



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Office of the Secretary
Elliptical Road, Diliman Quezon City

INDIVIDUAL CONSULTANCY CONTRACT

KNOW ALL BY THESE PRESENTS

This AGREEMENT made and entered into by and between:

The **DEPARTMENT OF AGRICULTURE**, an executive department with principal office at Elliptical Road, Diliman, Quezon City, represented by **ENGR. ARIEL T. CAYANAN** in his official capacity as Undersecretary for Operations and National Project Director, Philippine Rural Development Project (PRDP), hereinafter referred to as the "**DA**"

-and-

ATTY. CRISOSTOMO C. BELTRAN of legal age, Filipino, and with residence at No. 212 Lavezares Street, Binondo, Manila, hereinafter also referred to as the "**CONSULTANT**"

WITNESSETH:

WHEREAS, the **Government of the Philippines (GOP)** has received a loan from the **International Bank for Reconstruction and Development** (the "**Bank**") in an amount equivalent to US \$ FIVE HUNDRED ONE MILLION TWO HUNDRED FIFTY THOUSAND ONLY (US\$501,250,000), toward the cost of the **Philippine Rural Development Project** (hereafter "**PRDP**" or "**Project**") under Loan Agreement IBRD Loan No. 8421 dated September 8, 2014, and another loan from the same Bank in the amount of ONE HUNDRED AND SEVENTY MILLION UNITED STATES DOLLARS (\$170,000,000) under Loan Agreement IBRD Loan No. 8816-PH dated March 2, 2018, for the purpose of providing additional financing to scale up the original Project, and intends to apply a portion of the proceeds of these Loans to eligible payments under this Contract;

WHEREAS, the PRDP, which is designed to support government's efforts to reduce poverty among the rural communities in around eighty (80) provinces in the country, is being implemented by the DA specifically to increase agricultural productivity and improve the living standard of the people of the Philippines, through the building or enhancement of the capacity of **Local Government Units (LGUs)** in providing basic services, supporting the construction of basic infrastructure, and providing employment and income-earning opportunities within the country;

WHEREAS, the Project is also funded by the GOP through the DA and participating LGUs;

WHEREAS, the PRDP **National Project Coordination Office (NPCO)**, which is tasked with the overall operational and financial management of the PRDP, recognizes the necessity of hiring consultants to supplement its support staff team and to strengthen its management capabilities;

WHEREAS, at this juncture, the NPCO requires Consultant who shall deliver tasks and services corresponding to the position of Compliance Officer for and under the Project's Office of the National Deputy Project Director (ODPD), National Project Coordination Office;

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WHEREAS, the Chief Accountant of the DA has issued a Certification of Availability of Funds (CAF) sufficient to cover the cost of services as provided under this Consultancy Contract, with the said certification being attached hereto as **Annex "C"** and made an integral part hereof.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed, as they hereby agree, as follows:

1. SCOPE OF WORKS / SERVICES -- The **CONSULTANT** obligates himself to undertake and perform the following tasks and services as Compliance Officer:

- a. Develops initiates, maintains and revises policies and procedures for the general operation of the Project and its related activities to prevent illegal, unethical or improper conduct.
- b. Assist in the review of all internal & external communication and legal documents (e.g. MOA, IMA, program contracts, etc.) of the Luzon B PSO.
- c. Develops and periodically reviews and updates standards of conduct to ensure continuing currency and relevance in providing guidance to management employees.
- d. Collaborates with other component and units to direct compliance issues to appropriate existing channels for investigation and resolution and shall consult with DA-Legal Office/ Legal Officer as needed to resolve difficult legal compliance issues.
- e. Respond to alleged violations of rules, regulation policies, procedures and standards of conduct by evaluating or recommending the initiation of investigative procedures.
- f. Develops and oversee a system for uniform handling of such violations.
- g. Act as an independent review and evaluation body to ensure that compliance issues/concerns within the Program are being appropriately evaluated, investigated and resolved.
- h. Ensure proper reporting of violations or potential violations to duly authorized enforcement agencies as appropriate and/or required.
- i. Assist in resolving administrative issues including drafting responses to audit observations and other related documents; and
- j. All other functions as may be assigned or determined by the PRDP NPCO Project Director/ Deputy Project Director.

