

OFFICE OF THE SANGGUNIANG PANLUNGSOL RECEIVED BY:ARIEL

DATE: 5/25/25 TIME: 1:00 BACOOR CITY, CAVITE

## 5th SANGGUNIANG PANLUNGSOD

## COMMITTEE ON INFORMATION AND COMMUNICATION TECHNOLOGY

COMMITTEE REPORT NO. ICT-010-S-2023

Subject: RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND NAVALTA-CHAVAN TECHNOLOGIES CORPORATION TO ENHANCE THE DELIVERY OF PUBLIC SERVICE IN THE CITY OF BACOOR IN AREAS OF TECHNOLOGY AND SOFTWARE - PCR-304-2023 dated May 22,, 2023.

Referred to this Committee is the above-subject matter for appropriate action and recommendation.

Pursuant to Republic Act No. 8792 known as the "Electronic Commerce Act of 2000", the National Government encourages the digitalization of all government's systems and aims to facilitate commercial and non-commercial electronic transactions.

The objective of the Memorandum of Agreement (MOA) sought to be signed by the City Mayor for and on behalf of the City Government of Bacoor is in line with the present thrust of the city government to put into action the E-governance system.

In giving due course, the Committee evaluated the documents submitted by the corporation, deliberated on the terms and conditions provided in the MOA and sought the assistance of the Management Information Service (MIS) in the terms of technical aspect.

## FINDINGS:

The MIS after its review on the subject matter, advised the Committee that the offered service of Navalta-Chavan Technologies Corporation cannot be recommended for approval and that it needs further study particularly, on the integration and development of software.

## RECOMMENDATION:

In view of the foregoing, and in concurrence with the advice of the Management Information Service (MIS), the Honorable Members of the Committee hereby recommend TO



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**TEMPORARY ARCHIVE** the request for City Resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign the Memorandum of Agreement between the City Government of Bacoor and Navalta-Chavan. Technologies Corporation, for further study.

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

Signed this day of June 2023 at the City of Bacoor, Cavite.

THE COMMITTEE ON INFORMATION AND COMMUNICATION TECHNOLOGY

HON. COUN. R

ROBELIO M. NOLASCO

Chairman

HON. COUN. ALEJANDRO

GUTIERREZ

Vice Chairman

HON. COUN. ADRIEL TO G. GAWARAN

Member

HON. COUN. REYNALDO D. PALABRICA

Member

Prepared by:

ROBERTO A. DE GUZMAN

Local Legislative Staff Assistant I



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DATE: \$\frac{9}{2}\frac{1}{2}\frac{1}{2}\text{TIME: }\frac{1}{2}\text{A}
BACOOR CITY, CAVITE

## 5th SANGGUNIANG PANLUNGSOD

## COMMITTEE ON INFORMATION AND COMMUNICATION TECHNOLOGY

## EXCERPT FROM THE MINUTES OF 46TH REGULAR SESSION NO. ICT-010-S-2023

Subject: RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND NAVALTA-CHAVAN TECHNOLOGIES CORPORATION TO ENHANCE THE DELIVERY OF PUBLIC SERVICE IN THE CITY OF BACOOR IN AREAS OF TECHNOLOGY AND SOFTWARE - PCR-304-2023 dated May 22,, 2023.

Hon. Rowena B. Mendiola, Vice Mayor/Presiding Officer called the session to Order.

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## SP Secretary Atty. Khalid Atega, :

Read Item No. G.1.2 PCR 304-2023. RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND NAVALTA-CHAVAN TECHNOLOGIES CORPORATION TO ENHANCE THE DELIVERY OF PUBLIC SERVICE IN THE CITY OF BACOOR IN AREAS OF TECHNOLOGY AND SOFTWARE

#### Hon, Rowena B. Mendiola:

Referred to and recognized Hon. Councilor Rogelio M. Nolasco, Chairman of Committee on Information and Communication Technology.



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## Councilor Rogelio M. Nolasco:

Discussed and explained that there is a need to conduct further study on the subject matter particularly on the aspects of integration and software development.

Moved TO TEMPORARY ARCHIVE the proposed Resolution under G.1.2.

## Honorable Member of Sangguniang Panlungsod:

Unanimously seconded and approved the motion of Hon. Councilor Rogelio M. Nolasco.

