



## COMMITTEE ON FINANCE, BUDGET AND APPROPRIATION

### COMMITTEE REPORT

NO. FBA-210-S-2023

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Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT WITH DAILY DEAL GROCERY STORE FOR THE ESTABLISHMENT, PROMOTION AND SHARING OF PROFIT OF THE STORE LOCATED AT TALABA 5, ZAPOTE KALINISAN, BACOR CITY, CAVITE – PCR-465-2023 dated December 5, 2023

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Referred to this Committee on the 71<sup>st</sup> Regular Session is the above-subject matter for appropriate action and recommendation.

The subject matter involves a proposal for a joint venture project between the LGU Bacoor and the proponent, Daily Deal Grocery Store, for the establishment of a grocery store as an additional source of income by way of a profit sharing scheme and the renting out of the property owned by city government.

Under the Local Government Code of 1991, the local government units (LGUs) are encourage to be self-reliant, empowered to enter into joint ventures for productivity and income, and to apply their resources and assets in the exercise or furtherance of their governmental or proprietary powers. We quote the pertinent provisions of the Local Government Code of 199, as follows:

“Section 17. Basic Services and Facilities. – (a) Local government units shall endeavor to be self-reliant and x x x shall likewise exercise such other powers and discharge such other functions and responsibilities as are necessary, appropriate, or incidental to efficient and effective provision of the basic services and facilities x x x.”

“Section 18. Power to Generate and Apply Resources. - Local government units shall have the power and authority x x x to create their own sources of revenues x x x to apply their resources and assets for productive, developmental, or welfare purposes, in the exercise or furtherance of their governmental or proprietary powers and functions and thereby ensure their development into self-reliant communities x x x.”

“Section 35. Linkages with People's and Non-governmental Organizations. - Local government units may enter into joint ventures and such other cooperative arrangements with people's and non-governmental



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organizations to engage in the delivery of certain basic services, capability-building and livelihood projects, and to develop local enterprises designed to improve productivity and income, x x x and enhance the economic and social well-being of the people.”

**FINDINGS:**

The Committee finds the terms and conditions stipulated in the MOA as advantageous to the city government, particularly the following provisions:

- The Agreement will cover the establishment, operations, management, maintenance and sharing of profit.
- Neither of the party shall act as an agent or representative of the other party in any transaction, and that any worker, personnel and agent shall have no contractual relationship with the other party.
- Guarantee that the operations, management and maintenance of the Store shall follow the relevant laws, rules and regulations, policies, and guidelines.
- The proponent, Daily Deal Grocery Store, will be solely responsible for all financial expenses, all losses directly related or incidental to the establishment, operations, maintenance and improvement of the Store, and that the keeping of the books of account shall contain the payment received, all expenses, taxes, and fees incurred during the operation of the Store
- The right of the City Government of Bacoor to access and review the books of account and other related financial documents.
- The City Government of Bacoor shall be eligible for a profit share of one percent (1%) based on the monthly gross sales, subject to increase upon agreement of the parties.
- The proponent, Daily Deal Grocery Store, shall pay the monthly rental fee of **TWENTY THOUSAND PESOS (Php20,000.00)**, subject to increase upon renewal of the MOA.

**RECOMMENDATION:**

In view of the foregoing, the Honorable Members of the Committee hereby recommend **TO APPROVE** the City Resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement (MOA) with Daily Deal Grocery Store, subject to the provisions of existing laws, policies, accounting and auditing rules and regulations.





Republic of the Philippines  
**PROVINCE OF CAVITE**  
City of Bacoor

CGBCR-SPBac-F005.00  
10/20/2023

**OFFICE OF THE SAGGUNIANG PANLUNGSOD**

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

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

**THE COMMITTEE ON FINANCE, BUDGET AND APPROPRIATION**

  
**HON. ROGELIO M. NOLASCO**  
Chairman

  
**HON. CATHERINE S. EVARISTO**  
Vice Chairperson

  
**HON. REYNALDO D. PALABRICA**  
Member

  
**HON. ADRIELITO G. GAWARAN**  
Member

Prepared by:

  
**ROBERTO A. DE GUZMAN**  
Local Legislative Staff Assistant I

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PCR-465-2023 – **RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE MOA WITH THE DAILY DEAL GROCERY STORE.**

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Republic of the Philippines  
PROVINCE OF CAVITE  
City of Bacoor

