



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MIGUEL N. BAUTISTA
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. MANOLO S. GALVEZ JR.
City Councilor

HON. RICARDO F. UGALDE
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. HORACIO M. BRILLIANTES JR.
City Councilor

HON. RANDY C. FRANCISCO
City Councilor-ABC President

HON. PALM ANGEL S. BUNCIO
City Councilor-SK Federation President

Attested by:
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Noted:
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2026-955
Series of 2026

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND FOOD TERMINAL INCORPORATED REGARDING THE IMPLEMENTATION OF PHP20 RICE PROJECT THROUGH KADIWA CENTERS TO BE ESTABLISHED IN THE CITY OF BACOOR.

Sponsored by:

Hon. Simplicio G. Dominguez

Co-sponsored by:

Hon. Roberto L. Advincula, Hon. Miguel N. Bautista, Hon. Horacio M. Brillantes, Jr., Hon. Palm Angel S. Buncio, Hon. Catherine Sarino Evaristo, Hon. Randy C. Francisco, Hon. Manolo S. Galvez, Jr., Hon. Adriellito G. Gawaran, Hon. Reynaldo M. Fabian, Hon. Rogelio M. Nolasco, Hon. Levy M. Tela, and Hon. Ricardo F. Ugalde.

WHEREAS, on 24 February 2026, the Office of the City Mayor formally requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor to sign and enter into a Memorandum of Agreement (MOA) with the Food Terminal, Inc.(FTI) on behalf of the City Government of Bacoor;

WHEREAS, the Food Terminal Inc., is a government - owned and controlled corporation (GOCC) mandated to maintain and operate a general market for producers, manufacturers and farmers but not limited to the wholesale, buying, selling and dealing of groceries , provisions, foodstuffs, wares, vegetables, fruit, cereals, grains and other agricultural products as well as all other goods incidental to other operations of a general market including meat, poultry, fish, bakery products and related mercantile items;

WHEREAS, the Department of Agriculture (DA) has engaged the FTI in the implementation of the PhP20.00 Rice Project which is a component of the Rice-for-All (RFA) Program with the aim of further alleviating the financial burden of rice consumers;

WHEREAS, under the PhP20.00 Rice Project, the National Food Authority (NFA) and/or other eligible suppliers shall supply rice to the FTI, which shall , in turn, sell it at a subsidized price of PhP20.00 per kilogram through KADIWA Centers and participating Local Government Units (LGUs);





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City Councilor

[Signature]
HON. RANDY C. FRANCISCO
City Councilor-ABC President

[Signature]
HON. PALM ANGEL S. BUNCIO
City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Noted:

HON. STRIKE B. REVILLA
City Mayor



WHEREAS, the Office of the City Mayor presented a draft Memorandum of Agreement between the Food Terminal Inc. and the City Government of Bacoor to the Sangguniang Panlungsod for its review and consideration. The said Memorandum of Agreement shall be deemed an integral part of this Resolution as **Annex "A"**.

NOW THEREFORE, upon motion of Councilor Simplicio G. Dominguez, unanimously seconded by the council in special session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement between the City Government of Bacoor and the Food Terminal, Inc. relative to the implementation of Php20 Rice Project through Kadiwa Centers to be established in the City of Bacoor.

RESOLVED FINALLY, to furnish the Office of the City Mayor, the Food Terminal Inc., (FTI) the Department of Agriculture, and other government agencies concerned with copies of this resolution.

APPROVED this 26th day of February 2026 at the City of Bacoor, Cavite by the 6th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing resolution was duly passed in accordance with law by the Sangguniang Panlungsod of the City of Bacoor, Cavite on the 26th day of February 2026.

