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SENATE

COMMITTEE REPORT NO. 398  
DEC 13 2021

Submitted by the Committee on Public Services on

Re: **House Bill No. 10197**

Recommending its approval without amendment.

Sponsor: **Senator Grace Poe**

**MR. PRESIDENT:**

The Committee on Public Services, to which was referred **House Bill No. 10197**, introduced by **Representatives Romualdo, Alvarez (F.), Revilla, Maceda, et. al.**, entitled:

**AN ACT**  
**GRANTING PURPLE FLOWER TELECOMMUNICATION CORP. A**  
**FRANCHISE TO CONSTRUCT, INSTALL, ESTABLISH, OPERATE, AND**  
**MAINTAIN TELECOMMUNICATIONS SYSTEMS THROUGHOUT THE**  
**PHILIPPINES**

has considered the same and has the honor to report back to the Senate with the recommendation that it be approved without amendment.

Respectfully submitted,

  
SEN. GRACE POE  
Chairperson

*Vice-Chairpersons:*



SEN. RAMON BONG REVILLA JR.

SEN. PANFILO M. LACSON




SEN. EMMANUEL "MANNY" D. PACQUIAO

SEN. WIN GATCHALIAN

*Members:*

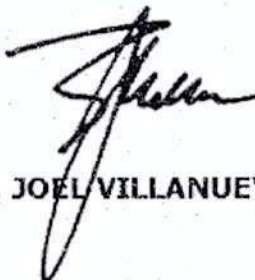


SEN. MARIA LOURDES NANCY S. BINAY



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SEN. FRANCIS "TOL" N. TOLENTINO



SEN. JOEL VILLANUEVA



SEN. MANUEL "LITO" M. LAPID

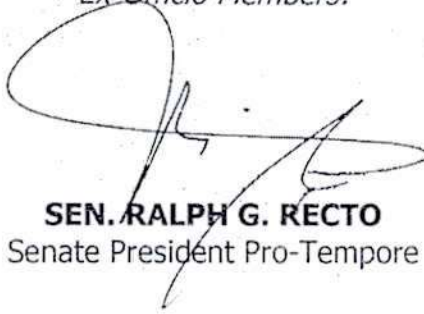
SEN. RICHARD J. GORDON



SEN. FRANCIS "KIKO" N. PANGILINAN

SEN. RISA HONTIVEROS

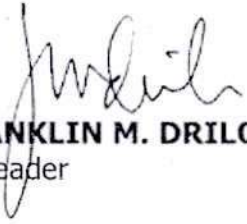
*Ex-Officio Members:*



**SEN. RALPH G. RECTO**  
Senate President Pro-Tempore



**SEN. JUAN MIGUEL F. ZUBIRI**  
Majority Leader



**SEN. FRANKLIN M. DRILON**  
Minority Leader

**HON. VICENTE C. SOTTO III**  
Senate President



HOUSE OF REPRESENTATIVES

H. No. 10197

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BY REPRESENTATIVES ROMUALDO, ALVAREZ (F.), REVILLA, MACEDA,  
NOGRALES (J.J.), NIETO, GARBIN, SAVELLANO, DY (F.), HOFER, BAUTISTA,  
OUANO-DIZON, VIOLAGO AND BORDADO, PER COMMITTEE REPORT NO. 1215

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**AN ACT**  
**GRANTING PURPLE FLOWER TELECOMMUNICATION CORP. A FRANCHISE TO**  
**CONSTRUCT, INSTALL, ESTABLISH, OPERATE, AND MAINTAIN**  
**TELECOMMUNICATIONS SYSTEMS THROUGHOUT THE PHILIPPINES**

*Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:*

1           **SECTION 1. *Nature and Scope of Franchise.*** – Subject to the provisions of the  
2 Constitution and applicable laws, rules and regulations, there is hereby granted to Purple  
3 Flower Telecommunication Corp., hereunder referred as the Grantee, its successors or  
4 assignees, a franchise to construct, install, establish, operate, and maintain, for  
5 commercial purposes and in the public interest, in the Philippines, wired and wireless  
6 telecommunications systems, including internet access, through copper, fiber optics,  
7 satellite systems, switches, and all other telecommunication system or information and  
8 communications technologies as are at present available or will be made available  
9 through technological advances or innovations in the future, and offer  
10 telecommunications services, value-added services, including internet access service, or  
11 other electronic communication services such as the transmission and reception of voice,  
12 data, facsimile, control signs, audio and video information services; or to construct,  
13 acquire, lease, and operate, or manage transmitting and receiving stations, lines, cables,



1 or systems as are convenient and essential to efficiently carry out the purpose of this  
2 franchise.