OFFICE OF THE SAGGUNIANG PANLUNGSOD

OFFICE OF THE  
SANGGUNIANG PANLUNGSOD  
RECEIVED  
BY: ARIEL

DATE: 12/12/23 TIME: 10:00  
BACOR CITY, CAVITE

Committee on Finance, Budget and Appropriation

EXCERPT FROM THE MINUTES OF REGULAR SESSION  
NO. FBA-210-S-2023

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Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT WITH DAILY DEAL GROCERY STORE FOR THE ESTABLISHMENT, PROMOTION AND SHARING OF PROFITS OF THE STORE LOCATED AT TALABA 5, ZAPOTE KALINISAN, BACOR CITY, CAVITE. – PCR-465-2023 dated December 5, 2023.*

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Honorable Rowena Bautista Mendiola, Presiding Officer called the 72<sup>nd</sup> Regular Session to order.

Atty. Khalid Atega, Jr., Secretary of the Sangguniang Panlungsod, proceeded with the roll call, the approval of the Journal and Minutes of the 71<sup>st</sup> Regular Session, and the reading of the referrals to committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions and Memorials.

On motion by Honorable Alde Pagulayan which was unanimously seconded by the majority of the Honorable Members of Sangguniang Panlungsod, the internal rules were suspended.

Upon reading and referral of Agenda Item No. G.20 – **PCR-465-2023** – “**A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT WITH DAILY DEAL GROCERY STORE FOR THE ESTABLISHMENT, PROMOTION AND SHARING OF PROFITS OF THE STORE LOCATED AT TALABA 5, ZAPOTE KALINISAN, BACOR CITY, CAVITE.**” Honorable Rogelio M. Nolasco moved the approval for the Resolution Authorizing the City Mayor to sign the Memorandum of Agreement with Daily Deal Grocery Store intended to maximize the use of its sources and create additional sources of income by renting out some of its building to private corporations for the benefit of the local government units.



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City of Bacoor

OFFICE OF THE SAGGUNIANG PANLUNGSOD

The motion was unanimously seconded by the majority of Honorable Members of the 5<sup>th</sup> Sangguniang Panlungsod. A Resolution Authorizing the City Mayor, Hon. Strike B. Revilla to sign a Memorandum of Agreement with Daily Deal Grocery Store for the establishment, promotion and sharing of profits of the store located at Talaba 5, Zapote Kalinisan, Bacoor City, Cavite was **APPROVED**.

The regular session was closed and adjourned at 12:15 P.M.

Prepared By:

**EDGARDO B. NOLASCO**  
CLERK

Attested By:

**COUN. ROGELIO "BOK" M. NOLASCO**  
Chairman

Committee on Finance, Budget and Appropriation





Republic of the Philippines

Province of Cavite

**CITY OF BACOOR**

*Office of the Mayor*

November 29, 2023

**HON. ROWENA BAUTISTA-MENDIOLA**

City Vice Mayor of Bacoor  
Bacoor Government Center  
Bacoor, Cavite



**Thru: Atty. Khalid A. Atega, Jr.**  
Sangguniang Panlungsod Secretary

**Subject: Request for Authority to Enter Into and Sign Memorandum of Agreement with Deal Daily Grocery Store**

Dear Hon. Bautista-Mendiola:

Article 129 of Local Government Code of 1991, in relation to Article 10, Section 5 of the 1987 Philippine Constitution, provides, "Each local government unit shall exercise its power to create its own sources of revenue and levy taxes, fees, and charges subject to the provisions herein, consistent with the basic policy of local autonomy. Such taxes, fees, and charges shall accrue exclusively to the local governments." Likewise, local government units (LGU) intends to maximize the use of its sources and create additional sources of income by renting out some of its buildings to private corporations.

In line with this, the City Government of Bacoor and the Deal Daily Grocery Store mutually agreed for the establishment, promotion, and sharing of profits of the Store located in Talaba 5, Zapote Kalinisan, Bacoor City, Cavite. Attached herewith is the proposed Memorandum of Agreement, for your perusal.

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 abovementioned Memorandum of Agreement.

Respectfully yours,

**STRIKE B. REVILLA**  
City Mayor

Office of the Mayor  
Strike B. Revilla



SBR20232309

**STRIKE**  
AS1

Address: Bacoor Government Center, Bacoor Blvd, Bigy-Bayarin City of Bacoor, Cavite  
Trunkline: 434-1111 Website: www.bacoor.gov.ph



SCAN ME

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "Effective Date") in Bacoor City, Province of Cavite, by and among:

The **CITY GOVERNMENT OF BACOOR**, a local government unit created and existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. \_\_\_\_\_, Series of \_\_\_\_\_, approved \_\_\_\_\_ of the City Council of Bacoor City, Cavite, hereinafter referred to as the "**LGU BACOOR**";

and

**DAILY DEAL GROCERY STORE**, a sole proprietorship registered under the laws of the Philippines with office address at Aguinaldo Highway, Talaba IV, and represented by its owner, Irene Cabrera Francisco, herein referred to as the "**SECOND PARTY**";

The term "Party" shall mean either LGU BACOOR or the SECOND PARTY.