Certified :

[Signature]
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/ Presiding Officer

Attested:

[Signature]
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Noted:

[Signature]
HON. STRIKE B. REVILLA
City Mayor



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is entered into between:

The **FOOD TERMINAL INCORPORATED**, a government-owned and controlled corporation with its principal office located at 4th Floor, FTI Administration Building, Radian Street, Brgy. Western Bicutan, Taguig City, duly represented by its President and Chief Executive Officer, **JOSEPH RUDOLPH C. LO**, who is authorized for this purpose pursuant to Board Resolution No. 03-03-2025, hereto attached as Annex "A" (hereinafter referred to as "FTI");

- and -

The **CITY GOVERNMENT OF BACOR**, hereinafter referred to as "LGU", a local government unit with its principal office located at Bacor Government Center, Bayanan Road, Barangay Bayanan, City of Bacor, Province of Cavite, duly represented in this Agreement by its City Mayor, **STRIKE B. REVILLA**, who is authorized for this purpose pursuant to Sangguniang Panlungsod Resolution No. ____, series of _____, hereto attached as Annex "B" (hereinafter referred to as "LGU- BACOR");

each referred to as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the FTI is a government-owned and -controlled corporation (GOCC) mandated to maintain and operate a general market for producers, manufacturers, and farmers, encompassing, but not limited to, the wholesale buying, selling, trading, and dealing of groceries, provisions, foodstuffs, wares, vegetables, fruits, cereals, grains, and other agricultural products, as well as all other goods incidental to the operation of a general market, including meat, poultry, fish, bakery products, and related mercantile items;

WHEREAS, in line with the Letter of Instruction of the Department of Agriculture (DA) dated 24 April 2025, the DA has engaged the FTI in the implementation of the P20 Rice Project which is a component of the Rice-for-All (RFA) Program with the aim of further alleviating the financial burden of rice on consumers (Annex "C");

WHEREAS, under the P20 Rice Project, the National Food Authority (NFA) and/or other eligible suppliers shall supply rice to the FTI, which shall, in turn, sell it at a subsidized price of Php20.00 per kilogram through KADIWA Centers and participating Local Government Units (LGUs);

WHEREAS, pursuant to the policy of decentralization under the Local

Government Code of 1991 (Republic Act No. 7160), LGUs are recognized as effective partners of the national government in the attainment of development goals and the delivery of basic services to the public;

WHEREAS, in line with this mandate, the LGU is being engaged as a key partner in the implementation of the P20 Rice Project, particularly in the distribution of rice through the KADIWA Centers within its jurisdiction, to help ensure an accessible, affordable, and adequate supply of rice for its constituents, particularly those belonging to vulnerable sectors;

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

I. OBJECTIVES

This Agreement aims to achieve the following objectives:

1. To implement the P20 Rice Project in partnership with local government units, with the shared goal of improving access to affordable and sufficient rice for those in vulnerable and marginalized sectors;
2. To strengthen the role of the local government as an effective partner of the national government in achieving food security and social equity through the implementation of decentralized programs, in accordance with the Local Government Code of 1991;
3. To operationalize KADIWA Centers within the local government unit's jurisdiction as official distribution outlets for rice under the P20 Rice Project, ensuring efficient, transparent, and community-centered implementation.

II. OBLIGATIONS OF THE PARTIES

1. **PURCHASE OF RICE.** The FTI shall sell to the LGU, and the LGU shall purchase from the FTI, any or all of the following rice products, subject to their availability:

- a) **NFA P33 Rice (0-3 months old)** – offered to beneficiaries at a retail price of **P20.00 per kilogram**. FTI acquires the rice stocks from the National Food Authority (NFA) at **P33.00 per kilogram** and extends a subsidy of **P13.00 per kilogram**.

To illustrate the pricing agreement:

PARTICULARS	FTI SUBSIDY	LGU SUBSIDY	LGU ACQUISITION COST PER KG	LGU SELLING PRICE PER KG
NFA P33 RICE	P13.00	P0.00	P20.00	P20.00

- a) Should new rice varieties, pricing schemes, or subsidy arrangements be introduced and made available, the Parties may mutually agree on the inclusion and corresponding pricing thereof, and such offerings shall likewise be made available for sale, subject to availability and in accordance with applicable laws, rules, and regulations.

