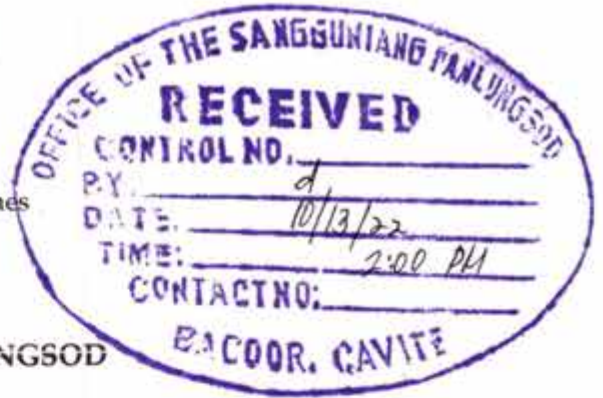




Republic of the Philippines
Province of Cavite
City of Bacoor

SANGGUNIANG PANLUNGSOD



COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
<i>Committee on Rules and Privileges. Laws and Ordinances.</i>		"REQUEST FOR APPROVAL OF A CITY RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE PAYMENT COLLECTION SERVICE AGREEMENT WITH CIS BAYAD CENTER, INC. FOR THE LEASE OF 4 SQUARE METER SPACE AT THE BACOR CITY HALL"	PCR-088-2022	
VENUE	Sangguniang Panlungsod Session Hall 2nd Floor, Bacoor Government Center		DATE/TIME	September 23, 2022 1:15 p.m.

COMMITTEE REPORT NO. CRPLO-POCR-088-2022

During the 12th Regular Session of the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite, held last September 19, 2022 at 10:30 a.m. held at the session hall of the Sangguniang Panlungsod of the City of Bacoor, Presiding Officer Hon. Rowena Bautista Mendiola referred the above-mentioned proposed measure to the Committee on Rules and Privileges, Laws and Ordinances.

A committee hearing was held last September 23, 2022 1:15 p.m at the session hall of the Sangguniang Panlungsod of the City of Bacoor presided by Hon. Reynaldo C. Palabrica, Committee Chairman on Rules and Privileges, Laws and Ordinances with its committee members and resource persons from CIS Bayad Center.

FINDINGS:

The CIS Bayad Center will establish effective and efficient practices and efficient turnaround of the delivery of government services and to provide easy and accessible payment options to Bacooreños.

RECOMMENDATION:


The Honorable Committee unanimously approved the above-mentioned subject.


WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this 23rd day of September 2022 at the City of Bacoor, Cavite.

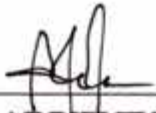


Republic of the Philippines
Province of Cavite
City of Bacoor


HON. REYNALDO D. PALABRICA
Chairman


HON. LEVY TELA
Vice Chairman


HON. ALEJANDRO GUTIERREZ
Member


HON. ADRIELITO GAWARAN
Member



Republic of the Philippines
Province of Cavite
City of Bacoor

SANGGUNIANG PANLUNGSOD

RECEIVED
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COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
<i>Committee on Rules and Privileges, Laws and Ordinances.</i>		"REQUEST FOR APPROVAL OF A CITY RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE PAYMENT COLLECTION SERVICE AGREEMENT WITH CIS BAYAD CENTER, INC. FOR THE LEASE OF 4 SQUARE METER SPACE AT THE BACOR CITY HALL"	PCR-088-2022	
VENUE	Sangguniang Panlungsod Session Hall 2nd Floor, Bacoor Government Center		DATE/TIME	September 23, 2022 1:15 p.m.

MINUTES OF COMMITTEE HEARING

1. The committee hearing was called to order at exactly 1:15 p.m. on September 23, 2022 held at the session hall of the Sangguniang Panlungsod of the City of Bacoor.
2. The committee hearing was presided by City Councilor Hon. Reynaldo C. Palabrica.
3. The Presiding Officer introduced to the resource persons the members of the committee on Rules and Privileges, Laws and Ordinances.
4. The Presiding Officer asked the resource persons to introduce themselves before the committee.
5. The Presiding Officer called the attention of Ms. Esther S. Cagula, Proprietress of Alaina Jem Business Center and Travel Services to enlighten the Honorable Committee regarding their request.
6. Ms. Esther S. Cagula narrated that Alaina Jem Business Center and Travel Services is a franchisee of CIS Bayad Center who intends of leasing a space within the Bacoor City Hall to continue the services the Bayad Center is currently offering.
7. The Presiding Officer asked Ms. Esther S. Cagula about the leasing rates and the branches of the Bayad Center in the City of Bacoor.
8. Ms. Esther S. Cagula replied that there are already four (4) branches of CIS Bayad Centers in the City of Bacoor. Futher said before the Honorable Committee that the leasing rates were already sent to them by Atty. Mendoza.
9. The Presiding Officer asked for the comments of the members of the Honorable Committee regarding the request.
10. City Councilor Hon. Levy Tela asked Ms. Esther S. Cagula the establishments the Bayad Center will cater.



Republic of the Philippines
Province of Cavite
City of Bacoor

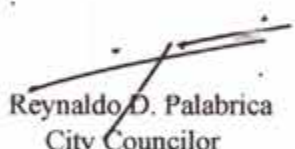
11. Ms. Esther S. Cagula replied that they are providing Bills Payments for Mercalco, PLDT, Maynilad customers, Money Remittance services, E-Wallet loading, Ticketing, Insurance Accident/Travel and others.
12. The Presiding Officer commented before all the people present that the CIS Bayad Center will be beneficial to Bacoorenos for providing them easy and accessible payment options. Further moved for the approval of request of the above-mentioned subject duly seconded by the members of the Honorable Committee.
13. There, being no matters to be discussed, Hon. Alejandro Gutierrez moved for the adjournment of the committee hearing, duly seconded by the majority of the committee members.
14. The committee hearing ended at exactly 1:30 p.m.

