

_ COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Labor, Trade Commerce and Industry		RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE CONTRACT OF LEASE-SPACE FOR VENDING MACHINE	PCR 226-2023	
V E N U E	Sangguniang Panlungsod (SP) Session Hall, 2 <sup>nd</sup> Flr. Bacoor Gov't Center, Bacoor City, Cavite	WITH ELECTRONIC COMMERCE PAYMENTS (ECPAY) INC. BETWEEN THE CITY GOVERNMENT OF BACOOR AND GLOBE TELECOM, INC/ELECTRONIC COMMERCE PAYMENTS, (ECPAY) INC. TO ESTABLISH AN ALL-IN-ONE PAYMENT KIOSK IN THE BACOOR GOVERNMENT CENTER.	D A T E February 20, 2023 9:15 AM T I M E	

### COMMITTEE REPORT NO. LTCI-008-S-2023

On 20 February 2023 during the 31st Regular Session of the 5th Sangguniang Panlungsod, the aforementioned-subject matter was referred to the Committee on Labor, Trade Commerce and Industry.

Under the Republic Act No. 11032 also known as the Ease of Doing Business and Efficient Government Service Delivery Act of 2018 aiming effective practices and wellorganized delivery of different government services through a one-stop shop accessible to Bacooreños.

In keeping with this, the committee respectfully approves the resolution permitting Hon. Strike B. Revilla to enter into a Contract Lease-Space for Vending Machine with Globe Telecom Inc./Eelectronic Commerce Payments (ECPay) in light of the fact that the local residents will benefit from it. The all-in-one payment kiosk will deliver convenient and accessible payment selections to Bacooreños.



## Republic of the Philippines Province of Cavite City of Bacoor

#### 5th SANGGUNIANG PANLUNGSOD

#### RECOMMENDATION:

In view of the foregoing, the Committee respectfully recommends that the above proposed resolution be APPROVED.

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

Respectfully signed this 22nd day of February 2023 at the City of Bacoor, Cavite.

COMMITTEE ON LABOR, TRADE COMMERCE AND INDUSTRY

COUN. REYNALDO M. FABIAN

Chairman

COUN. VICTORIO GUERRERO JR.

Vice-Chairman

COUN. ROBERTO ADVINCULA

Quelle

Member

COUN. ALEJANDRO GUTIERREZ

Member



Republic of the Philippines
Province of Cavite
City of Bacoor

CONTACT NO

5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S	TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Labor, Trade Commerce and Industry	RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE CONTRACT OF LEASE-SPACE	PCR 226-2023	
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## MINUTES OF COMMITTEE HEARING NO. LTCI-008-S-2023

A letter of intent from Globe Telecom Inc. regarding their latest product. It was endorsed by the Office of the Mayor to the Office of the Vice Mayor thru the SP Secretary, Atty. Khalid Atega Jr.

The Electronic Commerce Payments Inc. (ECPay) is an electronic payment service provider in the country that offers array of services. The all-in-one payment kiosk offers electronic loading, cash-in, airline ticket payments, bills payment services and online shopping transaction payments. This innovation will facilitate the transition to digital and contactless payments. Also, the fact that customers are actively seeking out these services will also result in an increase in foot count.



# Republic of the Philippines Province of Cavite City of Bacoor

#### 5th SANGGUNIANG PANLUNGSOD

Considering that the said agreement will be beneficial to the local residents of Bacoor, the committee advises approving the resolution thru Chairperson, Hon. Reynaldo M. Fabian permitting Hon. Strike B. Revilla to enter a Contract Lease-Space with Globe Telecom, Inc/ECPay Inc.

The 31st regular session was adjourned at 10:30 AM.

Prepared by:

Armileen Legaspi-Red Local Legislative Staff Asst. I

Attested by:

Coun. Reynaldo Fabiar Presiding Officer



F.1.4 PCR 226-2023 - RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE CONTRACT OF LEASE - SPACE FOR VENDING MACHINE WITH ELECTRONIC COMMERCE PAYMENTS (ECPAY) INC. BETWEEN THE CITY GOVERNMENT OF BACOOR AND GLOBE TELECOM, INC./ELECTRONIC COMMERCE PAYMENTS, (ECPav) INC. TO ESTABLISH AN ALL-IN-ONE PAYMENT KIOSK IN THE BACOOR GOVERNMENT CENTE R.



February 13, 2023

HON. ROWENA BAUTISTA-MENDIOLA

Vice Mayor, City of Bacoor Bacoor Government Center Bacoor City, Cavite

THRU:

Atty, Khalid Atega, Jr.