- b) The Parties agree that the sale of rice under this Agreement is undertaken solely for food security and social protection purposes, and that the donation of the rice is strictly prohibited.

2. DISTRIBUTION AND SELLING OF RICE. The LGU shall sell and distribute the rice as follows:

- a) **NFA P33 Rice** – through the KADIWA Centers within its jurisdiction, shall be distributed and sold at **P20.00 per kilogram**.

As a general rule, the rice stocks shall be made available **exclusively to the following:**

- a. Senior Citizens
- b. Solo Parents
- c. Persons with Disabilities (PWDs)
- d. Indigent Households (including 4Ps beneficiary)
- e. Farmers and Farm Workers
- f. Fisherfolks
- g. Jeepney Drivers
- h. Tricycle Drivers
- i. Minimum Wage Earners
- j. DepEd Teachers and non-teaching personnel; and
- k. Identified beneficiaries of the Department of Agriculture

3. ORDER REQUIREMENTS

3.1 The LGU shall issue to FTI a duly accomplished Purchase Order (PO), signed by its authorized officer or representative, specifying the quantity and variety of rice stocks to be purchased and the corresponding total amount, in accordance with the agreed pricing terms above.

3.2 The LGU shall attach to the PO a certified list of actual beneficiaries within its jurisdiction corresponding to the quantity and variety of rice stocks ordered.

4. WITHDRAWAL OF RICE

4.1.1 The LGU shall submit a Withdrawal of Stocks Request (WSR) to FTI for the withdrawal of rice stocks, stating the quantity and variety of rice stocks to be withdrawn, as indicated in the PO, and the name and contact details of the LGU's duly authorized representative/s who will handle the withdrawal and sign the necessary NFA documents for or on behalf of the LGU.

4.1.2 Upon receipt of the WSR, the FTI shall issue a Letter for Withdrawal (Annex "D") to the NFA-Central Office (CO), with a copy furnished the concerned LGU, requesting the release of the indicated stocks.

4.1.3 The NFA-CO, through the Operations Coordination Department (OCD), shall issue a memorandum authorizing the concerned NFA-Regional Office (RO)/Branch Office (BO) to release the stocks requested

by the LGU.

- 4.1.4 The concerned NFA-RO/BO shall adopt release strategies such as, but not limited to, bundling and tie-up schemes based on age of the available rice inventory.
- 4.1.5 The NFA-RO/BO, in coordination with the LGU's authorized representative/s, shall plan the withdrawal of rice stocks on a per schedule basis according to the proximity of the location of LGU to the NFA designated warehouses and availability of stocks in the area. The NFA-RO/BO shall accordingly inform the concerned LGU's representative/s of their schedules of withdrawal in writing (*Original Formal Notice*).
- 4.1.6 The LGU's authorized representative shall withdraw the rice stocks in accordance with the schedule stated in the Original Formal Notice. A grace period of seven (7) calendar days from the scheduled withdrawal date shall be granted to the LGU. If the LGU fails to complete the withdrawal of the rice stocks within the seven (7)-day grace period, the LGU shall be charged with a storage fee starting on the eighth (8th) calendar day. The storage fee shall be based on the prevailing storage rate in the area and calculated per day of delay on the unwithdrawn volume.
- 4.1.7 The withdrawal schedule may only be modified upon agreement by the parties and only if any of the following justifiable circumstances are present: (i) delays resulting from *force majeure* or acts of God; or (ii) other unforeseen and compelling circumstances beyond the reasonable control of either Party that may arise during the implementation of this measure.
- 4.1.8 Upon withdrawal, the LGU's authorized representative shall sign the Warehouse Stock Issue (WSI) to acknowledge the quantity, weight, and age of the rice inspected, withdrawn, and accepted. All copies of the WSI shall be stamped with "Received Rice Stocks in Good Quality & Exact Weight." The LGU's representative shall forward a copy of the stamped WSI to the FTI within three (3) working days following the withdrawal.
- 4.1.9 The quantity, weight, and age of stocks as inspected, withdrawn, and accepted by the LGU's authorized representative in the WSI shall be final and binding, thereby waiving any right on the part of the LGU to return the stocks based on quantity, weight, and age concerns.
- 4.1.10 The original copy of the WSI shall be retained at the issuing NFA-RO/BO for liquidation purposes. The LGU shall furnish the FTI with a copy of the WSI upon its receipt.
- 4.1.11 The withdrawal of stocks by the LGU's authorized representative/s from the designated/assigned NFA warehouse, including all incidental expenses thereto, shall be for the account of the concerned LGU.