Prepared by:



Ronaldo M. Verona

Noted By



Reynaldo D. Palabrica
City Councilor



F.1 For First Reading: PCR-088-2022 - From the Office of the Mayor:

Request for approval of a city resolution authorizing the City Mayor to sign the Payment Collection Service Agreement with CIS Bayad Center, Inc. for the lease of 4-square meter space at the Bacoor City Hall.



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Mayor

September 13, 2022

HON. MICHAEL SOLIS
Acting City Vice Mayor
Bacoor Government Center
Bacoor, Cavite



THRU: **Atty. Khalid Atega Jr.**
Sangguniang Panlungsod Secretary

SUBJECT: **Request for Authority to Enter into and Sign the Payment Collection Service Agreement with CIS Bayad Center, Inc.**

Dear Hon. Solis:

The City Government of Bacoor under Republic Act No. 11032, also known as the Ease of Doing Business and Efficient Government Service Delivery Act of 2018 aims to establish effective practices and efficient turnaround of the delivery of government service through business one-stop shop for business and license permit application and renewal, tax payments, as well as to provide easy and accessible payment options to Bacooreños.

Attached herewith is a letter to the undersigned dated September 5, 2022 from Aliana Jem Business Center/Travel Services, notifying its intent to lease a space within the Bacoor Government Center and a draft of the Payment Collection Service Agreement from CIS Bayad Center, Inc. for your consideration.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate actions that will grant me the authority to enter into and sign the above-mentioned Payment Collection Service Agreement.

Respectfully yours,

CATHERINE S. EVARISTO
Acting City Mayor

Office of the Mayor **Strike & Revita**
Strike & Revita



5BR20220494



Address: Bacoor Government Center, Bacoor Blvd., Srptg. Bayanan, City of Bacoor, Cavite
Telephone: 454-1111 / Website: www.bacoor.gov.ph



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PAYMENT COLLECTION SERVICE AGREEMENT

This PAYMENT COLLECTION SERVICE AGREEMENT ("Agreement") is made and executed on _____ at Pasig City, Metro Manila by and between:

THE CITY GOVERNMENT OF BACOR, a public corporation/political subdivision duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office address at Bacoor Government Center, Molina Blvd., 4102 Bacoor, Cavite, represented herein by its **City Mayor, STRIKE B. REVILLA**, hereinafter referred to as "**BACOR LGU**";

and

CIS BAYAD CENTER, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal place of business at Business Solutions Center, Meralco Complex, Ortigas Avenue, 0300 Pasig City, and represented in this act by its **President and CEO, LAWRENCE Y. FERRER**, and its **Senior Vice President and Chief Commercial and Marketing Officer, DENNIS S. GATUSLAO** authorized for this purpose, hereinafter referred to as "**CBCI**".

BACOR LGU and **CBCI** may individually be referred to as a "Party" and collectively known as the "Parties".

WITNESSETH: That

WHEREAS, **BACOR LGU**, in compliance with **Republic Act No. 11032** or the **Ease of Doing Business and Efficient Government Service Delivery Act of 2018**, aims to establish effective practices and efficient turnaround of the delivery of government services through business one-stop-shop for business and license permit application and renewal, tax payments, as well as to provide easy and accessible payment options to its constituents (the "**Purpose**");

WHEREAS, Republic Act No. 8792, also known as the Electronic Commerce Act of 2000 ("**E-Commerce Act**"), promotes the universal use of electronic transactions in the government and general public;

WHEREAS, in line with the E-Commerce Act and Department of Trade and Industry and Department of Finance Joint Administrative Order No. 2 ("**DTI DOF JDAO No.2**"), **BACOR LGU** intends to bring about more efficient and effective payment and collection services for transacting constituents and amongst government offices through an electronic payment and collection system ("**EPCS**") allowing the government to better manage its financial resources, thereby improving its revenue generation capability;

WHEREAS, under DTI DOF JDAO No.2, **BACOR LGU**, as the government entity, shall designate and enter into a service agreement with an Electronic Payment Gateway

Payment Collection Services Agreement
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Provider ("EPGP") to receive and process electronic payments for fees, charges, assessments, and revenues due to a government entity;

WHEREAS, the E-Commerce Act and authorize **BACOR LGU**, as the government entity, to secure the services of an EPGP for the payment module of its online system to provide transacting clients additional payment options for their transactions with the government;

WHEREAS, **CBCI** offers payment collection services, different payment channels and payment facility to **BACOR LGU** thereby realizing the "**Purpose**";

WHEREAS, **BACOR LGU**, in order to work out the "**Purpose**", is availing the Services at no cost to provide more than 12,000 over-the-counter and online payment facility options nationwide for transacting constituents;

WHEREAS, **BACOR LGU** represents and warrants that it has secured all necessary consents and approvals to enter into this Agreement, particularly the consent and approval of its Sangguniang Panglungsod Resolution No. _____, Series of 2020 and that its execution of this Agreement is compliant with applicable laws and regulations,

NOW, THEREFORE, the Parties hereby agree as follows:-

1. DEFINITION OF TERMS

- 1.1 **Agreement** – refers to this Payment Collection Service Agreement.
- 1.2 **Application Programming Interface ("API")** – refers to a set of commands, functions and procedures that will link the CCS to the Biller System to enable **CBCI** and its Collection Associates to perform the Collection Services for **BACOR LGU**.
- 1.3 **Bayad Center Transaction Form**- refers to the Official Payment Form of **CBCI**, available at all Payment Collection Sites, and serves, upon machine validation by a Payment Collection Site, as the proof of payment or supporting document for each payment transaction.
- 1.4 **Biller System** - refers to the platform, portal or system being used by **BACOR LGU** that will be linked to the CCS through API.
- 1.5 **CBCI Collection System or CCS** - refers to **CBCI's** current automated payment facility, which includes all Information Technology systems and infrastructures being used by **CBCI** to perform the Collection Services.
- 1.6 **CBCI International Bills Payment Facility** – refers to **CBCI's** web-based payment facility especially designed for individuals overseas.
- 1.7 **CBCI Mobile Payment Facility** – refers to **CBCI's** mobile application payment facility.
- 1.8 **CBCI Online Payment Facility** – refers to the official internet portal of **CBCI**.



