

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into by and between:

The **RIZAL PROVINCIAL GOVERNMENT**, a local government unit duly created and existing under the laws of the Republic of the Philippines, with principal address at Rizal Provincial Capitol Bldg., Circumferential Road cor. P. Oliveros St., Ynares Center Complex, Antipolo City, herein represented by its Governor, **HON. NINA RICCI A. YNARES**, duly authorized by virtue of Sangguniang Panlalawigan Resolution No. 355 series of 2026 hereinafter referred to as the "**PROCURING ENTITY**";

AND

NORTH GATE RICE MILL, duly registered with the Department of Agriculture, with principal office address at Victoria Road, Brgy. Lara, La Paz, Tarlac, represented herein by **ALDWIN MICHAEL R. MORADA**, of legal age, Filipino, and hereinafter referred to as the "**SUPPLIER**."

WITNESSETH THAT:

WHEREAS, the **PROCURING ENTITY** is committed to ensuring a steady supply of agricultural and fishery products;

WHEREAS, Republic Act No. 11321, otherwise known as "the Sagip-Saka Act," allows the **PROCURING ENTITY** to enter into a negotiated procurement to advance inclusive growth and empower the local farmers and Fisherfolk;

WHEREAS, consistent with the Sagip Saka Act, the **PROCURING ENTITY**, through the Secretariat of the Bids and Awards Committee (BAC), posted the negotiated procurement opportunities in the following:

- a. Farmers and Fisherfolk Enterprise Development Information System (FFEDIS);
- b. The official website of the PE;
- c. The bulletin board of the Rizal Provincial Government; and
- d. Philippine Government Electronic Procurement System (PhilGEPS)

WHEREAS, the **SUPPLIER** is duly registered with the Department of Agriculture;

WHEREAS, the **SUPPLIER** submitted its proposal to the **PROCURING ENTITY**;

WHEREAS, upon evaluation, the **PROCURING ENTITY**, guided by both the quality and price considerations, has decided to enter into a negotiated procurement with the **SUPPLIER**;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

I. SCOPE OF AGREEMENT

1. The **SUPPLIER** agrees to sell and deliver to the **PROCURING ENTITY** commercial rice in accordance with the requirements as provided in paragraph III (Delivery) of this Agreement;
2. For the delivery of the commercial rice, the **PROCURING ENTITY** undertakes to pay the **SUPPLIER** the amount provided in the subsequent provision.

II. PRICE

1. The total contract price is **ONE HUNDRED EIGHTY FOUR MILLION NINE HUNDRED TWENTY THOUSAND PESOS (PHP 184,920,000.00)** Philippine Currency;
2. Upon the commencement of this Agreement, the PROCURING ENTITY shall pay the SUPPLIER the amount of **ONE HUNDRED EIGHTY FOUR MILLION NINE HUNDRED TWENTY THOUSAND PESOS (PHP 184,920,000.00)**; and,

III. DELIVERY

1. The SUPPLIER shall deliver 268,000 sacks of commercial rice in accordance with the requirements in Annex "A," including the delivery schedule, time, and location;
2. The period of delivery shall be:
 - a. 1st Tranche Delivery (4th week of August) – 134,000 sacks of commercial rice; and,
 - b. 2nd Tranche Delivery (2nd week of October) – 134,000 sacks of commercial rice
3. The SUPPLIER shall ensure that each sack contains 10 kilos of commercial rice; and,
4. The SUPPLIER shall ensure that the commercial rice is sealed in a plastic sack with the necessary logo/s pursuant to DILG/DBM regulations.

IV. PAYMENT

The PROCURING ENTITY shall pay the SUPPLIER the amount of **NINETY TWO MILLION FOUR HUNDRED SIXTY THOUSAND PESOS (PHP 92,460,000.00)** after each completion of delivery for the 1st Tranche (4th week of August) and 2nd Tranche (2nd week of October).

V. WARRANTY

1. The SUPPLIER warrants that all commercial rice delivered under this Agreement is of good quality and fit for human consumption.
2. If any defect, spoilage, infestation, substandard quality is found upon inspection by the PROCURING ENTITY, the SUPPLIER shall replace the defective rice upon notice.
3. The SUPPLIER shall exclusively shoulder all costs for replacement, including the hauling, handling, and transport of all deliveries, even that of the rejected and replacement rice.

VI. GENERAL PROVISIONS

1. This MOA shall take effect upon signing by the parties and shall remain in force until the final delivery of the commercial rice or upon cancellation by the PROCURING ENTITY;
2. Any amendment or modification to this Agreement shall be made in writing and signed by both parties.

3. Annex "A" attached hereto shall be deemed to form part and made an integral part of this Agreement

VII. TERMINATION

Any breach thereof by any of the parties shall allow the injured party to terminate the agreement and demand payment for damages, costs, and expenses arising from the breach by such party of its obligations under this Agreement

VIII. SEPARABILITY

If any part of the Agreement is declared unenforceable or void, the rest of the Contract shall nevertheless remain in full force and effect. The invalidity of any one clause shall not affect the validity of the entire Agreement.

IX. DISPUTE AND VENUE

Any controversy or claim arising out of or relating to the interpretation or execution of this contract shall be settled amicably. Should these fail, any legal action or proceeding arising from this contract shall be filed exclusively with the proper courts of Antipolo City, Rizal, to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties hereunto have signed this deed this 24 day of AUG 2026, in Antipolo City, Rizal.

RIZAL PROVINCIAL GOVERNMENT

Procuring Entity

By:


HON. NINA RICCI A. YNARES
Governor

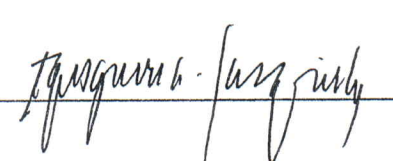
NORTH GATE RICE MILL

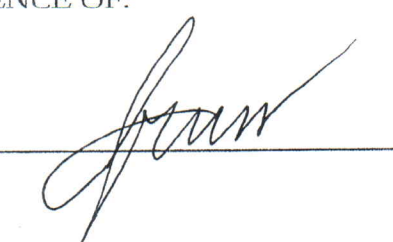
Supplier

By:


ALDWIN MICHAEL R. MORADA
Authorized Representative

SIGNED IN THE PRESENCE OF:





ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.
Antipolo City

BEFORE ME, a NOTARY PUBLIC for and in Antipolo City, personally appeared the following:

NAME/ENTITY	VALID ID PRESENTED	DATE/PLACE ISSUED
NINA RICCI A. YNARES	Passport P7689056 B	DFA NCR EAST - Sept. 25, 2021
ALDWIN MICHAEL R. MORADA	1714-07-005120	Sm north May 18, 2021

all known to me to be the same persons who executed the foregoing instrument and acknowledged that the same is their free and voluntary act and deed as well as the entity that they respectively represent. This instrument, consisting of four (4) pages, including this page wherein this acknowledgment is written, has been signed by the parties hereto and every page hereof.

WITNESS MY HAND AND SEAL, this 24 day of AUG 2026, in Antipolo City, Philippines.

Doc. No. 649
Page No. 90
Book No. 2:
Series of 2026.

ATTY. WILLIE G. PURISIMA
NOTARY PUBLIC
Notary Public for Cainta, Antipolo
UNTIL DECEMBER 31, 2026
ROLL No. 37906/Commission No. 26-21
PTR No. 25087930 A/01-05-2026/RIZAL
IBP No. 559000/11-14-2025/Rizal
MCLE Compliance No. VIII-0026883/2025-26