Sangguniang Panlungsod Secretary

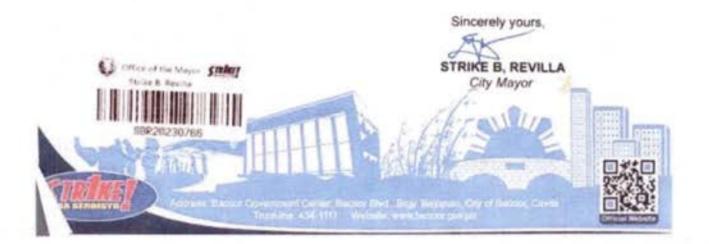
SUBJECT: Request for Authority to Enter Into and Sign the Contract of Lease - Space for Vending Machine with Electronic Commerce Payments (ECPAY), Inc.

Dear Hon. Bautista-Mendiola:

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 January 16, 2023, from Globe Telecom, Inc./Electronic Commerce Payments, Inc. (ECPay), notifying its intent to establish an ECPay Vending Machine, an all-in one payment kiosk in the Baccor Government Center offering loading, cash-in, and bills payment services. Attached herewith is the aforementioned letter, including its attachments, for your immediate reference.

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 Contract of Lease - Space for Vending Machine with Electronic Commerce Payments (ECPAY), Inc.





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Date: January 16, 2023

To: Hon. Mayor Strike B. Revilla

Thru: Mr. Christian T. Gawaran

OIC - Business Permit & Licensing Office Bacoor City Hall, Bayanan, Bacoor City

Province of Cavite

Dear Hon. Mayor Strike B. Revilla

Greetings

Electronic Commerce Payments Inc. (ECPay) is the leading electronic payment service provider in the Philippines. ECPay's multi-payment platform payment infrastructure operates as a secure electronic depot for Electronic Loading, Bill Payments, Airline Ticket Payments, Cash-in Service and Online Shopping Transaction Payments.

As we strive to serve our customers better, we have continuously innovated our products and services to support the shift to digital and contactless transactions. In lieu of this, we are proud to offer you our newest product – the all-in-one payment kiosk to complement your business. The payment kiosk offers loading, cash-in, and bills payment, this can also drive additional foot traffic as customers nowadays search for these types of services.

For every deployment of machine, we will be paying a rental fee of P2,000 (VAT-Ex) per month. Marketing support will also be extended to drive customers to go to your site with ECPay Vending Machine.

Let us know your thoughts on this. It is our hope that this proposal becomes acceptable to your organization. Should you have inquiries or clarifications, please feel free to communicate with the undersigned at mobile number 0917-6883966.

Thank you and we look forward to engage in this mutually beneficial partnership with you.

Sincerely Yours,

Jay Pele M. Agencia
Business Development Expert
Globe Telecom, Inc.
09176883966
Imagencia@globe.com.ph



Known to me and to me known to be the same persons who ese pages including to Annes A (Terms and Conditions) relatin	cuted the foregoing Contract of Lease consisting of flore (3) g. to a leased space for the vertiling machine at the and that they adknowledged to me that the same is their free
and voluntary act and deed well as that of the individual/corporation and at the place above written.	to hazely represented. Withests my hierd and seal on the cale
Coc. No Page No Book No.	NOTARY PUBLIC

- APPLICATION OF PAYMENTS Any payment received by LESSOR shall be applied against the statement of account or billing. with the abdiest date. In the event that the payment of interest, parally, next or other changes is covered by one statement of account, then the payment received by LESSOR shull be applied in the payment of ubligations stated therein in the following order of proving (i) first, against the penalty due. (ii) then, against the interest due. (iii) finally, against smooth rank or Advance Rental. Should the payment received be insufficient to completely settle any outstanding colligation, whether covered in one statement of account or billing or otherwise, subsequent payments that may be made by LESSEE shall first be applied to the settlement of such remaining outstanding obligation.
- 2. USE OF LEASED PREMISES The Lisseed Premises shall be used exclusively as apace for the vending machine owned by the LESSEE, LESSOR warrants that the Lessed Premises is available and suitable at all times for the duration of this Contract by the LESSEE's use and intended purpose.