- 1.9 **CBCI Payment Platforms** – refers to **CBCI**'s payment facilities. These include the Payment Collection Sites, and other platforms of the Collection Associates, the **CBCI** Mobile Payment Facility, the **CBCI** Online Payment Facility, **CBCI** International Bills Payment Facility, automated payment machines, retail machines and the other **CBCI** Payment Platforms specified in Section 3 below
- 1.10 **Collection Associates** – refers to third-party individuals and entities with arrangements with **CBCI** for the collection of payments of **CBCI**'s Billers.
- 1.11 **Collection Services** – the collection and receipt of payments due the **BACOR LGU** from its Customers and the remittance by **CBCI** of the same to **BACOR LGU** in accordance with this Agreement.
- 1.12 **Completed Transactions** – refers to payments made by Customers that are reported and uploaded to and accepted by the CCS and reflected as completed or successful in the Daily Transaction Report. Completed Transactions are composed of (a) Valid Transactions and (b) transactions with customer or teller errors that were accepted by the CCS and the Biller System as completed ("Error 1")
- 1.13 **Customer** – refers to a customer or subscriber of **BACOR LGU** or to a person making bill payments on or behalf such customer or subscriber.
- 1.14 **Daily Transaction Report** – refers to the report sent daily by **CBCI** to **BACOR LGU** showing the transactions for a given Collection Date and the amount to be settled by **CBCI** on the Remittance Date
- 1.15 **Over-the-Counter Payment** – refers to the physical acceptance or cash payment through any of the Payment Collection Sites.
- 1.16 **Payment Collection Sites** – refers to branches or outlets of **CBCI** and those of the Collection Associates where the Collection Services are performed.
- 1.17 **Statement of Account** – refers to the billing notice issued by **BACOR LGU** to a Customer, which serves as the basis or supporting document for each payment transaction; also referred to as a "BILL". For digital **CBCI** Payment Platforms, this shall refer to the reference number generated from a Biller System that the Customer shall input in the **CBCI** Payment Platform.

2. EFFECTIVITY, TERM AND COVERAGE OF AGREEMENT

2.1 Effectivity and Term

This Agreement shall be effective for a term of three (3) years commencing on the date of signing by the Parties ("Effective Date") [the "Term"]. The Effective Date notwithstanding, **CBCI** shall not be obliged to perform the Collection Services until the successful and complete integration of the CCS with the Biller System.



Upon the expiration of the Term, the Agreement is automatically renewed for successive three (3) year-periods unless: (i) terminated by one Party by furnishing a written notice of such intent to terminate to the other Party at least thirty (30) days prior to the expiration; or (ii) terminated by one Party in accordance with Section 12 hereof.

2.2 Coverage of Implementation

2.2.1 This Agreement covers the provision of the Collection Services using the CCS at existing CBCI Payment Platforms, a list of which shall be provided to **BACOOR LGU** upon request, and the other CBCI Payment Platforms specified in Section 3 below.

2.2.2 This Agreement shall also cover the provision of the Services by Collection Associates existing upon execution hereof and new Collection Associates to be activated by **CBCI** thereafter. **CBCI** shall send a notice of activation of a new Collection Associate to **BACOOR LGU**. It is understood by the Parties that email notices shall be accepted as form of notice under this clause.

3. SCOPE OF SERVICE

CBCI shall accept payments for **BACOOR LGU** products and services through, but not limited to, the following **CBCI** Payment Platforms:

- 3.1 Over-the-Counter Payment through any of the Payment Collection Sites;
- 3.2 Online Bills Payment Facility;
- 3.3 Mobile Bills Payment Facility;
- 3.4 International Bills Payment Facility;
- 3.5 Payment through Automated Payment Machines, which are self-service kiosks deployed in various locations;
- 3.6 Payment through Retail Machines, which are portable mobile devices; and
- 3.7 Other platforms of the Collection Associates; and
- 3.8 Other **CBCI** Payment Platforms that **CBCI** may later allow.

CBCI shall have the right to determine which of the **CBCI** Payment Platforms above shall be activated for **BACOOR LGU**.

4. PAYMENT ACCEPTANCE POLICIES

- 4.1 **CBCI** and the Payment Collection Sites will accept payments from Customers, provided that such payments are accompanied by a Statement of Account or made using a duly accomplished Bayad Center Transaction Form or accompanied by a reference number issued by **BACOOR LGU**.

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- 4.1.1 **CBCI** and its Collection Associates are hereby authorized to receive payments from Customers of the following
- [REDACTED]
- 4.1.2 Acceptable Over-the-Counter Payments from the Customers shall be in the form of:
- [REDACTED]
- 4.1.3 The following shall not be acceptable Over-the-Counter Payments:
- [REDACTED]
- 4.1.4 Acceptable forms of payment for other CBCI Payment Platforms shall be specified in such platforms.
- 4.2 A Statement of Account or a Bayad Center Transaction Form validated (machine validation) by a Payment Collection Site shall constitute a prima facie proof of payment by a Customer. Proof of payments made in CBCI Payment Platforms other than Over-the-Counter Payment may be secured through the CBCI Payment Platform used.
- 4.3 **BACOR LGU** shall be responsible for the issuance of Official Receipts to Customers.

5. REMITTANCE OF COLLECTIONS

- 5.1 **CBCI** shall ensure that Completed Transactions are deposited to the following designated depository account of **BACOR LGU** on the First Banking Day following the date of actual collection or "Collection Date" (the "Remittance Date"):
- Account Name:
Account Number:
Account Type:
Bank Branch:
- (the "Designated Accounts").
- 5.2 A "Banking Day" means any day from Monday to Friday, on which commercial banks are generally open for transaction of business, excluding national holidays in the Philippines and local holidays in Pasig City.
- 5.3 The remittances made under this Section shall be subject to the rules attached hereto as **Annex "A"**.



