



Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
Acting City Vice-Mayor

HON. MICHAEL E. SOLIS
City Councillor

HON. ADRIELITO G. GAWARAN
City Councillor

HON. VICTORIO L. GUERRERO, JR.
City Councillor

HON. ALEJANDRO F. GUTIERREZ
City Councillor

HON. LEVY M. TELA
City Councillor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councillor

HON. REYNALDO D. PALABRICA
City Councillor

HON. REYNALDO M. FABIAN
City Councillor

HON. ROGELIO M. NOLASCO
City Councillor

HON. ALDE JOSELITO F. RAGULAYAN
City Councillor

HON. SIMPLICIO G. DOMINGUEZ
City Councillor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

Official Business
HON. MAC RAVEN ESPIRITU
SK Federation President

Attended by:

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

Certified by:

HON. CATHERINE SARINO-EVARISTO
Acting City Vice-Mayor

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

CITY RESOLUTION NO. 2023-194

Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE CONTRACT OF LEASE INVOLVING A COMMERCIAL SPACE WITHIN THE BACOOR GOVERNMENT CENTER FOR THE ESTABLISHMENT OF AN ALL-IN-ONE PAYMENT KIOSK BETWEEN THE CITY GOVERNMENT OF BACOOR AND GLOBE TELECOM, INC./ELECTRONIC COMMERCE PAYMENTS, (ECPay) INC.

Sponsored by:

Hon. Reynaldo M. Fabian

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Adrielito G. Gawaran, Hon. Victorio L. Guerrero, Jr., Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, pursuant to the Ease of Doing Business and Efficient Government Service Delivery Act of 2018, the City Government of Bacoor aims to provide efficient and convenient payment services to its constituents through the establishment of an all-in-one payment kiosk.

WHEREAS, an all-in-one payment kiosk will serve as a way for residents of the City of Bacoor to have easy and accessible payment methods for business and license permit applications, permit renewals, and taxes, among others.

WHEREAS, Electronic Commerce Payments (ECPay) Inc., in partnership with Globe Telecom, Inc., has expressed interest in establishing the said payment kiosk in the Bacoor Government Center.

WHEREAS, the proposed location of the payment kiosk is within the Bacoor Government Center premises and falls under the jurisdiction of the City Government of Bacoor.

WHEREAS, on 13 February 2023, the Sangguniang Panlungsod received a request from the Office of the City Mayor for the authority to sign a contract of lease for a space for a vending machine with Globe Telecom Electronic Commerce Payments Inc. (ECPay).



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SK Federation President

Attested by:

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

Certified by:

HON. CATHERINE SARINO-EVARISTO
Acting City Vice-Mayor

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

The draft contract of lease is deemed incorporated and made an integral part of this Resolution.

WHEREAS, under the draft contract of lease, the space shall be used only for the vending machine owned by Globe Telecom/ECPay Inc.

WHEREAS, under the Local Government Code of 1991, the City Mayor shall represent the city in all its business transactions and sign on its behalf all contracts upon the authority of the Sangguniang Panlungsod. Moreover, no contract may be entered into by the local chief executive without the Sangguniang Panlungsod's prior authorization.

NOW THEREFORE, upon motion of Hon. Reynaldo M. Fabian, unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor to sign the contract of lease involving a commercial space within the Bacoor Government Center for the establishment of an all-in-one payment kiosk between the City Government of Bacoor and Globe Telecom, Inc./ECPay Inc.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), Globe Telecom Inc., and other government agencies concerned with copies of this Resolution.

APPROVED on the 20th day of February 2023 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with the law.

Certified by:

HON. CATHERINE SARINO-EVARISTO
Acting City Vice Mayor/Acting Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary



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Attended by:
ATTY. KRISTIAN A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
HON. CATHERINE SARINO-EVARISTO
Acting City Vice-Mayor

