for printers of SRB needed for the processing of personalized SID cards in accordance with the SID Convention (Revised), 2003 (No. 185) of the ILO and under Maritime Industry Authority (MARINA) Memorandum Circular (MC) No. MD-2019-01 in accordance with Executive Order (EO) No. 125, as amended by EO 125-A, respectively;
 - 1.4. **Notice to Proceed** is a written notice issued by the PROCURING ENTITY to the DIRECT SUPPLIER requiring the latter to commence work related to the supply and delivery of goods being procured not later than the specified date.

ARTICLE II. CONTRACT DOCUMENTS

1. The following documents shall be deemed to form and be read and construed as part of this Contract, to wit:
 - 1.1. Request for Quotation (RFQ) hereto attached as **Annex "A"**;
 - 1.2. Price Quotation dated 30 August 2022 from the Direct Supplier hereto attached as **Annex "B"**; and,

1.3. BAC Resolution No. 2022-105A, series of 2022 hereto attached as **Annex "C"**.

2. This Contract shall include all such incidental items, although not specifically mentioned herein, that can be reasonably inferred as being required and/or necessary for its completion as if such items were expressly mentioned herein.

ARTICLE III. SCOPE OF THE CONTRACT

This Contract covers the supply and delivery of **SID Card Laminates and Ribbons, and Consumables for Printers of SRB for 2022** needed for the processing of personalized SID cards and SRBs in accordance with MARINA Memorandum Circular No. MD-2019-01, with the specifications, as stated in this Contract, and broken down as follows:

Item Description	Unit Price (PHP) (per card basis)	Quantity (per card basis)	Total Item Cost
SID CARD LAMINATES & RIBBONS			
Secured SID Card Holographic & Clear Laminate, in rolls	26,500 / roll (53 / SID)	85 rolls (500/roll)	Php 2,252,500.00
SID Card Ribbon, in roll	14,875 / roll (35 / SID)	50 rolls (425/roll)	Php 743, 750.00
SRB PRINTER CONSUMABLES			
Ink Cartridge for Surys HiPrint P2000, Cartridge Cyan XL – 28 ml	9,350.00	65	607,750.00
Ink Cartridge for Surys HiPrint P2000, Cartridge Magenta XL – 28 ml	9,350.00	65	607,750.00
Ink Cartridge for Surys HiPrint P2000, Cartridge Yellow XL – 28 ml	9,350.00	65	607,750.00
Ink Cartridge for Surys HiPrint P2000, Cartridge Black XL – 28 ml	9,350.00	65	607,750.00
Printhead for Surys HiPrint P2000 Printhead B/Y SI1000 Pigm.	12,000.00	13	156,000.00
Printhead for Surys HiPrint P2000 Printhead C/M SI1000 Pigm.	12,000.00	13	156,000.00

Surys Laminate for Surys Hilam Passport Laminator (in roll format)	75.00	54,144	4,060,800.00
Licenses for Jura IPI & Jura Letter Screen++ Security Feature for SRB	10.00	54,144	541,440.00
Grand Total (VAT Inclusive):			Php 10,341,490.00

ARTICLE IV. SPECIFICATIONS

1. SID CARD LAMINATES

1.1. Secure holographic and clear laminates for SID Cards

1.1.1. The secure laminates must be produced by a reputable holographic security label manufacturer who is a bearer of valid certifications, to ensure the highest international recognition and security, as follows:

- ISO 14298 (Management for Security Printing Processes);
- International Hologram Manufacturer Association (IHMA) membership for not less than five (5) years.

1.1.2. The laminates must be compatible with the current SID Card Printers (Fargo DTC5500 LMX, Dual Side Printer with Two Material Lamination Module) and SID-SRB Personalization Software of the MDS, MARINA.

1.1.3. Must have dual side laminations with holographic gratings on the front side and clear laminate on the back.

1.1.4. Each laminate roll must include a pre-printed card inventory barcode compatible with the current MDS, MARINA SID-SRB Inventory and Personalization system.

1.1.5. Holographic laminates must also have the following security features:

1st Level Authentication

- ISO 14298 (Management for Security Printing Processes);
- Gradual Iridescent Morphing of the MARINA "rainbow" logo image;
- Colorful Diffractive Image of the PH emblem and text when tilted top/bottom;
- MARINA logo appears in bright achromatic color and shows positive to negative effect upon vertical tilt;

- The boat bar appears from top to middle view in white color, rendering a slight embossing effect;
- When laminate is tilted left to right and observed around top view, white diffractive lines show kinetic animation;
- When laminate is tilted left to right and observed around bottom view, diffractive lines show kinetic animation.