### WITNESSETH:

**WHEREAS**, Republic Act No. 7160 or the Local Government Code of 1991 and its Implementing Rules, in particular, Sections 17 (a), 18, 22, and 35, empower LGUs to discharge functions and responsibilities as are necessary, appropriate, or incidental to efficient and effective provisions of the basic services and facilities, to acquire, develop, lease, encumber, alienate, or otherwise dispose of real or personal property held by them in their proprietary capacity and to apply their resources and assets for productive, developmental, or welfare purposes, in the exercise or furtherance of their governmental or proprietary powers and functions and thereby ensure their development into self-reliant communities and active participants in the attainment of national goals, to enter into contracts and to enjoy full autonomy in the exercise of their proprietary functions, and to enter into joint ventures with the private sector, respectively;

**WHEREAS**, Article 129 of Republic Act 7160, in relation to Article 10, Section 5 of the 1987 Philippine Constitution, provides, "Each local government unit shall exercise its power to create its own sources of revenue and levy taxes, fees, and charges subject to the provisions herein, consistent with the basic policy of local autonomy. Such taxes, fees, and charges shall accrue exclusively to the local governments."

**WHEREAS**, Article Five, Section 153, and Section 154 of Republic Act 7160 further provide that the local government units may impose and collect reasonable fees and charges for services rendered and may fix the rates for the operation of public utilities owned, operated, and maintained by them;

**WHEREAS**, the LGU BACCOOR intends to maximize the use of its sources and create additional sources of income by renting out some of its buildings to private corporations;

**WHEREAS**, the SECOND PARTY is engaged in the business of selling merchandise items in the form of grocery stores;

**WHEREAS**, the SECOND PARTY is interested in partnering with LGU BACCOOR in the establishment of a grocery store;

**WHEREAS**, public-private partnership (PPP) is now being adopted by the government to expedite the development and utilization of the country's available resources;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby agree and bind themselves to the following:

## **ARTICLE I THE PROJECT**

**Section 1.** The SECOND PARTY shall establish, operate, manage, and maintain a grocery store in Talaba 5, Zapote Kalinisan, Bacoor City, Cavite ("Store").

**Section 2.** This Agreement shall cover the establishment, operations, management, and maintenance of the Store.

**Section 3.** The expected outcome of the Agreement is the establishment, operations, management, maintenance, and sharing of the profits of the Store.



## **ARTICLE II SCOPE OF COOPERATION**

**Section 1.** The cooperation of the LGU BACCOOR and the SECOND PARTY shall include the following:

- a. The establishment, promotion, and sharing of profits of the Store;
- b. The compliance of the SECOND PARTY, its employees and workers, clients/users, etc., with the applicable laws, rules, regulations, policies, and guidelines.

## **ARTICLE III OBLIGATIONS OF THE PARTIES**

**Section 1. Common Obligations**

- a. All Parties involved in this Agreement shall assign appropriate personnel at all levels who will implement the roles as stipulated in this Agreement;
- b. The signatories herein identified from each organization are authorized to sign for and on behalf of the party they represent and
- c. Neither Party shall act as an agent or representative of the other Party in any transaction. The employees, contractors, consultants, and agents of one Party shall have no contractual relationship with the other party.

**Section 2. LGU BACCOOR shall:**

- a. Lease the stall located in Talaba 5, Zapote Kalinisan, Bacoor City, Cavite, to the SECOND PARTY;
- b. Guarantee that for the entire duration of this Agreement, the stall located in Talaba 5, Zapote Kalinisan, Bacoor City, Cavite shall only be leased to the SECOND PARTY;
- c. Grant a rent-free construction period starting from the date of turnover until the end of construction or 60 days, whichever comes first, and
- d. Undertake to perform all of its obligations under this Agreement;

**Section 3. The SECOND PARTY shall:**

- a. Ensure that all the licenses, plans, layouts, materials used, equipment, and supplies are compliant with relevant laws and guidelines.
- b. Establish, operate, manage, maintain, and, when necessary, improve and renovate the Store;
- c. Guarantee that the operations, management, and maintenance of the Store shall follow relevant laws, rules, regulations, policies, and guidelines;