#### WARRANTIES OF THE LESSON

- (a) The LESSOR is the duty registered consideral possessor of the Leased Premises. The LESSOR femily warrants the LESSEE's perceful use of the Leased Premises, and that there are no legal impediments or other obstacles to the LESSEE's use of the Leased Premises as provided under this Contract. Further, the LESSCR shall hold the LESSEE free and harmless from any and oil claims and suits related to the LESSOR's ownership and/or use of the Leased Premises. Should there be any disturbance in the use of the Laused Premises which may be caused by the LESSOR or field padies. the LESSEE shall have the right to resolud this Contract, remove the vending machine at any time, recover from the LESSOR actual damages, and other fees and costs that the LESSEE may incur or have incurred by reason of such disturbance or consequence thereof, in addition to other legal actions which the LESSEE may initiate to protect its rights and interests.
- (b) The LESSOR warrants that the LESSEE has the primary and proferential right over the Leaned Premises, and shall not allow any other companies including but not limited to teleconversation companies, other than the LESSEE to install all or use any portion of the Leased Premises other than the purpose provided under this Contract in taxor of the LESSEE
- (ii) The LESSOR warrants that it shall take care of the wending machine with differon like a good father of a family. The LESSOR shall ensure that the vending trackine is in good working condition and is always connected to the electricity
- (d) The LESSOR and fully indennify the LESSEE for any damage to the venting machine caused by the LESSOR's (or its employees, family, essigns or any person auting on its behalf) fault or negligence.
- (ii) The LESSOR shall introducely report to the LESSEE any across on the nending machine.
- The LESSOR hereby allows the LESSEE to make repairs, upgrade, modernize, incircue, modify, instalk de-make or replace the vanding machine, any time at no additional charge or cost to the LESSEE. Any of the lavegoing activities shall be done only by the LESSEE and upon prior record to the LESSER to one in that only the LESSEE siddy authorized representative shall carry our any of the said activities. The LESSOR shall not allow any person to conduct any of the said activities without prior nobilization from the LESSEE.
- (g) LESSOR's breach any of these warrances shell be a valid ground for the LESSEE to terminate the Contract and the LESSOR shall be liable to pay for any and all costs, damages, fees and expenses of whatever nature shaing from the LESSOR's treach of any of its warranties and the consequent remination of the Contract.
- (N) The LESSOR warrants that it has secured and pold of permits, ficences, times, fees, costs, expenses sector nestel as may be required by any nutural and local government authorities or any third person in connection with its business operation and the Lessed Premises. The LESSOR further warrants that it used haid the LESSEE true and harraless from any and all ences due to the absence of said persots, ficenses, and/or non-payment of less, costs, expenses, rentel and taxes.
- The LESSEE shall secure periods only for the sending machine, when required by any national or local government
- (i) Though the LESSOR decide to set or transfer feather right over the Leased Premises to another, the LESSOR warrants that the new namer of the Lassed Premises or any individual who has gained eights over the Leased Premises shall honor and respect this Contract, and further waterants that the rights promised to the LESSEE under this Contract shall not be disturbed. or adversely effected thereby
- 4. DEFAULT BY THE LESSEE LESSOR shall have the right to cancel or larminuse this Contract without need of legal or sudcast solion or order upon the occurrence of any of the following events ("Event of Default"), by giving 20 issumess days written notice to LESSEE
  - (a) LESSEE shall have falled to pay for at least three (3) months rent,
  - (b) LESSEE shall have become insolvent or be unable to pay its debts when due or shall commit or permit any act of bankingsory under the applicable law or



# CONTRACT OF LEASE - SPACE FOR VENDING MACHINE

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Offi Parties by Intrincelves and to through their respective authorized signatories. Nereby centry that this Agreement (Terriss and Conditional) were expressly registered, explained, understood, visibilities and accepted by each Party rice, durest, threat or interedistion.  IN WITNESS WHEREOF, the parties have harmonic set their hands this	GIGNATURES	which is an agreement. I way of electroriginal algor binding upon and manual Agreement to the state, suffice.				
MA. PATRICIA DELA FUENTE-PASCUAL General Manager  Signed in the Presence of:  A C K N O W L E D G M E N T  Dubble of the Philippines)  SO S  LFORE ME. a Notary Public for end in Philosophes. Dis persons  NAME COMPETENT ISSUED ON ISSUED A	IN WITNESS WHENEOF, EN D	Miles Nave haraunto sei i		2023 at Quicton		
Signed in the Presence of:  A C K N O W L E D G M E N T  Dubble of the Philippines				THE COLUMN TO GOOD AND SHEE		
Signed in the Presence of:  A C K N D W L E D G M E N T  Dubble of the Philippines			MA. PATRICIA DELA F	UENTE-PASCUAL		
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Na, Patricia Della Fuenta-Pascual SEC Riig No. für ELECTRONIC COANLERCE NAYMENTS (ECPAY), INC.) Paincort No.	ELECTRONIC COMMERCE					