- 5.4 Nothing herein shall prohibit **CBCI** from deducting from the amount due to **BACOOD LGU** any unpaid amounts and obligations of **BACOOD LGU**.
- 5.5 **CBCI** shall deduct from the amount due to **BACOOD LGU** any existing and future withholding taxes required by law.

6. REPORTING REQUIREMENTS

6.1 **CBCI** shall post all Completed Transactions to the CCS, and upload the Daily Transaction Report to Biller System, via File Transfer Protocol ("FTP") on a "push mode", not later than 8:00 AM of the next Banking Day following the Collection Date (the "Upload Date"). **BACOOD LGU** shall provide the FTP connection information to **CBCI**.

In case of the absence of an FTP connection, **CBCI** shall transmit the Daily Transaction Report via electronic mail using the email address/es:

In case of electronic transmission failure, **BACOOD LGU** shall determine the cause of transmission failure through the following contact person/s:

- 6.1 **CBCI** shall be excused from failure to send the Daily Transaction Report on the Upload Date when failure is due to the following reasons:
- 6.1.1 the Upload Date falls on a Saturday, Sunday or holiday, in which case, the Daily Transaction Report may be uploaded on the next Banking Day;
- 6.1.2 failure of **CBCI**'s internet connection when such failure was beyond **CBCI**'s control, in which case, **CBCI** shall send the Daily Transaction Report as soon as its internet connection is restored;
- 6.1.3 any justifiable cause, which includes, but not limited to equipment failure or hardware defect, network failure or power outage, or any disruption of communication facilities; or
- 6.1.4 any Force Majeure Event under Section 12 hereof, in which case, **CBCI** shall send the Daily Transaction Report as soon as the Force Majeure Event ceases.
- 6.2 This Section shall be subject to the rules attached hereto as **Annex "A"**.
- 6.3 **BACOOD LGU** shall provide a written confirmation to **CBCI** through email to (comops@bayad.com; customeraffairs@bayad.com) that all transactions in the Daily Transaction Report are posted on its system within 24 hours from receipt of the Daily Transaction Report. **BACOOD LGU** shall also notify **CBCI** within the same period of any delay of posting



or unposting on its system and/or of crediting the transactions to the accounts of its customers and provide justifiable reason/s not attributable to the fault or negligence of **BACoor LGU** therefor. In any case, **BACoor LGU** shall be responsible for communicating to the affected customers that their accounts may not be credited immediately. Should the **BACoor LGU** fail to notify **CBCI** within the agreed period, **CBCI** shall assume that all transactions on the Daily Transaction Report are posted to the pertinent customer's account and **BACoor LGU** shall indemnify **CBCI** against any and all damages arising from such reliance.

6.4 This Section shall be subject to the rules attached hereto as **Annex "A"**.

7. CLEARANCE OF LIABILITIES

In addition to requirements under Annex "A" hereof,

7.1 Monthly Clearance

BACoor LGU shall, within the first seven (7) working days of each month, issue in favor of **CBCI** a Monthly Clearance with regard to **CBCI**'s remittance (of collections) obligations under this Agreement. Each Monthly Clearance shall cover remittances pertaining to collections made by **CBCI** and its Collection Associates during the previous month. In case there are still open and unresolved disputes hereof at the time of the issuance of the Monthly Clearance, the Parties shall proceed in accordance with the Dispute Resolution provisions of this Agreement for the unresolved issues making reference to **Annex "A"** hereof; **BACoor LGU**, however, shall still issue the Monthly Clearance for the undisputed portion.

8. PAYMENT TERMS

8.1 Transaction Fee

Customers shall pay **CBCI** the Transaction Fee stated in the table below. The Convenience Fee shall be inclusive of Value Added Tax.

8.2 Auto-escalation of the Transaction Fees and Review of Fees and Payment Terms

The rate of the transaction Fee under Section 8.1 hereof shall automatically increase by One Peso (Php 1.00) every year.

The fees and payment terms under this Section 8 shall be reviewed by the Parties after one (1) year from the effectivity of this Agreement and every year thereafter during its lifetime and its subsequent renewals.

8.3 Collection of Additional Fees

Nothing herein shall prohibit **CBCI** or its Collection Associates from imposing additional convenience fees to Customers.

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9. CUSTOMIZATION OF THE PAYMENT COLLECTION SYSTEM

- 9.1 **CBCI** shall customize the CCS to enable it and the Collection Associates to accept payments on behalf of **BACOR LGU** by developing a module ("Module") in accordance with the Project Schedule to be agreed by the Parties.
- 9.2 The Parties shall also link the CCS and the Biller System through API.
- 9.3 **CBCI** shall develop the Module and the Parties shall perform the API based on the final Functional Specifications to be agreed by the Parties in writing.
- 9.4 After the Module has been developed and the API satisfactorily completed, there shall be a pilot implementation of the Module, where **CBCI** shall test the Module to determine all possible errors and bugs in the Module and fixing/solving the same before full implementation of the Module in all Payment Collection Sites ("Pilot Implementation Period").
- 9.5 The Pilot Implementation Period shall commence upon **CBCI's** activation of the first Payment Collection Site and the receipt thereby of the first payment from the first Customer and shall terminate when it has successfully deposited the first payment to the account of **BACOR LGU** and has successfully uploaded the Daily Transaction Report for the day when such payment was received, unless the Parties agree to extend the said Pilot Implementation Period for a specified period.
- 9.6 After the Module has been developed by **CBCI**, **BACOR LGU** shall be allowed to have one (1) revision request on such Module within one (1) year from the end of the Pilot Implementation Period. Said revision shall be applicable for Over-the-Counter and Online Payments Facility payment platforms and shall be done by **CBCI** free of charge. Any further modification of the functions and features of the Module shall be covered by a separate written agreement and shall be subject to a customization fee.
- 9.7 **BACOR LGU** shall also abide by the Third-Party Information Security Terms and Conditions for Billers and Partners attached hereto as **Annex "B"**.