- d. Be solely responsible for all the financial expenses incurred in the establishment, operations, management, maintenance, and improvement of the Store, including payment of utilities, permits, licenses, taxes, and salary of its own employees;
- e. Be solely responsible for all losses directly related to or incidental to the establishment, operations, maintenance, and improvement of the Store;
- f. Be responsible for keeping a book of accounts, recording all fees collected and all expenses incurred, and calculating the net profit;
- g. Guarantee to the LGU BACCOOR the right to access and review its books of accounts and other related financial documents;
- h. Keep and maintain the Store clean and free from rubbish and dirt at all times and arrange for the regular removal of trash and garbage, and shall not burn any trash or garbage in or about the Store or anywhere within the premises;
- i. Maintain the Store clean and free of rodents, bugs, and vermin and, at the request of the LGU BACCOOR, participate and cooperate in carrying out any problem of extermination that the LGU BACCOOR may direct.
- j. Not cause, allow, or permit any noxious, disturbing, or offensive odors, fumes or gases or any smoke, dust, steam, or vapor, or any loud or disturbing noise, sound, or vibration to emit or originate from the Store;
- k. Be responsible for the maintenance and repair of plumbing and electrical fixtures (such as faucets and their parts, door knobs, keys, socket, switches, etc.) within the Store but upon LGU BACCOOR'S supervision; hence, LGU BACCOOR must be notified before such activity is undertaken by the SECOND PARTY; and
- l. Undertake to perform all of its obligations under this Agreement;

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES**

**Section 1.** The LGU BACCOOR hereby represents and warrants that:

- a. It has the full power, authority, and legal right to enter into this Agreement, to exercise its rights and perform its obligations hereunder, and to consummate the transactions contemplated herein;
- b. All consents necessary for the due execution, delivery, and performance of this Agreement have been obtained;

**Section 2.** The SECOND PARTY hereby represents and warrants that:

- a. It is a duly organized corporation, validly existing, and in good standing under the laws of the Republic of the Philippines;
- b. It has full power, authority, and legal right to enter into this Agreement, to exercise its rights and perform its obligations hereunder, and to consummate the transaction contemplated herein;
- c. The development plans for the Store have been approved by applicable regulatory agencies and other concerned parties;
- d. All consents necessary for the due execution, delivery, and performance of this Agreement have been obtained;
- e. The SECOND PARTY hereby guarantees prompt payment of any and all charges heretofore mentioned as they may fall due and/or become demandable. Any delay in payment thereof shall constitute a material breach of herein agreement sufficient to cause immediate, unilateral rescission thereof by herein FIRST PARTY;
- f. It shall hold the LGU BACoor, including their officials and personnel, free and harmless from any and all claims, actions, liabilities, losses, and suits that may be brought or instituted by any party whatsoever because of the fault, failure, negligence, delay, or any conduct of the SECOND PARTY, its respective officers, employees, and agents in the performance of their corresponding obligation under this Agreement, without prejudice to its claim against the proper erring party;
- g. The obligations expressed to be assumed by it under this Agreement are legal, valid, and binding obligations, enforceable against them in accordance with the terms and conditions hereof, and that all acts, conditions, and things required by their Articles of Incorporation to be done, fulfilled, or performed to enable it to enter into, execute, deliver, exercise its rights, and perform its obligations hereunder are within its power to perform as provided under its Articles of Incorporation; and

## **ARTICLE V FUNDING, RENTAL, AND PROFIT SHARING**

**Section 1.** The SECOND PARTY shall be solely responsible for funding the establishment, operations, management, maintenance, improvement, and/or renovation of the Store. LGU BACoor shall not have any financial responsibility for any concerns of the Store.

**Section 2.** For purposes of this Agreement, any amount received by the SECOND PARTY directly from the Store shall be eligible for profit sharing. Profits shall be calculated based on gross sales received directly from the Store, leveraging Generally Accepted Accounting Principles.



**Section 3.** For the entire duration of this Agreement, the LGU BACCOOR shall be eligible for a profit share of 1% of monthly gross sales.

**Section 4.** The SECOND PARTY shall pay a Monthly Rental Fee of Twenty Thousand Pesos (Php 20,000.00). The Rental Fee shall be paid in advance every first day of the month. LGU BACCOOR shall reserve the right to increase the Maintenance Fee during the term of this lease upon a 30-day written notice to the SECOND PARTY. The SECOND PARTY shall approve or reject this proposal in writing within seven days of receipt.

