

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made and entered into this _____ day of _____, 2021, at the City of Manila, Philippines, by and between:

PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR), a government-owned-and-controlled-corporation, created and existing by virtue of Presidential Decree No. 1869, as amended, with office address at PAGCOR Corporate Office, New Coast Hotel, M.H. Del Pilar corner Pedro Gil Streets, Malate, Manila, represented in this act by its Chairman and Chief Executive Office, **ANDREA D. DOMINGO**, hereinafter referred to as **"PAGCOR"**;

and

NATIONAL FOOD AUTHORITY, a government instrumentality vested with corporate powers, created and existing under and by virtue of Presidential Decree No. 4, as amended, with office address at Visayas Avenue, Barangay Vasra, Diliman, Quezon City, represented in this act by its Administrator, **JUDY CAROL L. DANSAL**, hereinafter referred to as **"NFA"**;

Each referred to as a **"PARTY"** and collectively as the **"PARTIES"**;

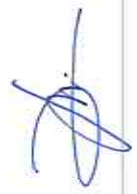
WITNESSETH:

WHEREAS, PAGCOR has a requirement for the Procurement of NFA Rice under ITB No. AA21-04-003COR;

WHEREAS, PAGCOR has resorted to Negotiated Procurement under Section 53.5 (Agency-to Agency) of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act;

WHEREAS, PAGCOR enters into this Agreement with **NFA**, subject to the terms and conditions hereunder stipulated;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereunder specified by these presents, the **PARTIES** hereby enter into this **Memorandum of Agreement (MOA)** under the following terms, conditions and stipulations:



Judy Carol L. Dansal
JUDY CAROL L. DANSAL
Administrator

Andrea D. Domingo
ANDREA D. DOMINGO
Chairman and Chief Executive Officer

1. **NFA** shall undertake to supply the **NFA Rice** to **PAGCOR** in accordance with technical specifications detailed as follows:

Item	Specifications	Unit of Measurement	Quantity
Well-milled Rice (WD1)	<ul style="list-style-type: none"> • Milled rice output of PD1 with milling degree of well-milled • Any variety (e.g. Sinandomeng, Dinorado or Long Grain) • Packaging: Fifty (50) kilos per sack 	Sack	4,000

2. The total contract price shall be in the amount of **Five Million Pesos (Php5,000,000.00)**, VAT Exclusive, Zero-Rated Transaction.

PAGCOR and **NFA** agree that the contract price already includes all applicable taxes, fees and charges required by the government. **NFA** shall hold **PAGCOR** free from liability for any or all taxes arising out of this transaction.

The prices herein agreed shall be considered as fixed prices, and therefore not subject to price adjustment and escalation during contract implementation;

3. **PAGCOR** shall pay the total amount of **Five Million Pesos (Php5,000,000.00)**, VAT exclusive, Zero-Rated Transaction.

Payment shall be made within seven (7) calendar days upon withdrawal of rice and submission of complete documentary requirements for payment. No succeeding rice purchases shall be facilitated by the **NFA** unless the volume of stocks withdrawn is already paid. Furthermore, **PAGCOR** shall be liable for legal interest for unpaid withdrawals without need of demand;

4. **NFA** shall supply the goods based on the following pick-up schedule:

Period	Quantity	Schedule
First (1 st) pick-up	One Thousand (1,000) Sacks	Within three (3) calendar days from the receipt of the Notice to Proceed (NTP) or upon end-user's advise
Second (2 nd) pick-up	One Thousand (1,000) Sacks	Within six (6) calendar days from the receipt of the Notice to Proceed (NTP) or upon end-user's advise
Third (3 rd) pick-up	One Thousand (1,000) Sacks	Within nine (9) calendar days from the receipt of the Notice to Proceed (NTP) or upon end-user's advise
Fourth (4 th) pick-up	One Thousand (1,000) Sacks	Within twelve (12) calendar days from the receipt of the Notice to Proceed (NTP) or upon end-user's advise

For the purpose of **PAGCOR's** withdrawal of rice, its Chairman and Chief Executive Officer or her authorized representative shall submit a request for rice delivery to the **NFA** Central Office to be supported by an Authority to Withdraw, stating the volume / quantity of rice, the place of withdrawal and the person authorized to receive the stocks.

The **PAGCOR's** representative shall withdraw the rice from NFA within a period of Fifteen (15) days from the date of receipt of written notice / advice from the concerned NFA office that the stocks are ready for release.

Ensure that **PAGCOR's** authorized representative must always be present to receive the NFA rice based on the agreed rice delivery schedules and must present a valid Identification Card (ID) to the NFA in charge for validation. Only authorized **PAGCOR's** representative whose names were submitted to NFA shall receive the rice deliveries and sign the NFA's Warehouse Stock Issue (WSI).

In the event that withdrawal of stocks is not completed within the prescribed withdrawal period, **PAGCOR** shall be charged with a storage fee on the sixteenth (16th) calendar day to be computed based on the prevailing storage fee in the area per day of delay on the unwithdrawn volume.