10. MARKETING AND PROMOTION

The Parties shall be jointly responsible for the marketing and promotion of the Collection Services to the general public. The Parties shall both handle and shoulder the costs of its respective promotional and marketing campaign/activities for the Services. Such marketing and promotional campaign/activities shall include, but are not limited to the use of banners, fliers and posters, and shall be subject to the joint approval of both Parties.



11. TERMINATION

11.1 Causes

This Agreement may be terminated by either Party as follows:

11.1.1 Voluntary Termination

CBCI may voluntarily terminate this Agreement for any reason by providing thirty (30) days prior written notice to the other Party.

11.1.2 Termination by Reason of Insolvency

If a Party enters into liquidation, whether compulsory or voluntary, or if a winding-up petition is filed against a Party, or if a Party assigns its assets for the benefit of a creditor or creditors, the other Party may immediately terminate this Agreement by notice in writing but without prejudice to the rights which may have accrued to either Party prior to the date of termination.

11.1.3 Termination due to Breach of Obligation

The Parties agree that all the covenants and conditions herein contained shall be deemed conditions as well as covenants.

If either Party is in breach of any of its obligations under this Agreement and such breach if remediable continues to be unresolved for thirty (30) days after receipt of written notice from the other Party specifying such breach, the offended Party may terminate the Agreement at the end of the thirty (30) days cure period without need of further notice and without prejudice to its rights to recover damages in respect of the breach.

11.1.4 Termination due to Force Majeure

Either Party may terminate this Agreement if a condition of Force Majeure, as defined in Section 12 of this Agreement, affects either Party's performance of its obligations under this Agreement and extends for more than one (1) month. Termination shall be without prejudice to any right of any Party, which may have accrued prior to the date of termination.

11.2 Action upon Termination

Upon termination of this Agreement and for whatever reason:

11.2.1 Both Parties shall return any and all materials, documents, and equipment owned by the other Party within ten (10) days from the date of effectivity of the termination unless retention thereof is required by applicable laws. Furthermore, neither Party shall not make or retain a copy or copies of these materials nor shall use, for any purpose whatsoever, any of these materials.



11.2.2 Subject to Annex "A" hereof, the Party with obligation to pay any money due from it to the other Party shall pay the money due in full amount pursuant to this Agreement.

12. FORCE MAJEURE

Neither Party shall be liable to the other for damages for any act that is beyond such Party's control, including any event that is a result of an act of God, labor or civil disturbance; act of public enemy, rebellion, war, insurrection, coup d'etat, cyberattack and riot; fire, storm, flood, earthquakes and other forms of disasters or calamities; change in applicable law/s and/or regulation/s; and a curtailment, order, or regulation or restriction imposed by a competent government authority. Provided, that such cause shall not relieve a Party from liability for any concurring negligence or failure to exercise due to diligence prior to, during and after the event to avoid or mitigate the damage (each, a "Force Majeure Event" and collectively, "Force Majeure Events").

The burden of proving the existence of a Force Majeure Event and its effect shall be on the Party relying thereon. The Party affected must give prompt notice to the other Party as soon as it becomes aware of such circumstances and shall provide to the other Party all reasonable necessary information for verification purposes.

13. SUSPICIOUS AND FRAUDULENT TRANSACTIONS

CBCI shall have the right to suspend, deactivate or terminate this Agreement and the Collection Services in cases of suspicious or fraudulent transactions or if such actions are necessary to protect the security of the CCS and the integrity of **CBCI** transactions, whether or not such transactions affect **BACOR LGU** in particular.

BACOR LGU shall cooperate with **CBCI** in the investigation of suspicious or fraudulent transactions or activities and shall provide **CBCI** all relevant data and records requested. This right shall survive the termination of the Agreement.

14. STATUS OF EMPLOYEES AND AGENTS OF CBCI AND OF CBCI COLLECTION ASSOCIATES

Personnel and agents of **CBCI** and the Collection Associates assigned to perform the Collection Services under this Agreement are understood to be **CBCI's** and the Collection Associates' respective personnel and agents, and no employer-employee relationship is created hereby between such personnel and agents and **BACOR LGU**.

15. CONFIDENTIALITY

The Parties expressly warrant and agree that they shall not, during and after the existence of this Agreement, disclose nor reveal to any person or any other entity Confidential Information or records of the other Party which may come to their knowledge and/or possession, in the performance of, or in connection with this Agreement. Such Confidential Information shall include, but shall not be limited



to the Parties' respective trade secrets like customer and account lists; and any other methods, processes, formulae, systems and data pertaining to the products and/or business of either Party whose disclosure may cause loss of trade secret, loss of opportunity or income, damage to reputation or loss of goodwill, or exposure to any form of risk or damage to either Parties. The Parties agree to ensure that their directors, officers, nominees, employees, and/or agents are bound by the provisions of this paragraph.

16. DATA PRIVACY

The Parties shall, at all times comply with the provisions of Republic Act No. 10173 or the Data Privacy Act of 2012 its Implementing Rules and Regulations (IRR), and all other Philippine laws and government issuances and in relation to privacy and data protection ("Philippine Privacy Laws")

A Data Sharing Agreement that will also govern the performance of obligations under this Agreement, especially the collection, transfer, and processing of Personal Data shall be executed by the Parties as part of this Agreement.

Each Party shall be solely and exclusively liable for any breach of its obligations under this Agreement, and for any breach by it of Philippine Privacy Laws, during the effectivity of this Agreement. Each Party shall indemnify and hold the other Party free and harmless from any direct, actual and documented liability, damages, claims, action, expenses, losses, or fees that may arise from the relevant Party's breach in relation to the personal data processing activity as described under this Agreement and Philippine Privacy Laws.