4.1.12 All rice stock issuances under these guidelines shall be properly documented following the usual Warehouse Stock Documentation System of NFA.

5. PRODUCT RETURN

5.1 The LGU may return the rice stocks withdrawn solely on the basis of quality issues, namely, texture, odor, or presence of pests, and provided further that it notifies FTI within three (3) calendar days after withdrawal of the rice stocks.

5.2 The LGU shall submit the following requirements to support the return request:

- a) A detailed report outlining the rice stocks proposed subject for return, including a comprehensive description of the specific quality issues or defects identified; and
- b) Clear photographs of the rice stocks showing the reported concerns. These images will serve as supporting evidence for the return request and will be attached to the submission.

5.3 The LGU shall return the rice stocks within three (3) calendar days from the date of receipt of the notice approving the return request. Failure to return the rice stocks within the prescribed period shall result in the rice stocks being deemed sold, and the corresponding amount will be reflected in FTI's billing to the LGU.

5.4 The FTI shall coordinate with and promptly notify the concerned NFA-RO/BO regarding the return of the rice stocks to facilitate its immediate replacement.

6. STORAGE. The LGU shall be responsible for the proper storage, safekeeping, and security of all rice stocks from the time of withdrawal and/or delivery until sold. The LGU shall ensure the rice stocks remain in good condition, take all necessary measures to prevent losses or pilferage, and shall not be allowed to return any rice that has been improperly stored.

7. PAYMENT

7.1 The LGU shall pay the FTI for the rice supplied within fifteen (15) calendar days from withdrawal through FTI's designated account as communicated to the LGU.

7.2 Upon receipt of payment, the FTI shall issue a Collection Receipt (CR) to the LGU and keep proper transaction records for reporting and audit.

7.3 Any overdue accounts shall be subject to a 5% monthly penalty based on the total amount as stated in the Purchase Order.

7.4 If compliance cannot be met within the fifteen (15)-day period, the affected Party shall **notify Food Terminal Incorporated**

(FTI) in writing, clearly stating the reason for the delay. Any request for extension shall be subject to FTI's evaluation and approval, and the extension period, if granted, shall be reasonably determined by FTI.

8. REPLENISHMENT OF STOCKS

8.1 The DA, through the FTI, shall replenish the rice stocks of the LGU upon receipt of a Purchase Order (PO) for replenishment.

8.2 Failure to settle payment for the previously supplied rice within the prescribed period, or any breach of the terms and conditions of this Agreement, shall serve as valid grounds for FTI to deny any subsequent request for replenishment.

III. TERMS AND CONDITIONS

1. **Termination Clause:** This MOA may be terminated upon written agreement of the parties or maybe pre-terminated by the aggrieved Party for:
 - a. Fraudulent practices
 - b. Occurrence of force majeure where it becomes improbable for the parties to carry out their undertakings; and
 - c. Confravention of the tenor of the MOA by either or both parties.
 - d.

Termination shall require fifteen (15) calendar days' prior written notice, with opportunity to cure where practicable, except in cases of fraud or willful misconduct.