2nd Level Authentication

- At closer examination of the MARINA logo on the laminate, the vertical achromatic switch can be observed upon 180 degrees rotation;
- High diffractive micro-lettering elements, readable with a magnifier(x10).

3rd Level Authentication

- Very high-definition nano-texts pattern for forensic inspection
- (> x 100 microscope).

1.1.6. Roll configuration

- Quantity of patches per roll: 500 patches
- Foil width: 84.1 +/- 0.15 mm
- Final size hologram: 84.1 x 52.4 mm
- No Leader/ No Trailer

1.1.7. Laminate Packaging

Each set of clear and holographic roll of laminate must be sufficient for laminating not less than 500 SID Printed Cards and identified with labels, as defined below:

- Quantity of patches per roll: 500 patches
- Product name
- Article number
- Production Batch Number
- Date of manufacturing /shipping
- Quantity of laminates in the roll
- Barcode including batch number must be readable by the current inventory system of MDS, MARINA

1.1.8. Roll and Box Packaging

Each roll must be placed inside a sealed box with dimension of 11 x 7 x 7.5cm for protection against water or dust. Each box must have its

unique inventory barcode, readable by the current inventory system of MDS, MARINA.

1.1.9. Shelf / Storage Life –

The laminates must have a guaranteed shelf/storage life of not less than 12 months from the delivery date to MARINA and must be in its original packaging.

2. SID CARD PRINTER RIBBON

2.1. The SID card printer ribbon must work and be compatible with the current MDS, MARINA SID card printer and personalization system (Fargo DTC5500 LMX, Dual Side Printer with Two Material Lamination Module).

2.2. Each roll of SID card printer ribbon must be sufficient for printing not less than 425 SID Cards (back-to-back colored printing).

2.3. Ribbon Inventory Barcode –

Each roll of SID card printer ribbon must be identified with an inventory barcode which is pre-printed and compatible with the existing SID inventory and personalization system of MDS, MARINA.

2.4. Shelf / Storage Life –

The ribbons must have a guaranteed shelf/storage life of not less than 12 months from date of delivery to MARINA and must be in its original packaging.

3. SRB PRINTER CONSUMABLES

3.1. Ink Cartridges for Surys hiPrint P200

- 3.1.1. Surys HiPrint P2000 Cartridge Cyan XL – 28 ml
- 3.1.2. Surys HiPrint P2000 Cartridge Magenta XL – 28 ml
- 3.1.3. Surys HiPrint P2000 Cartridge Yellow XL – 28 ml
- 3.1.4. Surys HiPrint P2000 Cartridge Black XL – 28 ml

3.2. Printhead for Surys HiPrint P2000

- 3.2.1. Surys HiPrint P2000 Printhead B/Y SI1000 Pigm.
- 3.2.2. Surys HiPrint P2000 Printhead C/M SI1000 Pigm.

3.3. Surys Laminate for Surys Hila Passport Laminator (in roll format)

- 3.3.1. Secure Surys Laminate for SRB
 - Wide Angle Iridescent Animation
 - High Diffractive Colors
 - Vertical Achromatic Switch
 - 3D Object
 - Achromatic Switch

- Kinetic White Animation
- Kinetic Iridescent Animation
- Low Reflective Area (Bi-Matt effect)
- White Micro Photo
- Alphagram

3.4. Licensee Jura IPI & Jura Letter Screen++ Security Feature for SRB

ARTICLE V. DELIVERABLES

The DIRECT SUPPLIER hereby commits to supply and deliver the goods stated in Article II and based on the specifications stipulated in this Contract.

ARTICLE VI. TERMS AND CONDITIONS

1. The Direct Supplier must meet the specifications and description as prescribed in this Contract.
2. The price quotation submitted by the supplier shall be considered as fixed prices and not subject to price escalation during contract implementation.
3. Payment shall be made in accordance with the terms as specified in this Contract.
4. Deliveries shall be subject to inspection and acceptance by end user in coordination with the General Services Division (GSD) of the Management, Finance and Administrative Service (MFAS), MARINA.
5. The Direct Supplier shall provide a warranty period of twelve (12) months for the replacement of any defective item at no cost to MARINA, reckoned from the date of delivery of such consumables.
6. A warranty security or retention money in an amount equivalent to one percent (1%) of every progress payment pursuant to Section 62 of the Revised IRR of RA 9184 shall be required from the contract awardee for a period of three (3) months after the date of acceptance of deliverables by the end-user, in order to assure that any manufacturing defects shall be corrected by the supplier.