**Section 5.** After the lapse of the period stated in this Agreement, the Parties may renegotiate the rental fee and the percentage for the profit sharing. If no written agreement is entered into within ten (10) days after the lapse of the period, it is hereby assumed that Profit Sharing shall be increased to 3% and the Rental Fee shall be increased by 20%.

**Section 6.** Any revisions to this Article or the percentage of profit sharing shall not require any Sangguniang Panlungsod Resolution or City Ordinance, as long as the revision is in writing, signed by both Parties, and does not decrease the percentage of profit sharing stated in this Article.

## **ARTICLE VI REMITTANCE**

**Section 1.** For accounting and transparency purposes, the SECOND PARTY shall keep a book of accounts for all payments received. The book of accounts shall also contain all expenses, taxes, and fees incurred in the operations of the Store.

**Section 2.** In determining the profit share, the SECOND PARTY shall prepare a monthly Accounting Document showing the income received, the expenses incurred, and the corresponding profit for such particular day. For purposes of this Article, a month is considered to consist of thirty (30) days.

**Section 3.** The SECOND PARTY shall transmit the Accounting Document to LGU BACCOOR within three (3) days after completion thereof. Thereafter, the LGU BACCOOR has three (3) days from receipt to confirm the accuracy of the computation of the amount of profit share.

**Section 4.** If there is no discrepancy, question, or clarification on the Accounting Document, LGU BACCOOR must immediately communicate the same to the SECOND PARTY. Thereafter, the SECOND PARTY has until End-of-Business Day ("EOD"), within which to transfer to LGU BACCOOR the corresponding profit share for the period covered in the Accounting Document.

**Section 5.** In case of discrepancies, questions, or clarification on the Accounting Document, LGU BACCOOR must immediately communicate the same to the SECOND PARTY. Thereafter, the SECOND PARTY has three (3) days from receipt thereof to explain, clarify, and correct such discrepancy. If needed, a new Accounting Document for such date shall be released, and the process stated in this Article shall be followed.

**Section 5.** Once both Parties settle the explanation, clarification, and correction, the SECOND PARTY has until the next working day to transfer the profit share due to LGU BACCOOR.

**Section 6.** For purposes of Accounting, the SECOND PARTY may require additional documents, and the FIRST PARTY undertakes to submit such documents to the SECOND PARTY. Further, the FIRST PARTY undertakes that it will allow the SECOND PARTY or its authorized representative to access and review the book of accounts related to the operations of the Store.

## **ARTICLE VII REPORTING**

**Section 1.** Apart from the Accounting Document and other accounting reports that LGU BACCOOR may require from the SECOND PARTY, the latter shall submit monthly reports on the status operations of the Store.

**Section 2.** LGU BACCOOR shall have the right to inspect and audit all financial records kept by the SECOND PARTY in relation to the Store at any time during and after the implementation of the project. The SECOND PARTY shall make all records available upon demand thereof by LGU BACCOOR.

## **ARTICLE VIII PERIOD AND TERMINATION**

**Section 1.** This Agreement shall commence upon execution and shall be valid for fifteen (15) years unless otherwise sooner terminated based on the provisions of this Agreement and applicable laws.

**Section 2.** This Agreement may be terminated based on the following conditions:

- a. Mutual agreement
- b. Material breach
- c. Fraud, misrepresentation, negligence by one Party
- d. The Second Party is declared insolvent

- e. Substantial destruction of or material damage to the Store due to force majeure that renders the Store unfit for the purpose of this Agreement
- f. Any similar causes

**Section 3.** Nothing in this Agreement prevents the Innocent Party from seeking redress to recover losses incurred due to the actions, omissions, and/or negligence of the Guilty Party.

## **ARTICLE IX MISCELLANEOUS PROVISIONS**

**Section 1.** Repairs and maintenance costs arising from the normal wear and tear of usage, including maintenance of water, electrical, and sewage systems, shall be for the sole account of the SECOND PARTY. Repairs and maintenance arising from the structural or hidden defects of the Store shall be for the account of LGU BACOR. The SECOND PARTY shall not start nor proceed with any major repair work, demolition, or renovation, particularly works or repairs of electrical, plumbing, painting, or any case introduce new permanent improvements, alterations, or fixtures thereon, without the written consent of LGU BACOR.

**Section 2.** This Agreement contains the full and complete agreement among the Parties on the subject matter, and the same shall supersede any and all representations, understandings, or agreements, verbal or written, implied or express, previously made or entered into by them. This Agreement may only be amended upon the written mutual agreement of the Parties. It is understood that all terms and conditions herein provided are subject to and subordinate to the existing laws, rules, and regulations of the LGU BACOR. In case of conflict, the pertinent provisions of the law, rules, and regulations shall prevail.