Any unpaid or unfulfilled obligations shall be duly settled by the Parties before this Agreement is terminated.

If the LGU has an existing or prior partnership with FTI, it shall not be eligible to participate in the rice program until all obligations from previous rice agreements have been fully settled and duly cleared by FTI.

2. Both parties agree to abide by all applicable laws, regulations, and guidelines, including procurement, in the implementation of this Agreement.
3. Any unwithdrawn allocation remaining after the termination of this Agreement, without need of further notice, shall revert to the NFA for buffer stocking or disposition in accordance with existing policies and regulations.
4. Any amendments to this Agreement shall be made in writing and signed by both parties.

IV. DISPUTE RESOLUTION

1. In case of any dispute or conflict of any kind whatsoever arising between the parties in connection with the interpretation or implementation of this Agreement, the

parties, through their authorized representatives, shall make every effort to resolve amicably such dispute or conflict by mutual consultation.

2. If after one hundred twenty (120) days from the date of the initial meeting (consultation) of their authorized representatives, the parties have failed to resolve their dispute, either Party may give notice to the other Party of its intention to party arbitration, in accordance with Republic Act No. 876 or the "Arbitration Law" and Republic Act No. 9285 or the "Alternative Dispute Resolution Act of 2004," in order to settle their dispute. No arbitration or other alternative mode of dispute resolution, in respect of this matter, may be commenced unless such notice is given.
3. The Arbitral Tribunal shall be composed of three arbitrators. Each Party shall select an arbitrator, and the two arbitrators thus selected shall choose the third arbitrator. The arbitrators selected shall choose among themselves who, among them, shall be the Chairman of the Arbitral Tribunal.
4. Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

V. MISCELLANEOUS PROVISIONS

1. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter hereof.
2. **Supersession Clause:** This Agreement supersedes all prior agreements whether written or verbal, between the Parties relating to the same subject matter. Any amendment or modification to this Agreement shall be valid only if made in writing and signed by the duly authorized representatives of both Parties.
3. **Severability:** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
4. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
5. **Transfer of Rights and Duties:** In the event of any reorganization or changes of any Party(ies), the rights and obligations of the Party(ies) obtaining under this MOA shall be transferred to the resulting agency, as appropriate.

VI. EFFECTIVITY AND DURATION

1. This Agreement shall become effective upon the signing thereof by the duly authorized representatives of the Parties and shall remain in full force and effect for the duration of the Program, unless earlier terminated in accordance with

the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, I hereby set my hand on _____ in _____.

FOOD TERMINAL INCORPORATED

By:

JOSEPH RUDOLPH C. LO
President and CEO

SIGNED IN THE PRESENCE OF:

ATTY. MARK CHRISTOPHER A. BABOR _____
Vice-President for Operations

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the _____ on _____ personally appeared and exhibited to me the indicated proof of identity:

NAME	GOVERNMENT- ISSUED ID	DATE & PLACE OF ISSUANCE
JOSEPH RUDOLPH C. LO		

known to me to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free act and deed, and that of the institution represented:

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

IN WITNESS WHEREOF, I hereby set my hand on _____ in _____.

CITY GOVERNMENT OF BACOR

By:

STRIKE B. REVILLA
City Mayor

SIGNED IN THE PRESENCE OF:

ROWENA BAUTISTA-MENDIOLA

ATTY. AIMEE S. TORREFRANCA-NERI

City Vice-Mayor

City Administrator

ACKNOWLEDGMENT

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CITY OF _____) S.S

BEFORE ME, a Notary Public for and in the _____ on _____ personally appeared and exhibited to me the indicated proof of identity:

NAME	GOVERNMENT- ISSUED ID	DATE & PLACE OF ISSUANCE
STRIKE B. REVILLA		

known to me to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free act and deed, and that of the institution represented.

NOTARY PUBLIC

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