Noted by:
HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

CONTRACT OF LEASE – SPACE FOR VENDING MACHINE

1. LESSOR	_____ a corporation duly organized and existing under and by virtue of Philippine laws with postal address at _____.
2. LESSEE	ELECTRONIC COMMERCE PAYMENTS (ECPAY), INC. , a corporation duly organized and existing under and by virtue of Philippine laws with business and postal address at the laws with business address at 11F IBM Plaza Building, Eastwood City Cyberpark, 188 E. Rodriguez Avenue, Bagumbayan, Quezon City
3. LEASED PREMISES	Indoor
4. LEASE TERM	Commencing on _____ and terminating on _____
5. FIXED MONTHLY RENT	P3,000 per site monthly exclusive of VAT (inclusive of utilities)
6. MODE OF PAYMENT	The rent shall be paid MONTHLY in advance, on or before the 5 th working day of the relevant MONTH to which such the rent corresponds at the GCASH Account designated by LESSOR. GCash Account Name: _____ GCash Mobile Number: _____
7. ADVANCE RENTAL	P9,000 , or equivalent to Fixed Rent for 3 months, exclusive of VAT, to be applied to the first 3 months of the Lease Term. The Advance Rent shall be payable upon signing of the Contract of Lease
8. INTEREST AND PENALTY	LESSEE shall pay interest on any unpaid amount at the rate of two percent (2%) per month and a penalty of three percent (3%) per month, to be computed from the date of delinquency until such amount is paid in full.
9. TERMS AND CONDITIONS	The use of the Leased Premises shall be subject to Annex A (Terms and Conditions).
10. COUNTERPARTS/MANUAL AND E-SIGNATURES.	This Agreement may be executed in any number of counterparts, each of which is an original, but all of which together constitute one and the same agreement. This Agreement may be executed manually and electronically (by way of electronic signature) and such electronic signatures shall be deemed original signatures, have the same force and effect as manual signatures and binding upon the parties. If this Agreement shall be executed electronically and manually, the best evidence of this Agreement shall be a copy of this Agreement bearing an electronic signature, in portable document format (.pdf) form, soft or hard copy or in any other electronic format intended to preserve the original graphic and pictorial appearance of a document.

Both Parties by themselves and/or through their respective authorized signatories, hereby certify that this Agreement and its Annex A (Terms and Conditions) were expressly negotiated, explained, understood, validated and accepted by each Party without fraud, force, duress, threat or intimidation.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2023 at Quezon City.

By: _____
Designation: _____

ELECTRONIC COMMERCE PAYMENTS (ECPAY), INC
By: _____
MA. PATRICIA DELA FUENTE-PASCUAL
General Manager

Signed in the Presence of:

Jay Red Agustin
B20. Bacnot
0917 688 7966

ACKNOWLEDGMENT

Republic of the Philippines)
J.S

BEFORE ME, a Notary Public for and in _____, Philippines, this _____, personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	ISSUED ON	ISSUED AT
(for _____)	TIN: _____	_____	_____
Ma. Patricia Dela Fuente-Pascual (for ELECTRONIC COMMERCE PAYMENTS (ECPAY), INC.)	SEC Reg No. Passport No.		

Known to me and to me known to be the same persons who executed the foregoing Contract of Lease consisting of three (3) pages including its Annex A (Terms and Conditions) relating to a leased space for the vending machine at the _____ and that they acknowledged to me that the same is their free and voluntary act and deed well as that of the individual/corporations herein represented. Witness my hand and seal on the date and at the place above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2023

NOTARY PUBLIC

"ANNEX A"
TERMS AND CONDITIONS

1. **APPLICATION OF PAYMENTS** - Any payment received by LESSOR shall be applied against the statement of account or billing with the earliest date. In the event that the payment of interest, penalty, rent or other charges is covered by one statement of account, then the payment received by LESSOR shall be applied in the payment of obligations stated therein in the following order of priority: (i) first, against the penalty due, (ii) then, against the interest due, (iii) finally, against unpaid rent or Advance Rental. Should the payment received be insufficient to completely settle any outstanding obligation, 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 Leased Premises shall be used exclusively as space for the vending machine owned by the LESSEE. LESSOR warrants that the Leased Premises is available and suitable at all times for the duration of this Contract for the LESSEE's use and intended purpose.
3. **WARRANTIES OF THE LESSOR**
 - (a) The LESSOR is the duly registered owner/legal possessor of the Leased Premises. The LESSOR hereby warrants the LESSEE's peaceful 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 LESSOR shall hold the LESSEE free and harmless from any and all 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 Leased Premises which may be caused by the LESSOR or third parties, the LESSEE shall have the right to rescind 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 preferential right over the Leased Premises, and shall not allow any other companies including but not limited to telecommunication companies, other than the LESSEE to install at or use any portion of the Leased Premises other than the purpose provided under this Contract in favor of the LESSEE.
 - (c) The LESSOR warrants that it shall take care of the vending machine with diligence like a good father of a family. The LESSOR shall ensure that the vending machine is in good working condition and is always connected to the electricity.
 - (d) The LESSOR shall fully indemnify the LESSEE for any damage to the vending machine caused by the LESSOR's (or its employees, family, assigns or any person acting on its behalf) fault or negligence.
 - (e) The LESSOR shall immediately report to the LESSEE any issues on the vending machine.
 - (f) The LESSOR hereby allows the LESSEE to make repairs, upgrade, modernize, improve, modify, install, de-install or replace the vending machine, any time at no additional charge or cost to the LESSEE. Any of the foregoing activities shall be done only by the LESSEE and upon prior notice to the LESSOR to ensure that only the LESSEE's duly authorized representative shall carry out any of the said activities. The LESSOR shall not allow any person to conduct any of the said activities without prior notification from the LESSEE.
 - (g) LESSOR's breach any of these warranties shall 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 arising from the LESSOR's breach of any of its warranties and the consequent termination of the Contract.
 - (h) The LESSOR warrants that it has secured and paid all permits, licenses, taxes, fees, costs, expenses and/or rental as may be required by any national and local government authorities or any third person in connection with its business operation and the Leased Premises. The LESSOR further warrants that it shall hold the LESSEE free and harmless from any and all consequences due to the absence of said permits, licenses and/or non-payment of fees, costs, expenses, rental and taxes.
 - (i) The LESSEE shall secure permits only for the vending machine, when required by any national or local government authorities.
 - (j) Should the LESSOR decide to sell or transfer his/har right over the Leased Premises to another, the LESSOR warrants that the new owner of the Leased Premises or any individual who has gained rights over the Leased Premises shall honor and respect this Contract, and further warrants that the rights granted to the LESSEE under this Contract shall not be disturbed or adversely affected thereby.
4. **DEFAULT BY THE LESSEE** - LESSOR shall have the right to cancel or terminate this Contract without need of legal or judicial action or order, upon the occurrence of any of the following events ("Event of Default"), by giving 20 business days written notice to LESSEE:
 - (a) LESSEE shall have failed 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 bankruptcy under the applicable law; or