2. WORKSTATION/ATTENDANCE -- For purposes of performing the above services and/or tasks, the **CONSULTANT** shall have the flexible working hours and shall be exempted in the use of timekeeping machine, except in cases of field work as the **Consultant** may be directed to undertake by the **National Project Director**.

3. CONSULTANCY FEE

- a. **Compensation** -- The **CONSULTANT** shall receive a monthly fee of Philippine Pesos: **SIXTY SIX THOUSAND (P66,000.00)** effective on this contract's commencement date as provided under Paragraph 11 hereof, subject to withholding of taxes, and chargeable against PRDP funds. The **CONSULTANT** shall submit an Accomplishment Report duly approved by the Head of Office or Component/Unit concerned and shall attach hereto a Certification of Job Acceptance stating that the work rendered was satisfactory and in accordance with all stipulations called for in this Consultancy Contract and hereby accepted by the proper authorities concerned, every fifteen (15) days, as the basis for the release of his salary. The **CONSULTANT** shall be paid of his services within five (5) days after the submission of the aforesaid documents and completion of the 15-day service period.

Manager
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- b. **Reimbursable Costs** -- When conducting fieldwork, the **Consultant** is entitled to claim travel expenses and per diems, subject to existing government accounting and auditing rules and procedures, and chargeable against PRDP funds.
- c. **Other Costs/Allowance** -- The **Consultant** is allowed to attend trainings, conventions, conferences, and like activities related to the project on official time, subject to prior approval by the National Project Director. Fees and travel expenses will be charged against the PRDP funds, subject to existing government accounting and auditing rules and procedures.

Also, the Consultant is entitled to communication allowance subject to the availability of funds and in compliance with the existing government accounting and auditing rules and procedures.

- 4. **CONFLICT OF INTEREST CLAUSE** -- The **CONSULTANT** commits to provide professional, objective and impartial services to the **DA-PRDP-NPCO** and at all times hold the latter's interest paramount without any consideration for future assignments.

The **Consultant** shall not receive any remuneration in connection with the assignment except as provided in the Contract. He shall not engage in consulting or other activities that conflict with the interest of the **DA-PRDP**. In general, the **Consultant** shall strictly avoid conflicts of interest with him prior or current assignments and affirms to be able to carry out PRDP assignments or work in the best interest of the **DA-PRDP**.

The **Consultant** agrees that, during the term of this Contract and one (1) year after its termination, the Consultant and any entity closely associated with him, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

- 5. **GENERAL PROVISIONS** -- The parties mutually agree to perform, fulfill and abide with all of the provisions, requirements, and all matters and objects contained in or could reasonably be inferred from the terms of this Contract.

Nothing contained herein shall be construed as establishing or creating between the **DA** and the **CONSULTANT** the relationship of principal and agent, it being understood that the position of consultant and of anyone else performing the Services is that of an independent contractor.

- 6. **PROHIBITIONS** -- Except with the prior written approval of the **DA**, the **CONSULTANT** shall not assign or transfer this Contract or any part thereof, nor engage any independent sub-professional service provider, sub-consultant, or sub-contractor to perform any part of the Services set forth herein.

In any case, the approval of the **DA** of the assignment of any part of this Contract by the **Consultant** to an independent sub-professional service provider, sub-consultant or sub-contractor to perform the agreed Services or any part or item thereof, shall not relieve the **Consultant** of any of his obligations under this Contract.

In the event that any of such independent service provider, sub-consultant or sub-contractor was found to be incompetent in discharging his/her duties, the **DA** may request the **Consultant** to forthwith replace him/her with a consultant / sub-contractor with qualifications and experience acceptable to the **DA** for the purpose of resuming the performance of the Services required.




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No member of the **DA Personnel** assigned to, or in any way involved in the performance of the obligations under this Contract shall engage, directly or indirectly, either in his/her name or through the **Consultant**, in any business or professional activity that could be in conflict with the performance of the **Consultant's** duties and assignment under this Contract.

7. **INDEMNIFICATIONS -- CONSULTANT** will indemnify and hold harmless the DA-PRDP from any and all claims, actions and judgments arising from the performance of services subject matter of this Agreement.

The **CONSULTANT'S** liability under this Contract shall be limited to claims and/or actions for losses or damages directly caused by his failure to exercise skill and care, and shall not include liability for any action or claim for losses or damages arising from the inability of such party to perform obligations by reason of force majeure and occurrences merely incidental to such failure.

