


MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into this ___ day of _____, 2020, 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 Executive Office, New World Manila Bay Hotel, M.H. Del Pilar cor. Pedro Gil Streets., Malate, Manila, represented in this act by its Chairman and Chief Executive Officer, **ANDREA D. DOMINGO**, hereinafter referred to as "**PAGCOR**";

- and -

 **NATIONAL FOOD AUTHORITY**, a government-owned-and-controlled-corporation, 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 Supply and Delivery of Corona Virus Disease 2019 (COVID-19) Relief Goods (Rice) under ITB No. AA20-03-003COR;

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:

1. **NFA** shall undertake to supply the COVID-19 Relief Goods (Rice) to **PAGCOR** in accordance with technical specifications detailed as follows:

Description		Quantity
Variety	Any variety (e.g. Sinandomeng, Dinorado or Long Grain)	Ten Thousand (10,000) Sacks
Packaging	Fifty (50) kilograms of rice per pack	

4¹

2. The total contract price shall be in the amount of **Twelve Million Five Hundred Thousand Pesos (Php12,500,000.00)**, 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 **Twelve Million Five Hundred Thousand Pesos (Php12,500,000.00)**, VAT Exclusive, Zero-Rated Transaction;

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

Period	Quantity	Schedule
First (1st)	Two Thousand (2,000) Sacks	Within three (3) calendar days from the signing and approval of the Memorandum of Agreement (MOA) or upon advise from the end-user
Second (2nd)	Two Thousand (2,000) Sacks	Within six (6) calendar days from the signing and approval of the MOA or upon advise from the end-user
Third (3rd)	Two Thousand (2,000) Sacks	Within nine (9) calendar days from the signing and approval of the MOA or upon advise from the end-user
Fourth (4th)	Two Thousand (2,000) Sacks	Within twelve (12) calendar days from the signing and approval of the MOA or upon advise from the end-user
Fifth (5th)	Two Thousand (2,000) Sacks	Within fifteen (15) calendar days from the signing and approval of the MOA or upon advise from the end-user

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 15 days from the date of receipt of written notice / advice from the concerned **NFA** office that the stocks are ready for release.

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 reaches 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 tendering 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 RA 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 conditions 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 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 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;
 - 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; and

e. **PAGCOR** accepts no liability for the damage of the goods during transit, risk and title will be deemed to have passed to **PAGCOR** only upon receipt and final acceptance of the goods.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this _____ day of _____, 2020 at the City of Manila, Philippines.

PHILIPPINE AMUSEMENT AND GAMING CORPORATION

TIN No.: 033-000-887-972

Represented by:

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

NATIONAL FOOD AUTHORITY

TIN No.: _____

Represented by:

Judy Carol L. Dansal
JUDY CAROL L. DANSAL
 Administrator
 TIN No. _____

Signed in the presence of:

Elsa Asuncion Lim
 Elsa Asuncion Lim

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 City of Manila, QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, on this day of **MAR 23 2020**, 2020, 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				

known to me and known to be the same person who executed the foregoing Memorandum of Agreement consisting of four (4) pages, and who acknowledged to me that the same is her own free and voluntary act and deed as well as the free and voluntary act and deed of the entity she is duly authorized to represent.

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

Doc. No. 446
 Page No. 11
 Book No. xxxxx
 Series of 2020.

[Signature]
 ATTY. _____ OKONEA
 UNTIL DEC. 31, 2020
 PTR NO. 78-111-4-10 Q.C
 ROLL NO. _____
 MCLE NO. _____ 16 4
 27C MALINGAP BLDG. MEMBER'S VILD
 QUEZON CITY