**Section 3.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

**Section 4.** In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.

**Section 5.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors-in-interest and assigns.

**Section 6.** This Agreement shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Agreement shall be deemed valid and binding upon contracted Parties only if made by the mutual



consent in writing of the Party and signed by the original signatories of both Parties to this Agreement. This Agreement shall be legally acceptable after being signed and stamped with the corporate seals by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.

**Section 7.** The relationship of the Parties under and in relation to this Agreement shall be limited to the matters herein contained. Nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.

**Section 8.** The failure of a Party to insist upon strict performance of any of the terms, conditions, and covenants under this Agreement shall not be deemed a relinquishment or waiver of any right/remedy that the aforesaid Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this Agreement by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this Agreement.

**Section 9.** No Party shall be liable for any failure or delay in performing its respective obligations as herein provided if any force majeure event shall be the proximate cause of the same. For purposes of this Agreement, a "Force Majeure Event" shall include, but not be limited to (i) declared or undeclared war, armed hostilities, revolution, rebellion, insurrection, riot, public disorder, and the like; (ii) unforeseen rock formations in the geodetic layers of the identified deep well sites; and (iii) extreme and unforeseen weather conditions, fire, unusual flood, earthquake, and similar calamities or acts of God, and Government's, local or national, declaration of community quarantines and other restrictions; and (iv) expropriation on any part of the site on which the Project will be located. The Party invoking the existence of a Force Majeure Event shall immediately notify the other Party, specifying the nature and details of the Force Majeure Event, how it affects the Party's ability to comply with its obligations hereunder, and a proposed mitigating action to address the same. Upon the cessation of such Force Majeure Event, the Parties shall immediately resume the performance of their obligations hereunder. However, if the Force Majeure Event extends for a period in excess of 180 continuous days, the Parties hereto shall meet to discuss the basis and terms upon which this Agreement be continued or mutually terminated.

**Section 10.** The Parties also agree that both shall exert utmost effort in settling any dispute amicably and peacefully. Any conflict or dispute arising out of this Agreement on the interpretation or implementation of any provision hereof shall be settled amicably within thirty (30) days through the Parties' authorized representatives. Either Party may initiate amicable discussions by sending written notice to the other Party, specifying the alleged dispute, and proposing a schedule for the amicable settlement thereof. In the event that the parties are unable to settle the dispute amicably and resort to any judicial relief be made to enforce any of the Parties' rights and/or the terms and conditions of the Agreement, the Aggrieved Party shall be entitled to recover ATTORNEY'S FEES from the Defaulting Party in the amount equivalent to TWENTY-FIVE PERCENT (25%) of the amount claimed in addition to the Cost of Suit and other litigation expenses, which the law and the court may deem reasonable to award.

**Section 11.** If any part of this Memorandum of Agreement shall for any reason be declared invalid and unenforceable, the remaining portions not affected thereby shall remain in full force and effect as if this Memorandum of Agreement was executed with such invalid portion eliminated or as if the parties would not have executed this Memorandum of Agreement had they known the invalidity or unenforceability thereof.

**Section 12.** This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines. Execution, delivery, and performance of this Agreement shall not violate any provision of applicable laws or constitute a breach of any contracts it has entered into.

**Section 13.** Except as may be otherwise specifically provided in this Agreement, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.

**IN WITNESS WHEREOF,** the parties hereunto affixed their hands in signature together with their instrumental witnesses this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in the City of Bacoor, Province of Cavite.

**CITY GOVERNMENT OF  
BACOR**

By:

**Hon. STRIKE B. REVILLA**

*City Mayor*

City Resolution No. \_\_\_\_

Series of \_\_\_\_

**DAILY DEAL GROCERY STORE**

By:

  
**IRENE CABRERA FRANCISCO**

*Owner*

SIGNED IN THE PRESENCE OF:

**ATTY. AIMEE TORREFRANCA-  
NERI**  
*City Administrator*  
Office of the City Administrator

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of Bacoor, Cavite) S.S.

**BEFORE ME**, a Notary Public for and in the City of Bacoor, Province of Cavite, this \_\_\_\_ day of \_\_\_\_\_ 2023, personally appeared the following persons:

NAME	ID	ID NUMBER / PLACE OF ISSUANCE	VALIDITY
HON. STRIKE B. REVILLA			
IRENE CABRERA FRANCISCO			

Known to me, and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed as well as those of the entities they represent. The foregoing Agreement consisting of \_\_\_\_\_ (\_\_\_\_) pages, including this page where the acknowledgment appears, has been signed by the parties and their instrumental witnesses on each page hereof.