ARTICLE VI. PERIOD OF DELIVERY

The Direct Supplier commits to adhere to the following schedule of delivery:

Delivery	Period	Quantity of Goods
Full Delivery	Within four (4) months or 120 days after receipt of Notice to Proceed (NTP) Staggered deliveries are allowed within the prescribed period.	<ul style="list-style-type: none">• SID Card Laminates & Ribbons<ul style="list-style-type: none">- 85 rolls of Secured SID Card Holographic & Clear Laminates- 50 rolls of SID Card Ribbon• SRB Printer Consumables<ol style="list-style-type: none">1. Ink Cartridge for Surys HiPrint P2000<ul style="list-style-type: none">- 65 pcs of Cyan XL – 28 ml- 65 pcs of Magenta XL – 28 ml- 65 pcs of Yellow XL – 28 ml- 65 pcs of Black XL – 28 ml2. Printhead for Surys HiPrint P2000<ul style="list-style-type: none">- 13 pcs of Printhead B/Y SI1000 Pigm.- 13 pcs Printhead C/M SI1000 Pigm.3. Surys Laminate for Surys Hilaam Passport Laminator (in roll format) for 54,144 SRBs4. Licenses for Jura IPI & Jura Letter Screen++ Security Feature for 54,144 SRBs

ARTICLE VI. CONTRACT PRICE

For and in consideration of the supply and satisfactory delivery of the goods mentioned in this Contract and the acceptance thereof, the PROCURING ENTITY shall pay the DIRECT SUPPLIER the agreed Contract Price with a total amount of **Ten Million Three Hundred Forty-One Thousand Four Hundred Ninety Pesos (Php 10,341,490.00)** in Philippine currency at the times and in the manner as prescribed in this Contract. It is understood that all applicable taxes, including Documentary Stamp Tax (DST), if any, shall be borne by the DIRECT SUPPLIER.

ARTICLE VI. TERMS OF PAYMENT

Progress payment shall be made thirty (30) days from the date of delivery and acceptance of the goods by MARINA.

ARTICLE VI. EFFECTIVITY

This Contract shall take effect upon receipt of the **Notice to Proceed** by the DIRECT SUPPLIER or the effectivity date stated therein whichever comes later. Performance of all obligations and undertakings under this Contract shall be reckoned from the effectivity date of this Contract.


IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**MARITIME INDUSTRY
AUTHORITY**




Atty. **HERNANI N. FABIA**
Administrator

**FMC RESEARCH
SOLUTIONS, INC.**




MR. FAI T. CHUA
President

SIGNED IN THE PRESENCE OF:



John E. Guardaya



HAZEL D. VALENZUELA


CERTIFICATION OF FUNDS AVAILABILITY

I hereby certify that in accordance with Section 86, PD 1445:

1. Funds amounting to **Ten Million Three Hundred Forty-One Thousand Four Hundred Ninety Pesos (Php 10,341,490.00)** in Philippine currency **have been duly appropriated** for the purpose of the **Contract for the Supply and Delivery of SID Card Laminates and Ribbons, and Consumables for Printers of SRB for 2022**; and
2. The amount necessary to cover the proposed contract for the current fiscal year is available for expenditure on account thereof.



ATTY. MARIVIC S. RAMOS, CPA
Chief, Budget Division, MFAS



EDEN Z. EVANGELISTA
Chief Accountant, Accounting Division, MFAS

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

PASIG CITY) S.S.

At the above stated locality, on this _____ day of NOV 30 2022, 2022,
before me personally appeared:

Name	Competent Evidence of Identity	Date and Place Issued
Atty. HERNANI N. FABIA	MARINA ID # 100001	
MR. FAI T. CHUA	DRIVER'S LICENSE #N04-98-420347	

known to me to be the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary act and deed and those of the corporations herein represented.

Said instrument refers to a **Contract for the Supply and Delivery of SID Card Laminates and Ribbons, and Consumables for Printers of SRB for 2022** consisting of _____ () pages, including this page whereon the Acknowledgement is written, signed by the parties and their witnesses on the signature page hereof, initialed on every page and sealed with my notarial seal

WITNESS MY HAND AND SEAL.

ATTY. ROBERTO M. HERNANDEZ
NOTARY PUBLIC

Appointment No. 35 (2021-2022)
Cities of Pasig and San Juan
In the Municipality of Pateros, Metro Manila
Until December 31, 2022
IBP NO. 178938/01.05.2022/PPLM
PTR NO. 8122165/01.05.2022/Pasig City
Roll No. 25102/Page No. 521/Book No. II
MCLE No. VI-0021332/03.28.2019
3/F Tower B, Gold Loop Towers, One Gold Loop Square
Ortigas Center, Pasig City 1605

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Book No. II ;

Series of 2022 .