3  
4 **SEC. 2. *Manner of Operation of Stations or Facilities.*** – The stations or facilities  
5 of the Grantee shall be constructed and operated in a manner as will, at most, result only  
6 in the minimum interference on the wavelengths or frequencies of existing stations or  
7 other stations which may be established by law, without in any way diminishing its own  
8 privilege to use its assigned wavelengths or frequencies and the quality of transmission  
9 or reception thereon as should maximize rendition of the Grantee's services or the  
10 availability thereof.

11  
12 **SEC. 3. *Authority of the National Telecommunications Commission.*** – The  
13 Grantee shall secure from the National Telecommunications Commission (NTC) a  
14 Certificate of Public Convenience and Necessity or the appropriate permits and licenses  
15 for the construction, installation, and operation of its telecommunications systems or  
16 facilities. In issuing the certificate, the NTC shall have the power to regulate and impose  
17 such conditions relative to the construction, operation, maintenance, or service level of  
18 the telecommunications systems or facilities. Such certificate shall state the areas  
19 covered and the date the Grantee shall commence the service. The Grantee shall not use  
20 any frequency in the radio spectrum without authorization from the NTC. The NTC,  
21 however, shall not unreasonably withhold or delay the grant of such authority, permit, or  
22 license.

23  
24 In case of any violation of the provisions of this franchise, the NTC shall have the  
25 authority to revoke or suspend, after due process, the permits or licenses it issued  
26 pursuant to the franchise. The NTC may recommend to Congress the revocation of the  
27 franchise for any violation of the provisions of this franchise.

28  
29 **SEC. 4. *Excavation and Restoration Works.*** – For the purpose of erecting and  
30 maintaining poles or other supports for wires or other conductors, and for laying and  
31 maintaining of underground wires, cables, or other conductors, it shall be lawful for the

1 Grantee, its successors or assignees, with the prior approval of the Department of Public  
2 Works and Highways (DPWH) or the local government unit (LGU) concerned, as may be  
3 appropriate, to make excavations or lay conduits in any of the public places, roads,  
4 highways, streets, lanes, alleys, avenues, sidewalks, or bridges of the province, cities, or  
5 municipalities: *Provided, however,* That a public place, road, highway, street, lane, alley,  
6 avenue, sidewalk, or bridge disturbed, altered, or changed by reason of erection of poles  
7 or other supports or the underground laying of wires, other conductors or conduits, shall  
8 be repaired and replaced in workmanlike manner by the Grantee, its successors or  
9 assignees, in accordance with the standards set by the DPWH or the LGU concerned.  
10 Should the Grantee, its successors or assignees, after the ten (10)-day notice from the  
11 said authority, fail, refuse, or neglect to repair or replace any part of public place, road,  
12 highway, street, lane, alley, avenue, sidewalk, or bridge disturbed, altered, or changed  
13 by the Grantee, its successors or assignees, then the DPWH or the LGU concerned shall  
14 have the right to have the same repaired and placed in good order and condition, and  
15 charge the Grantee, its successors or assignees, at double the amount of the costs and  
16 expenses for such repair or replacement.

17

18 **SEC. 5. Responsibility to the Public.** – The Grantee shall conform to the ethics  
19 of honest enterprise and not use its stations or facilities for obscene or indecent  
20 transmission, or for dissemination of deliberately false information, or willful  
21 misrepresentation, or assist in subversive or treasonable acts.

22

23 The Grantee shall operate and maintain all its stations, lines, cables, systems, and  
24 equipment for the transmission and reception of messages, signals, and pulses in a  
25 satisfactory manner at all times, and as far as economical and practicable, modify,  
26 improve, or change such stations, lines, cables, systems, and equipment to keep abreast  
27 with the advances in science and technology.

28

29 The Grantee shall improve and extend its services in areas not yet served, and in  
30 hazard- and typhoon-prone areas that shall be determined by the National Disaster Risk  
31 Reduction and Management Council, or its legal successor, in coordination with the NTC.