- 5. CONSEQUENCES OF DEFAULT Upon occurrence of any event of Default under the immediately preceding section. LESSOR shall be entitled to exercise the following remedes:
  - (a) LESSOR shall be entitled to collect from LESSEE the rental fee due under Section 4 (a) including the corresponding interest, and for panalties and terminate this Contract, at its option. Should the LESSOR get to terminate this Contract under this circumstance, the LESSOR shall be entitled to collect from the LESSEE 50% of the rental fee corresponding to the unexpired period of the Lesse Term, and forfeit the advance rental, if any. Foregoing notwithstanding, nothing herein precludes the LESSOR from allowing the LESSEE to continue with the lease under the terms and conditions hereof, upon the LESSEE's payment of the rental due and its corresponding interests and/or penalties as aforementioned.
  - (b) Section 4 (b) hereof shall be subject to the applicable laws, rules or regulations on insolvency or bankingstop
  - (c) LESSEE shall not be liable for any indirect or consequential box or damages arising from or in connection with the LESSOR's termination of this Contract.
  - (d) In the event that the LESSEE defaults on as obligations under Sections 4 and 5 of this contract and without any fault or negligance of the LESSOR, LESSEE shall be liable for attempty's fees, the costs of the litigation and other expenses which the LESSOR may incur in enforcing its rights and interests against the LESSEE.
- 4. DEFAULT / BREACH BY THE LESSOR Any default or treach by the LESSOR of any of its obligations and/or warrantee under this Contract shall entitle the LESSEE to incrediately territoriate this Contract, remove the vehicling machine born the Lessee Prenties, and receiver any advance payment reads by the LESSEE without head of demand, in addition to other costs, expenses, damages that the LESSEE may suffer from by reason of the default or breach of the LESSOR and/or territorial of the Contract, without projection to the LESSEE's exercise of other remotion sincer his Contract, the law or in equity.
- TERMINATION FOR CONVENENCE LESSEE may pre-torrelate this Contract with twenty (20) days prior notice to the
  LESSOR in which case, LESSEE shall be fatile for any and all rentalls, interests and/or penalties due iscorded, if any LESSEE
  shall under this section, not be liable for other charges, souts, fees, enjuries or farietize of any advance payment or unergined
  portion of the Contract Term.
- 8. LIABBLITY FOR LOSS, DAMAGE, NJURY, DEATH LESSEE assumes full responsibility for any loss of or demage to properties, and/or injury to or death of the LESSOR's personnel or authorized representatives or third persons that may occur in the Lessed Promises and furth leads to hold the LESSOR free and harmless and fully indomnified from any and all claims for samage, lass, vigury or death, except when such loss or demage to property or injury or death of a person is directly, entity and involutively caused by the LESSOR or as duty authorized agent or representative while using the Lessed Promises.
- FORCE MAJEURE Lideox otherative expressly stocketed in this Agreement, neither Parry shall be itself to the other for fedure to perform any of its obligations under this Contract by reason of fire, flood, atrikes or other reductrial disturbances, accidents, war, dot, insurrection, pandomic, government order or restrictions or other causes beyond the reasonable control of the affected Party, provided that no fault or negligance is attributable to the said affected party.
- 15. TRANSFER OF RIGHTS LESSEE shall not assign or transfer its rights under this Contract to another party except to the LESSEE's parent company or subadismen sethout securing the prior settion consent of LESSER at least study (RC) days prior to date of transfer. The said consent shall not be unreascooping withheld or denied.
- RENEWAL The parties may renew this Contract on such terms and conditions including acceptable to both by giving written notice at least twenty (20) days prior to the expension of this Agreement.
  - The foregoing notwithstanding. It is hereby understood that there is an implied new agreement on a month-to-month tasks and under the same terms and conditions hereby when the USSEE continues to use the Leased Premises after the expression of this Continues or the remained distribut objection from the UESSEE, until such fine that the parties execute a written remeal.
- 12. CONFIDENTIALITY AND COMPLIANCE WITH THE DATA PRIVACY ACT. The paries agree that the Contract of fease and the leans and conditions because let hard shall be legit sorticlestical and shall not be disclosed or released to any sensor without the prior written consent of the LESSEE. Both paries agree to strictly coreply with the provisions and requirements of the Data Privacy Act and its professioning rules and regulations and any amendments thereto. If any, when meeting.
- ENTIRE AGREEMENT The Contact and this Annex shall consist the entire agreement between the parties. Neither the
  Consact nor this Annex shall be changed or modified without the prior written musual agreement of the posters.
- 14. YENUE All lifigation ansing from the farms and conditions of this Contract shall be brought before the Courts of Makair City.