Prepared by:

ROBERTO A. DE GYZMAN

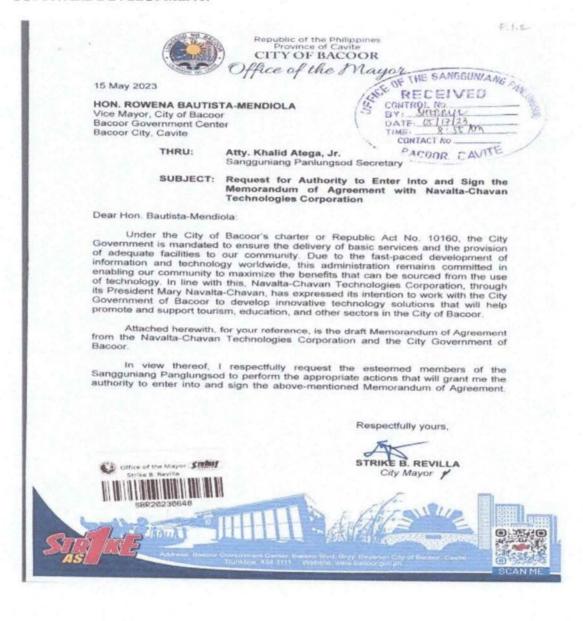
Local Legislative (Staff Assistant I

APPROVED:

Chairman

Committee on Finance, Budget and Appropriation

F.1.2 For First Reading: PCR 304-2023 - RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND NAVALTACHAVAN TECHNOLOGIES CORPORATION TO ENHANCE THE DELIVERY OF PUBLIC SERVICE IN THE CITY OF BACOOR IN AREAS OF TECHNOLOGY AND SOFTWARE DEVELOPMENT.



#### MEMORANDUM OF AGREEMENT

#### and

Navalta-Chavan Technologies Corp., a duly registered corporation under the laws of the Republic of the Philippines, with its principal office at PH4 BLK13 LT 11 WISTERIA ST, VILLA DE PRIMAROSA BUHAY NA TUBIG, IMUS. CAVITE 4103, represented fierein by its PRESIDENT, MARY NAVALTA-CHAVAN, hereinafter referred to as "NCTC".

#### WITNESSETH THAT

WHEREAS, MAYOR STRIKE REVILLA is interested in establishing a partnership with NCTC to enhance the delivery of public services in Albay, particularly in the areas of technology and software development.

WHEREAS, NCTC is a technology company that provides IT and software development services, and is interested in collaborating with the MAYOR's office to develop innovative solutions to support tourism, education, and other sectors in Albay;

NOW THEREFORE, the parties agree as follows:

- 1. NCTC shall be the priority provider of IT and software development services for the MAYOR's office and related agencies in Albay. The MAYOR's office shall provide advance notice of any IT or software development projects, and shall seek to work with NCTC as the preferred vendor.
- 2 The MAYOR's office shall support NCTC's afforts to seek funding or grants to support its work in Albay, where feasible and appropriate. This includes providing letters of support or endorsament, making introductions to potential funding sources, and providing data or other information to support grant proposals or other fundraising efforts.
- 3 NCTC shall collaborate with the MAYOR's office to develop innovative technology solutions that will help promote and support fourism, education, and other sectors in Albay. This may include developing mobile apps, websites, or other digital tools to support tourism marketing, education and training initiatives, or other priority areas identified by the MAYOR's office.
- 4 The MAYOR's office shall provide timely and constructive feedback on NCTC's deliverables, and the parties shall work collaboratively to ensure that NCTC's work meets the needs and expectations of the MAYOR's office and the people of Albay This includes regular check-ins, project status updates, and other means of communication to ensure that both parties are aligned on project goals, timelines, and expected outcomes.
- S This Agreement shall remain in effect for a period of three years, commencing on the date of execution. This Agreement may be renewed or modified by mutual agreement of the parties. The parties may terminate this Agreement upon written notice to the other party, provided that any ongoing projects shall be completed in accordance with the terms of this Agreement.

- 6. Any disputes or issues arising under this Agreement shall be resolved through negotiation and mediation, where possible. If mediation is unsuccessful, the parties agree to submit the matter to binding arbitration in accordance with the rules of the American Arbitration Association.
- 7 This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may not be amended or modified except in writing signed by both parties.

## EFFECTIVITY CLAUSE

This Memorandum of Agreement shall be effective from [date] and shall remain in force until [termination date] unless otherwise terminated by either Party.

#### DISPUTE RESOLUTION

This Memorandum of Agreement shall be governed by and construed in accordance with. Philippine laws. Any disputes shall be resolved in the proper court in Imus City. Province of Cavite, to the exclusion of any other court and/or tribunal.

IN WITNESS WHEREOF, the Parties have duly executed this Memorandum of Agreement on the date and year first above written.

MARY NAVALTA-CHAVAN
President, NCTC
Navalta-Chavan Technologies Corp.

## ACKNOWLEDGEMENT Republic of the Philippines) \_\_\_\_) S.S BEFORE ME, a notary for and in the City of \_\_\_\_\_, this day of \_\_\_\_ \_\_\_\_\_, 2023, personally Name Government ID Date/Place Issued known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is their free and voluntary act and deed. This instrument, consists of \_\_\_\_ pages including this page wherein the acknowledgment is written. and has been signed on each and every page thereof by the parties and their instrument witnesses. WITNESS MY HAND AND SEAL, on the date and place first above written. Notary Public Doc. No. Page No. \_ Book No. Series of 2023.