BACOR LGU shall comply with the Information Security Terms and Conditions for Billers and Partners, attached hereto as **Annex "B"**.

17. DISPUTE RESOLUTION AND ARBITRATION

The Parties shall attempt to settle any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, through consultation and negotiation. The entire duration of consultation and negotiation shall in no case exceed ninety (90) days from receipt by the other Party of such notice of dispute.

Upon the lapse of the ninety (90) day period without the matter being resolved, without prejudice to filing of a suit directly with the court, such matter may be settled by arbitration in accordance with the Philippine Dispute Resolution Center, Inc. (PDRCI) Arbitration Rules as at present in force. The appointing authority shall be the President of the PDRCI. The number of arbitrator shall be one (1). The place of arbitration shall be Metro Manila, Philippines. The language(s) to be used in the arbitral proceedings shall be English.

18. GENERAL TERMS AND CONDITIONS

18.1. Interpretation

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This Agreement shall be construed in accordance with the laws of the Republic of the Philippines. It is further understood that references herein to clauses and sections are references to the appropriate clauses and sections of this Agreement, respectively, unless the context requires otherwise. Unless the context requires otherwise, words importing the singular include the plural and vice versa, and the words importing a gender include both genders.

18.2. Amendments

This Agreement shall be subject to periodic review by the Parties. Any of the Parties may, at any time and for whatever reason it may deem proper, negotiate to amend, revise, or modify this Agreement. Such amendments to this Agreement shall be implemented only after duly authorized representatives of both Parties mutually signify their conformity in writing. Such amendments shall form an integral part of this Agreement and referred to as an Addendum or Amendment thereto.

18.3. Substantiation

BACoor LGU acknowledges that **CBCI** shall have the right to make reference to this Agreement in any publication for the purpose of substantiating its work performance track record, provided that **CBCI** shall secure the prior approval from **BACoor LGU** which approval shall not be unreasonably withheld.

18.4. Authority

The Parties warrant that the person signing in behalf of each Party has full power and authority to bind the Party it represents.

18.5. Separability

Should any part of this Agreement be declared unconstitutional, illegal, void or unenforceable, the parts not affected shall remain valid and binding.

18.6. Conformity

The Parties acknowledge that prior to having executed this Agreement, they have carefully read and understood the provisions of this Agreement, and it has not relied upon any statement, representation, or warranty made by the other Party or agents other than as set forth herein.

18.7. Indemnification

Each Party (the "Indemnifying Party") shall hold protect, defend, indemnify and hold the other Party (the "Indemnified") free and harmless from and against any and all actions, claims, losses, damages, and expenses arising from the indemnifying Party's performance and non-performance of **BACoor LGU** its obligations under this Agreement.



CBCI's total liability arising from this Agreement shall not exceed Fifty Thousand Pesos (Php 50,000.00). CBCI shall be liable only for direct, actual, and documented damages in any case.

18.8. Assignment

BACOR LGU may not assign nor delegate any of its undertakings/obligations hereunder without the prior written consent of CBCI.

18.9 Counterparts

This Agreement may be executed in counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but and the same instrument.

{signature page follows}



IN WITNESS WHEREOF, the Parties have set their hands on the date and place above-written.

CIS BAYAD CENTER, INC.

CITY GOVERNMENT OF BACOR

Lawrence Y. Ferrer
President and CEO

Strike B. Revilla
City Mayor

Dennis S. Gatuslao
CCMO

SIGNED IN THE PRESENCE OF:

Anely P. Aviles
VP & Head - Biller Solutions Department

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ANNEX "A"

RULES ON COMPLETED TRANSACTIONS AND SYSTEM REJECTS

	To Be Paid on Remittance Date	Transaction Fees	Action to Correct
COMPLETED TRANSACTIONS			
Valid Transaction	YES	YES	Not Applicable
Error 1	YES, but must be immediately corrected through notice by a Party and approval by the other upon discovery.	YES	<p>CBCI shall have the right to request in writing (email communication included) for the correction of Error 1 transactions and BACDOR LGU shall reverse the same and allow CBCI to correct the transaction. BACDOR LGU may also be the one to request for such correction.</p> <p>Any discrepancy between the original amount and the corrected amount shall be settled by CBCI upon correction.</p> <p>If CBCI deposited more than the corrected amount, the excess amount, upon correction, shall, at the option of CBCI, be reimbursed immediately or be held in trust by BACDOR LGU for CBCI and shall be applied to its future receivables.</p> <p>Corrected transactions shall not be considered as late uploads.</p>
SYSTEM REJECTS			
Error 2	NO	NO, if Transaction Fees are borne by BACDOR LGU. Error 2 transactions, however, upon being corrected into Valid Transactions,	<p>The Parties shall resolve Error 2 transactions immediately upon discovery.</p> <p>Upon correction, CBCI shall remit the amount of the corrected transaction in accordance with the Agreement.</p>

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		shall earn Transaction Fees.	Corrected transactions shall not be considered as late uploads.
System Errors	NO	NO, if Transaction Fees are borne by BACOOD LGU. System Error transactions, however, upon being corrected into Valid Transactions, shall earn Transaction Fees.	The Parties shall resolve System Errors transactions immediately upon discovery. Upon correction, CBCI shall remit the amount of the corrected transaction in accordance with the Agreement. Corrected transactions shall not be considered as late uploads.
Over-remittance by CBCI (when the amount remitted by CBCI is more than the payable amount under the Daily Transaction Report)			CBCI shall inform BACOOD LGU in writing (email communication included) for the correction of over-remittance and BACOOD LGU shall refund the over-remitted amount in accordance with the rules below.

For the avoidance of doubt, all amounts paid by CBCI in excess of the amounts of the Completed Transactions in the Daily Transaction Report shall, at the option of CBCI, be reimbursed immediately or be held in trust by BACOOD LGU for CBCI and shall be applied to its future receivables.