1 The Grantee shall also improve and upgrade its equipment, facilities and services,  
2 in order to ensure effective compliance with the objectives of Republic Act No. 10639 or  
3 "The Free Mobile Disaster Alerts Act".

4 **SEC. 6. Rates for Services.** – The charges and rates for telecommunications  
5 services of the Grantee, except the rates and charges on those that may hereafter be  
6 declared or considered as nonregulated services, whether flat rates or measured rates or  
7 variations thereof, shall be subject to the approval of the NTC or its legal successor. The  
8 rates to be charged by the Grantee shall be unbundled, separable, and distinct among  
9 the services offered and shall be determined in a manner that ensures that regulated  
10 services do not subsidize those that are not regulated.

11  
12 **SEC. 7. Right of Government.** – The radio spectrum is a finite resource that is  
13 part of the national patrimony and the use thereof is a privilege conferred upon the  
14 Grantee by the State and may be withdrawn any time after due process.

15  
16 A special right is hereby reserved to the President of the Philippines, in times of  
17 war, rebellion, public peril, calamity, emergency, disaster, or disturbance of peace and  
18 order: to temporarily take over and operate the stations, transmitters, facilities, or  
19 equipment of the Grantee; to temporarily suspend the operation of any station,  
20 transmitter, facility, or equipment in the interest of public safety, security, and public  
21 welfare; or to authorize the temporary use and operation thereof by any agency of the  
22 government, upon due compensation to the Grantee for the use of the stations,  
23 transmitters, facilities, or equipment during the period when these shall be so operated.

24  
25 **SEC. 8. Term of Franchise.** – This franchise shall be in effect for a period of twenty-  
26 five (25) years from the date of the effectivity of this Act, unless sooner cancelled. This  
27 franchise shall be deemed *ipso facto* revoked in the event that the Grantee fails to comply  
28 with any of the following conditions:

- 1 (a) commencement of operations within three (3) years from the approval of its  
2 operating permit by the NTC;
- 3 (b) commencement of operations within five (5) years from the effectivity of this  
4 Act; and
- 5 (c) continuous operation for two (2) years.
- 6

7 **SEC. 9. Bond.** – The Grantee shall file a bond with the NTC, in the amount that the  
8 NTC shall determine, to guarantee compliance with and fulfillment of the conditions under  
9 which this franchise is granted. If, after three (3) years from the date of approval of its  
10 permit by the NTC, the Grantee shall have fulfilled the same, the bond shall be released  
11 by the NTC. Otherwise, the bond shall be forfeited in favor of the government and the  
12 franchise *ipso facto* revoked.

13

14 **SEC. 10. Right of Interconnection.** – The Grantee is hereby authorized to  
15 connect or demand connection of its telecommunications systems to other  
16 telecommunications systems installed, operated, and maintained by any other duly  
17 authorized person or entity in the Philippines for the purpose of providing extended and  
18 improved telecommunications services to the public, under the terms and conditions  
19 mutually agreed upon by the parties concerned. This right shall be subject to the review  
20 and modification of the NTC.

21

22 **SEC. 11. Warranty in Favor of the National and Local Governments.** – The  
23 Grantee shall hold the national, provincial, city, and municipal governments of the  
24 Philippines free from all claims, liabilities, accounts, demands, or actions arising out of  
25 accidents causing injury to persons or damage to properties, during the construction or  
26 operation of the stations, transmitters, facilities, or equipment of the Grantee.

27

28 **SEC. 12. Sale, Lease, Transfer, Grant of Usufruct, or Assignment of**  
29 **Franchise.** – The Grantee shall not sell, lease, transfer, grant the usufruct of, nor assign  
30 this franchise or the rights and privileges acquired thereunder to any person, firm,  
31 company, corporation, or other commercial or legal entity, nor merge with any other



1 corporation or entity, nor shall the controlling interest of the Grantee be transferred,  
2 simultaneously or contemporaneously, to any person, firm, company, corporation, or  
3 entity without the prior approval of Congress. The Grantee shall inform Congress,  
4 through the Office of the Speaker of the House of Representatives and the Office of the  
5 Senate President, of any sale, lease, transfer, grant of usufruct, or assignment of  
6 franchise or the rights and privileges acquired thereunder, or of the merger or transfer of  
7 the controlling interest of the Grantee, within sixty (60) days after the completion of the  
8 said transaction. Failure to report to Congress such change of ownership shall render the  
9 franchise *ipso facto* revoked. Any person or entity to which this franchise is sold,  
10 transferred, or assigned shall be subject to the same conditions, terms, restrictions, and  
11 limitations of this Act.