The **NFA** will not engage in any subcontracting arrangement;

5. **NFA** shall complete the supply of the goods within the time agreed upon by both parties. Should **NFA** incur delay in its performance, it shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unsupplied portion for each day of delay. The maximum deduction shall be 10% of the contract price. Once the cumulative amount of liquidated damages reached 10% of the amount of the contract, **PAGCOR** shall have the option to rescind the **MOA**, without prejudice to other courses of action open to it.

In case **NFA** still fails to supply the goods after the lapse of fifteen (15) calendar days from the supposed date, **PAGCOR** shall have the option to terminate or rescind the agreement upon tending a written notice to **NFA**. In this regard, the termination of this Agreement shall be governed by the provisions of the Guidelines on Termination of Contracts (Annex I of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184);

6. In the event that there are facts and circumstances which may arise or are discovered which renders this agreement disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of either parties to terminate the same;
7. No terms or condition of this agreement shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party affected;
8. The rights or obligations under this **MOA** are of a personal nature and compliance thereof may not be assigned to another without the written consent of the other party. This **MOA** may not be assigned without the prior written notice consent of the other party;
9. This **MOA** constitutes the entire contract between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties, and understandings of the parties. No supplement, variation or amendment of this **MOA** shall be binding **UNLESS** executed in writing by the parties. No

JUDY CAROL L. DANSAL
Administrator

ANDREA D. DOMINGO
Chairman and Chief Executive Officer

waiver shall be binding UNLESS the same is in writing and signed by the party making the waiver;

10. The relationship between the parties shall be limited to the performance of the terms and conditions of this **MOA**. Nothing herein shall be construed to create a general partnership/agency/employer-employee or any other relationship between the parties, or to authorize any party to bind the other except as set forth in herein;
11. The parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any and all actions or suits between the parties relative to this **MOA**, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this **MOA** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **MOA** in its entirety or in part; and

12. **NFA** hereby warrant and represent that:

- a. The goods and specifications shall be as described in the **MOA**;
- b. It has good title to the goods described in the **MOA**, has full authority to sell and transfer the same, and that the items are sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description;
- c. It will fully defend, protect, indemnify, and hold **PAGCOR** harmless from any and all adverse claims that may be made by any party for the possession and / or the use of the goods; and
- d. The defective items found during inspection shall be replaced within three (3) calendar days upon receipt of the notice / advice from **PAGCOR**. **PAGCOR** shall identify the defective items and give notice / advice to **NFA** within three (3) calendar days upon delivery. Otherwise, failure to identify and give notice / advice to **NFA** of the defective items shall be considered a waiver thereof. Failure of **NFA** to replace the same within the same period shall make **NFA**, liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered item/s for each day of delay;

13. The agreement shall be effective for a period of one (1) year from the date of signing unless sooner terminated by one party for violation of the terms and conditions herein stipulated and provided a thirty (30) days prior written notice is given to the other party.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this _____ day of _____, 2021 at the City of Manila, Philippines.




JUDY CAROL L. DANSAL
Administrator


ANDREA D. DOMINGO
Chairman and Chief Executive Officer

PHILIPPINE AMUSEMENT AND GAMING CORPORATION

TIN No.: 033-000-887-972

NATIONAL FOOD AUTHORITY

TIN No.: 00 1031151

Represented by:

Represented by:



ANDREA D. DOMINGO
Chairman and Chief Executive Officer
TIN No.: 118-684-814



JUDY CAROL L. DANSAL
Administrator
TIN No.: 126-829-840

SIGNED IN THE PRESENCE OF:



Atty. Angelica Krystle L. Dansal


JUDY CAROL L. DANSAL
Administrator

ANDREA D. DOMINGO
Chairman and Chief Executive Officer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Manila) S.S.


BEFORE ME, a Notary Public for and in the City of Manila, on this day of AUG 16 2021 2021, personally appeared:

NAME	I.D. No.	Date of Issuance	Date of Expiry	Place of Issuance
ANDREA D. DOMINGO	Passport No. P7681573A	June 26, 2018	June 25, 2028	DFA-Manila
JUDY CAROL L. DANSAL	Senior Citizen ID No. 19883	January 03, 2013	-	City of Parañaque

known to me and known to be the same persons who executed the foregoing Memorandum of Agreement consisting of six (6) pages, and who acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the entity they are duly authorized to represent.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Doc. No. 317 ;
Page No. 65 ;
Book No. VII ;
Series of 2021.


EMMANUEL S. PULADO, JR.
 NOTARY PUBLIC
 FOR AND IN THE CITY OF MANILA
 8TH FLR, NEW WORLD MANILA BAY HOTEL & CASINO
 M.H. DEL PILAR ST. MALATE, MANILA
 COMM. NO. 2819-145/UNTIL DEC. 31, 2020 - EXTD. DEC. 2021
 ROLL NO. 71209/IBP MANILA CHAPTER
 MCLE COMPLIANCE NO. VI-0816494/UNTIL-4-14-2022
 PFR NO 8826739/VALID UNTIL - 12/31/2021


JUDY CAROL L. DANSAL
 Administrator


ANDREA D. DOMINGO
 Chairman and Chief Executive Officer