**WITNESS MY HAND SEAL** on the date and at the place above written.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 202 \_\_\_\_\_





This certifies that

**DAILY DEAL GROCERY STORE**  
(BARANGAY)

TALABA IV, CITY OF BACOR CAVITE - REGION IV-A (CALABARZON)

is a business name registered in this office pursuant to the provisions of Act 3883, as amended by Act 4147 and Republic Act No. 863, and in compliance with the applicable rules and regulations prescribed by the Department of Trade and Industry.

This certificate issued to

**IRENE CABRERA FRANCISCO**

is valid from 14 October 2023 to 14 October 2028 subject to continuing compliance with the above-mentioned laws and all applicable laws of the Philippines, unless voluntarily cancelled

In testimony whereof, I hereby sign this

**Certificate of Business Name Registration**

and issue the same on 14 October 2023 in the Philippines.

  
**ALFREDO E. PASCUAL**  
Secretary

**Business Name No.5338193**

This certificate is not a license to engage in any kind of business and valid only at the scope indicated herein.



HTYG179215387241



Republic of the Philippines  
Department of Trade and Industry

**BUSINESS NAME REGISTRATION  
SOLE PROPRIETORSHIP APPLICATION FORM**

**PLEASE READ THE GENERAL INSTRUCTIONS ON THE LAST PAGE BEFORE FILLING UP THIS APPLICATION FORM**

<b>A. TYPE OF DTI REGISTRATION</b>						
1. <input checked="" type="checkbox"/> NEW <input type="checkbox"/> RENEWAL Certificate No. _____ Date Registered 14 October 2022						
<b>B. TAX IDENTIFICATION NO. (TIN)</b>				<b>C. Philippine Identification (PHID)</b>		
2. <input checked="" type="checkbox"/> With TIN Owner's TIN: 210-052-018 <input type="checkbox"/> Without TIN				3. PhilSys Card No (PCN):		
<b>D. OWNER'S INFORMATION</b>						
4. First Name IRENE		5. Middle Name CARRERA		6. Last Name FRANCISCO		7. Suffix (e.g. Jr, Sr, I, II)
8. Date of Birth			9. Civil Status		10. Sex	
Year	Month	Day	<input type="checkbox"/> Legally Separated <input type="checkbox"/> Single <input checked="" type="checkbox"/> Married <input type="checkbox"/> Widowed		<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	
1977	September	02			11. Are you a recognized Refugee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Stateless? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
12. Citizenship <input checked="" type="checkbox"/> Filipino <input type="checkbox"/> Other:						
<b>E. BUSINESS NAME TERRITORIAL SCOPE - Please choose ONLY ONE</b>						
13. <input checked="" type="checkbox"/> Barangay (P 200.00) <input type="checkbox"/> City/Municipality (P 500.00) <input type="checkbox"/> Regional (P 1,000.00) <input type="checkbox"/> National (P 1,000.00) Payment of P 30.00 Documentary Stamp Tax is required. Surcharge for RENEWAL: Additional 50% of the registration fee if filed within 91 days to 180 days after expiration						
<b>F. PROPOSED BUSINESS NAME - Please provide at least three (3) proposed business name options by priority</b>						
Dominant portion				Descriptor		
14. DAILY DEAL				GROCERY STORE		
15.						
16.						
<b>G. BUSINESS DETAILS</b>						
17. House/Building No. & Name:					18. Street AGUNALDO HIGHWAY	
19. Barangay TALABA IV			20. City/Municipality CITY OF BACOOR		21. Province CAVITE	
22. Region REGION IV-A (CALABARZON)			23. Phone No. (Area Code)		24. Mobile No. 0909987402	

H. OWNER DETAILS		
<input type="checkbox"/> Same as Business Details provided in box Nos. 17 to 24. Proceed to no. 33		
25. House/Building No. & Name: 13	26. Street HUNTER STREET, GREENVIEW SUBDIVISION	27. Barangay PAMPLONA TRES
28. City/Municipality CITY OF LAS PIÑAS	29. Province NCR, FOURTH DISTRICT	30. Region NCR - NATIONAL CAPITAL REGION
31. Phone No. (Area Code)	32. Mobile No. 0998887482	33. Email Address TABUYUC18@GMAIL.COM