ADDITIONAL RULES:

- (1) Notwithstanding Section 7.2 of the Agreement, requests for corrections/adjustments/cancellation hereunder by BACOOD LGU may be entertained by CBCI provided it is made in writing (email included) and brought within a 3-month period from the transaction date.
- (2) Cancellation/correction and adjustment requests by CBCI shall be immediately acknowledged by BACOOD LGU in writing upon receipt of such requests. Email correspondence shall be accepted herein as valid communication.
- (3) BACOOD LGU shall resolve any request within 5 working days from receipt of such request and shall inform CBCI in writing of its resolution on the subject matter of the requests.
- (4) For resolutions where BACOOD LGU has to refund amounts to CBCI, BACOOD LGU shall process such refunds within the next Banking Day from the time of such resolution. For Over-remittances, where no resolution is needed, BACOOD LGU shall process the refund within the next Banking Day from receipt of notice from CBCI.
- (5) For refunds to CBCI, the first option of CBCI is to offset the refundable amount from the amounts for remittance to BACOOD LGU on the next Banking Day. Should the amounts for remittance be not enough to satisfy the amount for

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refund, CBCI shall offset from the amounts for remittance on the succeeding days until amount of refund is satisfied.

(6) CBCI may also inform BACDOR LGU in writing should it prefer actual refund of the amount in lieu of offsetting. In such case, BACDOR LGU shall pay the amount for refund within the next Banking Day from receipt of notice from CBCI.

ANNEX "B"

VENDOR MANAGEMENT INFORMATION SECURITY TERMS AND CONDITIONS FOR VENDORS

Section A – Background

CIS Bayad Center Inc. ("CBCI") Vendor Management program includes the conduct of a comprehensive Information Security Assessments of the Vendor entities engaged with CBCI on the processing, storing and transmission of confidential information including personal data. CBCI is keen to ensure that its overall Information Security posture is not adversely impacted by engaging with such third-parties.

Section B – Scope

This Information Security Terms and Conditions sets out the CBCI information security/cyber security requirements.

This agreement shall be co-terminus with the signed Contract and Data Sharing Agreement and shall follow the provisions on the termination of the Contract and/or the Data Sharing Agreement.

Section C – Terms of the Agreement

1. Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of CBCI Information does and shall strictly comply with all applicable privacy and data protection laws, as well as all other applicable regulations and directives.
2. Vendor shall implement administrative, physical and technical safeguards to protect CBCI Information that are no less rigorous than International Organization for Standardization's standard ISO/IEC 27001:2017 and the Information Technology Library (ITIL), and shall ensure that all such safeguards, including the manner in which information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

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3. Vendor shall ensure that CBCI Information that has come to its possession are processed fairly and lawfully, and are retained only for as long as necessary for the fulfillment of the purposes for which they were obtained or for the establishment, exercise or defense of legal claims, or for legitimate business purposes, or as provided by law.
4. Vendor's safeguards for the protection of CBCI Information shall be as follows:
 - a) limiting access of Information to its Authorized Representatives. For purposes hereof, "Authorized Representatives" shall refer to Vendor's directors, officers, employees and agents who NEED TO KNOW, ACCESS or USE the CBCI Information but solely for purposes of Fulfilling Vendor's obligations to CBCI;
 - b) separating distinct and conflicting duties and areas of responsibilities to critical operational functions among its Authorized Representatives to prevent harm or damage to systems or services and to ensure that a proper check and balance is in place when completing a process and avoid any conflict of interest;
 - c) maintaining and implementing comprehensive information security policies and best practices as well as risk assessment policies, that have been disseminated to all their concerned parties;
 - d) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to all mobile devices and other equipment with information storage capability;
 - e) implementing network, device application, database and platform security;
 - f) securing information transmission, storage and disposal;
 - g) implementing authentication and access controls within media, applications, operating systems and equipment;
 - h) encrypting and securing from malware CBCI information stored on authorized mobile media;
 - i) encrypting CBCI information transmitted over public or wired or wireless networks;
 - j) strictly segregating CBCI Information from information of Vendor and its other clients' information so that information is not commingled with any other types of information;
 - k) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and
 - l) providing appropriate privacy and information security training to its Authorized Representatives.
5. During the term of each Authorized Representative's engagement with Vendor, the Vendor shall at all times cause such Authorized Representatives to abide strictly by Vendor's obligations under this Agreement and Vendor's standard policies and procedures. Vendor further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of CBCI Information by any of its Representatives. Upon CBCI's written request, Vendor shall promptly identify for CBCI in writing all Authorized Representatives as of the date of such request. The Authorized Representatives' obligations of confidentiality shall survive the termination of their engagement with Vendor in perpetuity.
6. Upon CBCI's written request, Vendor shall provide CBCI with a network and/or system diagram that outlines Vendor's information technology network



infrastructure and/or all systems used in relation to fulfill its obligations under this Agreement.

7. CBCI shall conduct a non-intrusive vulnerability assessment and penetration testing to identify potential security risks that can affect the system. This activity shall be done prior to any connection and integration with the CBCI's network as well as changes affecting CBCI's environment. The testing shall not require downtime and there will be no access to any of the personal and confidential data of the Vendor or its customers. A notification on the schedule of the testing shall be provided. Below is the timeline for the remediation of the security findings and/or vulnerabilities. If there are vulnerabilities that cannot be remediated within the timeline, both parties shall agree on the reasonable timeline to address the vulnerabilities.
 - (i) For Systems in Production:
 - a. Critical Risks: within 7 business days
 - b. High Risks: within 15 business days
 - c. Medium Risks: within 30 business days
 - d. Low Risks – within 45 business days
 - (ii) For Systems in Project Stage:
 - a. Critical Risks: Before Go Live
 - b. High Risks: Before Go Live
 - c. Medium Risks: 30 business days after Go Live
 - d. Low Risks – 45 business days after Go Live
8. CBCI will conduct a third-party information security due diligence at least once a year. Timeline for the remediation of the security findings and/or vulnerabilities shall be the same with the timeline in Section 7. In the event that these cannot be followed, appropriate containment and/or alternate security controls must be in place the soonest possible time.
9. At any time during the term of the Vendor's engagement with CBCI or upon the termination or expiration of such engagement, at CBCI's request for any reason, Vendor shall, and shall instruct all Authorized Representatives to, promptly return to CBCI all copies, whether in written, electronic or other forms or media, of CBCI information in its possession or the possession of such Authorized Representatives or securely dispose of all such copies, and certify in writing to CBCI that such information has been returned to CBCI or disposed of securely rendering it non-retrievable and unrecoverable.
10. Vendor shall completely destroy all copies of CBCI Information at all locations and all systems where the information is stored following an industry standard procedure for complete destruction such as NIST Publication 800-88, Guidelines for Media Sanitization, or using a manufacturer-recommended degaussing product for the system affected.