12  
13 **SEC. 13. *Dispersal of Ownership.*** – In accordance with the constitutional  
14 provision to encourage public participation in public utilities, the Grantee shall offer to  
15 Filipino citizens at least thirty percent (30%) of its outstanding capital stocks, or a higher  
16 percentage that may hereafter be provided by law, in any securities exchange in the  
17 Philippines within five (5) years from the effectivity of this Act: *Provided*, That in cases  
18 where public offer of shares is not applicable, other methods of encouraging public  
19 participation by citizens and corporations operating public utilities must be implemented.  
20 Noncompliance therewith shall render the franchise *ipso facto* revoked.

21  
22 **SEC. 14. *Commitment to Provide and Promote the Creation of***  
23 ***Employment Opportunities.*** – The Grantee shall create employment opportunities and  
24 accept on-the-job trainees in its franchise operations: *Provided*, That priority shall be  
25 accorded to the residents of the place where the principal office of the Grantee is located:  
26 *Provided, further*, That the Grantee shall comply with the applicable labor standards and  
27 allowance entitlement under existing labor laws, rules and regulations, and similar  
28 issuances.

1           The employment opportunities or jobs created shall be reflected in the General  
2 Information Sheet (GIS) to be submitted to the Securities and Exchange Commission  
3 (SEC) annually.  
4

5           **SEC. 15. Reportorial Requirement.** – The Grantee shall submit an annual report  
6 on its compliance with the terms and conditions of the franchise and on its operations to  
7 the Congress of the Philippines, through the Committee on Legislative Franchises of the  
8 House of Representatives and the Committee on Public Services of the Senate, on or  
9 before April 30 of every year during the term of its franchise.  
10

11           The annual report shall include an update on the commencement of activities,  
12 development, operation, and expansion of business; audited financial statements; latest  
13 GIS officially submitted to the SEC, if applicable; certification of the NTC on the status of  
14 its permits and operations; and an update on the dispersal of ownership undertaking, if  
15 applicable.  
16

17           The reportorial compliance certificate issued by Congress shall be required before  
18 any application for permit or certificate is accepted by the NTC.  
19

20           **SEC. 16. Fine.** – Failure of the Grantee to submit the requisite annual report to  
21 Congress shall be penalized with a fine in the amount of One million pesos  
22 (P1,000,000.00) for each working day of noncompliance, the effectivity of which shall  
23 commence upon applicability with other telecommunications franchise grantees:  
24 *Provided*, That in the interim, the Grantee shall be liable to pay the fine of Five hundred  
25 pesos (P500.00) per working day of noncompliance to the NTC. The fine shall be  
26 collected separately from the reportorial penalties imposed by the NTC, and it shall be  
27 remitted to the Bureau of the Treasury.  
28

29           **SEC. 17. Equality of Treatment in the Telecommunications Industry.** – Any  
30 advantage, favor, privilege, exemption, or immunity granted under existing franchises, or  
31 which may hereafter be granted for telecommunications, upon prior review and approval



1 of Congress, shall become part of this franchise and shall be accorded immediately and  
2 unconditionally to the herein Grantee: *Provided*, That the foregoing shall neither apply to  
3 nor affect the provisions of telecommunications franchises concerning territorial  
4 coverage, the term, or the type of service authorized by the franchise.

5  
6 **SEC. 18. *Repealability and Nonexclusivity Clause.*** – This franchise shall be  
7 subject to amendment, alteration, or repeal by Congress when the public interest so  
8 requires and shall not be interpreted as an exclusive grant of the privilege herein provided  
9 for.

10  
11 **SEC. 19. *Separability Clause.*** – If any of the sections or provisions of this Act is  
12 held invalid, all other provisions not affected thereby shall remain valid.

13  
14 **SEC. 20. *Repealing Clause.*** – All laws, decrees, orders, resolutions, instructions,  
15 rules and regulations, and other issuances or parts thereof which are inconsistent with  
16 the provisions of this Act are hereby repealed, amended, or modified accordingly.

17  
18 **SEC. 21. *Effectivity.*** – This Act shall take effect fifteen (15) days after its  
19 publication in the *Official Gazette* or in a newspaper of general circulation.

Approved,