FOR DTI USE ONLY			
<b>Registration Details:</b>			
Approved Business Name: DAILY DEAL GROCERY STORE		Business Name No.: 5338185	Date Registered: 14 October 2023
Territorial Scope: BARANGAY		Reference Code: HTYG179215387241	
<b>Payment Details:</b>			
Fee: P200 + P30 DST	OR Number: 484814712	Date Paid: 14 October 2023	Received by: -
<b>Monitoring Details:</b>			
Issuing Office: -		Processed by: -	
Received Correct Original Copy of Certificate of Business Name Registration			
_____ Signature Over Printed Name		_____ Date	

PLEASE READ THE UNDERTAKING AND THE CONSENT CAREFULLY BEFORE SIGNING

### UNDERTAKING

Per Department Administrative Order (DAO) No. 18-07 as amended, I hereby declare that:

1. All information supplied in this application are true and correct to the best of my belief and knowledge;
2. I undertake to immediately inform the Department of Trade and Industry (DTI) of any and all changes in my business and personal details and understands that failure to do so shall be a ground for the cancellation/revocation of my Business Name (BN) registration;
3. Any false or misleading information supplied, or production of false or misleading document to support this application shall be a ground for the automatic denial of this application, automatic cancellation/revocation of the BN registration, and/or filing of appropriate criminal, civil and/or administrative action against me;
4. I undertake to voluntarily cancel or change the business name immediately upon receipt of notice or order from the DTI or upon conclusive determination that a prior owner and lawful user of an identical or confusingly similar business name exists;
5. I understand that a post-evaluation may be conducted after the registration process and understands that any negative findings may be ground for the cancellation of my BN registration from the records of DTI upon failure to comply with the Post-evaluation recommendations, without prejudice to the filing of criminal, civil, and/or administrative action, as applicable; -
6. I understand and undertake to comply with the provisions of Act No. 3853 otherwise known as the BN Law, as amended, and its implementing rules and regulations and other related laws and rules;
7. I understand and consent to the disclosure to the public of the information appearing on my Certificate of BN Registration in accordance with the procedure set forth under the applicable rules and regulations of the BN Law and other existing rules and regulations on disclosure of information;
8. I undertake full responsibility in ensuring that my proposed business name is:
  - a. not a term or word or group of words that connote activities or norms that are unlawful, immoral, scandalous or contrary to propriety (e.g. Boots Massage & Spa);
  - b. not a name, words, terms or expressions used to designate or distinguish, or suggestive of quality, of any class of goods, articles, merchandise, products or services;
  - c. not those that are registered as trade names, trademarks, or business names by any government agency authorized to register names or trademarks;
  - d. not a name that is inimical to the security of the State;
  - e. not composed purely of generic word or words (e.g. The Drugstore, Health Care Clinic);
  - f. not a name which by law or regulation is restricted or cannot be appropriated (e.g. Red Cross, Red Crescent, ISIS);
  - g. not officially used by the government in its non-proprietary functions (e.g. NBI Private Investigation Services, PNP Security Agency);
  - h. not a name or abbreviation of any nation, inter-governmental or international organization unless authorized by competent authority of that nation, inter-government and international organization;
  - i. not ordered or declared by administrative agencies/bodies or regular courts not to be registered;
  - j. not a name of other persons; and
  - k. not deceptive, misleading or misrepresent the nature of my business.
9. I fully understand and hereby agree without any reservation that my failure to comply with or observe any of the foregoing undertakings or any of pertinent rules and regulations shall be sufficient ground for the denial of my application or cancellation/revocation of my registration of business name.

### CONSENT

By applying for business name (BN) registration, I hereby agree and consent to the processing of my business and personal information for the purpose of BN registration with the DTI. I understand that my business and personal and/or sensitive personal information may be shared among government agencies for purposes of performing their duties and mandates and may also be disclosed to private organizations and individuals for whatever legal purpose it may serve in accordance with the Revised Implementing Rules and Regulations (RIRR) of the BN Law, the use of which shall be governed by the Data Privacy Act of 2012, its RRR, and related circulars. I promise to notify the DTI should there be any amendment in my business and personal information.

*L. B. B. B.*  
*Francisco*  
Owner's Signature Over Printed Name  
Owner's ID Presented: \_\_\_\_\_

*Oct 19, 2023*  
Date  
ID No.: \_\_\_\_\_

To be filled out if application will be filed by authorized representative.

### AUTHORIZATION

I hereby authorize Mr./Ms. \_\_\_\_\_ to file my application for business name registration with the DTI.

Authorized Representative's ID Presented: \_\_\_\_\_

ID No.: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_