Section D – Security Breach

1. Upon detection of Security Breach, Vendor shall:
 - a) provide CBCI with the name and contact information of its employee or personnel (Project Manager of the project at CBCI) who shall serve as CBCI's primary security contact and shall be available to assist CBCI twenty-four (24)

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hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;

- b) notify CBCI of the Security Breach within (1) hour, and a formal report that is no later than twenty-four (24) hours after Vendor becomes aware of it; and
 - c) notify CBCI of any Security Breaches by calling or e-mailing only CBCI's designated contact persons, which will be communicated by CBCI to Vendor upon signature of the Agreement.
2. The formal report shall include, at a minimum, the following details of the Security Breach:
 - a) a description of the nature and other facts surrounding the security breach;
 - b) the type of information involved and the persons who may have obtained the information; and
 - c) the effect of such security breach and the steps the Vendor has taken or shall take to investigate the Security Breach and to mitigate the negative effect of the Security Breach
 3. Vendor shall coordinate with CBCI to investigate the Security Breach and agree to fully cooperate in CBCI's handling of the matter and making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise required by CBCI.
 4. Vendor shall undertake best efforts to remedy any Security Breach as soon as reasonably practicable and to prevent any further Security Breach at Vendor's expense in accordance with applicable privacy rights, laws, regulations and standards.
 5. CBCI reserves the right to conduct an independent investigation of any Security Breach and should CBCI decides to do so, Vendor shall cooperate by making resources, personnel, and systems access fully available to CBCI and its authorized representative(s).
 6. Vendor agrees that it shall not inform any third party of any Security Breach without first obtaining CBCI's prior written consent, other than to inform a complainant that the matter has been forwarded to CBCI. Vendor agrees that CBCI shall have the sole right to determine whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in CBCI's discretion and the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

Vendor agrees to fully cooperate at its own expense with CBCI in any litigation or other formal action deemed necessary by CBCI to protect its rights relating to the use, disclosure, protection and maintenance of CBCI information and they shall promptly use best efforts to prevent a recurrence of any such Security Breach.



ALAINA JEM TRAVEL SERVICES
 G-07B Ground Flr, RFC Molino Mall,
 Molino Hl, Bacoor, Cavite 4102
 Email: alainajemtravel@yahoo.com
 Tel: (048) 402-5475 / 0921-4228914

September 05, 2022

HON STRIKE REVILLA
 City Mayor
 City of Bacoor, Cavite

Dear Mayor Strike:


This is to formally inform your good office that Alaina Jem Business Center, a franchisee of CIS Bayad Center, Inc has the intent of leasing a space within the Bacoor City Hall to continue the services that Bayad Center is currently offering as mentioned below:

<i>Bills Payment</i>	<i>Ticketing</i>
<i>Money Remittance</i>	<i>Instasurance: Accident/Travel</i>
<i>E-wallet / Loading</i>	<i>e-CTPL</i>

The booth only requires 4 sqm that can put up 1pc and will be manned by 1 staff.

Thank you very much for the opportunity.

Respectfully Yours,


ESTHER S CAGULA
 Proprietress
 Alaina Jem Business Center
 Alaina Jem Travel Services
 09992255124

OFFICE OF THE CITY MAYOR CITY OF BACOOD, CAVITE	
Reference no.:	<u>NYO</u>
Received by:	<u>Kayha</u>
Date / Time:	<u>09/05/22</u>
(Unit 482-4100 Loc. 411 or 09271391751)	

PLEASE CHECK ALL TICKETS AND INVOICES UPON RECEIPT.
 ALAINA JEM TRAVEL WILL NOT BE RESPONSIBLE FOR ANY ERRORS AFTER TICKET ISSUANCE.
 "THANK YOU FOR BOOKING WITH ALAINA JEM TRAVEL SERVICES AND HAVE A SAFE AND PLEASANT JOURNEY"

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Republic of the Philippines
Province of Cavite
City of Bacoor



SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
<i>Committee on Rules and Privilege, Laws and Ordinances</i>		Request for approval of a City Resolution authorizing the City Mayor to sign the Payment Collection Service Agreement with CIS Bayad Center, Inc. for the lease of 4 square meter space at the Bacoor City Hall.	PCR-088-2022	
VENUE	Sangguniang Panlungsod Session Hall 2nd Floor, Bacoor Government Center		DATE/TIME	September 22, 2022 1:00 PM

NOTICE OF HEARING (RECEIVING COPY)
No. CRPLO-PCR-088-2022

NAME	DATE RECEIVED	CONTACT No.	NAME & SIGNATURE
Coun. Levy Tela	Sept 21, 2022	0945859075	Amiel Pimentel
Coun. Alejandro Gutierrez	09-21-22		MARVIN MARIAS
Coun. Adrielito Gawaran	Sept 21, 2022	09064172257	MARNETH GAWARAN
Mr. Jesson Labao City Administrator	SEPT. 21, 2022	loc. 405	SHEKYL LABAO
Ms. Esther Cagula Bayad Center, Proprietes	} via email		
Lawrence Ferrer CIS Bayad Center			