5. **CONSEQUENCES OF DEFAULT** - Upon occurrence of any event of Default under the immediately preceding section, LESSOR shall be entitled to exercise the following remedies:
- (a) LESSOR shall be entitled to collect from LESSEE the rental fee due under Section 4 (a) including the corresponding interest and/or penalties and terminate this Contract, at its option. Should the LESSOR opt 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 Lease 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 bankruptcy.
 - (c) LESSEE shall not be liable for any indirect or consequential loss or damages arising from or in connection with the LESSOR's termination of this Contract.
 - (d) In the event that the LESSEE defaults on its obligations under Sections 4 and 5 of this contract and without any fault or negligence of the LESSOR, LESSEE shall be liable for attorney's fees, the costs of the litigation and other expenses which the LESSOR may incur in enforcing its rights and interests against the LESSEE.
6. **DEFAULT / BREACH BY THE LESSOR** - Any default or breach by the LESSOR of any of its obligations and/or warranties under this Contract shall entitle the LESSEE to immediately terminate this Contract, remove the vending machine from the Leased Premises, and recover any advance payment made by the LESSEE without need 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 termination of this Contract, without prejudice to the LESSEE's exercise of other remedies under this Contract, the law or in equity.
7. **TERMINATION FOR CONVENIENCE** - LESSEE may pre-terminate this Contract with twenty (20) days prior notice to the LESSOR in which case, LESSEE shall be liable for any and all rentals, interests and/or penalties due/accrued, if any. LESSEE shall, under this section, not be liable for other charges, costs, fees, expenses or forfeiture of any advance payment or unexpired portion of the Contract Term.
8. **LIABILITY FOR LOSS, DAMAGE, INJURY, DEATH** - LESSEE assumes full responsibility for any loss of or damage to properties, and/or injury to or death of the LESSOR's personnel or authorized representatives or third persons that may occur in the Leased Premises and binds itself to hold the LESSOR free and harmless and fully indemnified from any and all claims for damage, loss, injury or death, except when such loss or damage to property or injury or death of a person is directly, solely and exclusively caused by the LESSOR or its duly authorized agent or representative while using the Leased Premises.
9. **FORCE MAJEURE** - Unless otherwise expressly stipulated in this Agreement, neither Party shall be liable to the other for failure to perform any of its obligations under this Contract by reason of fire, flood, strikes or other industrial disturbances, accidents, war, riot, insurrection, pandemic, government order or restrictions or other causes beyond the reasonable control of the affected Party, provided that no fault or negligence is attributable to the said affected party.
10. **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 subsidiaries without securing the prior written consent of LESSOR at least sixty (60) days prior to date of transfer. The said consent shall not be unreasonably withheld or denied.
11. **RENEWAL** - The parties may renew this Contract on such terms and conditions mutually acceptable to both by giving written notice at least twenty (20) days prior to the expiration of this Agreement.
- The foregoing notwithstanding, it is hereby understood that there is an implied new agreement on a month-to-month basis and under the same terms and conditions herein when the LESSEE continues to use the Leased Premises after the expiration of this Contract or the renewal thereof without objection from the LESSOR, until such time that the parties execute a written renewal.
12. **CONFIDENTIALITY AND COMPLIANCE WITH THE DATA PRIVACY ACT** - The parties agree that the Contract of lease and the terms and conditions herein set forth shall be kept confidential and shall not be disclosed or released to any person without the prior written consent of the LESSEE. Both parties agree to strictly comply with the provisions and requirements of the Data Privacy Act and its implementing rules and regulations and any amendments thereto, if any, when needed.
13. **ENTIRE AGREEMENT** - The Contract and this Annex shall constitute the entire agreement between the parties. Neither the Contract nor this Annex shall be changed or modified without the prior written mutual agreement of the parties.
14. **VENUE** - All litigation arising from the terms and conditions of this Contract shall be brought before the Courts of Makati City.

-END-