Provided, that in case of breach of this Contract, the **Consultant** contract shall be immediately terminated and Paragraph 4 of this contract automatically applies.

The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrection, riots, epidemics, landslide, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events or risks beyond the reasonable control of the affected party, occurred or incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform his/her obligations.

8. MISCELLANEOUS PROVISIONS

- a. **Notice of Delay** -- In the event the **CONSULTANT** anticipates delays in the delivery of required services or facilities under this Contract, he shall promptly notify the DA of the same, and may request for an appropriate extension of time for the completion of services / facilities. This provision applies to cases where there is a change in the scope of work required by the DA.
- b. **Contractual Ethics** -- The parties affirm that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or under the Contract, have been given or received in connection with the selection process or in the contract execution.

9. TERMINATION OF CONTRACT

- a. **By the DA:** The DA may terminate this Contract should any of the following events happen and, with respect to item (1) below, if said event/s is/are determined to be continuing:
- 1) The happening or occurrence of any condition or situation, which to any reasonable mind, could interfere or threaten to interfere with the successful implementation of the Project and/or the fulfillment of the contract's purpose;
 - 2) The **Consultant** is unable to obtain satisfactory or better Performance Evaluation Results for two (2) consecutive work/performance evaluation, which shall be conducted quarterly;
 - 3) If, as the result of Force Majeure, the **Consultant** is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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b. **By the CONSULTANT:**

b.1. If, by reason of any situation or of the occurrence of any event beyond the reasonable control of the **Consultant**, the performance of the obligations under this Contract is rendered or has become impossible, subject to the following procedure:

- 1) The **Consultant** shall promptly notify DA in writing of such situation or occurrence;
- 2) Upon confirmation in writing by the DA of the existence of any such situation or event, or upon failure of DA to respond to such notice within 30 days from receipt thereof, the **Consultant** shall be relieved from all liabilities on account of his failure to carry out his obligations as Consultant, and from the date of the DA's receipt of said notice (re: the infringing situation/ occurrence). The **Consultant** may thereupon terminate the Contract by giving not less than thirty (30) days prior written notice thereof.

b.2. In any other case, the **Consultant** may terminate this Contract by giving notice in writing thirty (30) days prior to the effective date of termination.


10. SETTLEMENT OF DISPUTES -- In cases of breach of contract or when conflicts or disagreement arise in the interpretation or implementation of the stipulations, terms and conditions of this agreement, the parties shall endeavor to settle the matter amicably, if possible and to the extent allowable by law.

Any dispute or difference arising out of this Contract that cannot be amicably settled between the parties shall be finally settled under Philippine laws.

11. EFFECTIVE DATE AND DURATION OF CONTRACT -- This Contract shall be effective for a period commencing on **March 29, 2021 or the date of its execution, whichever is later**, and ending on **June 30, 2021**.

IN WITNESS WHEREOF, the parties have hereto set their hands this 26 MAR 2021 at Elliptical Road, Diliman, Quezon City, Philippines.

DEPARTMENT OF AGRICULTURE
By:



ENGR. ARIEL T. CAYANAN
Undersecretary for Operations
and National Project Director, PRDP

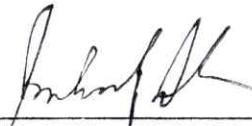
CONSULTANT
By:



ATTY. CRISOSTOMO C. BELTRAN

SIGNED IN THE PRESENCE OF:


CERTIFIED TRUE COPY



SHANDY M. HUBILLA, CESO IV, EnP.
OIC, National Deputy Project Director



JUNIBERT E. DE SAGUN
Administrative Unit Head

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City)S.S.

BEFORE ME, a Notary Public for and in Quezon City, this 21 MAR 2021, personally appeared Engr. Ariel T. Cayanan and Atty. Crisostomo C. Beltran, whom I have identified through their respective competent evidence of identity that they presented to me, as follows:

Table with 3 columns: Name, COMPETENT EVIDENCE OF IDENTITY, DATE/PLACE OF ISSUE. Includes entries for ARIEL T. CAYANAN and ATTY. CRISOSTOMO C. BELTRAN.

The above-named persons represented to me that they executed the foregoing INDIVIDUAL CONSULTANCY CONTRACT, affirmed that their signatures thereon were respectively voluntarily affixed by them for the purposes stated in the instrument and declared and acknowledged that they have executed the same as their free and voluntary act and deed.

This Instrument consisting of seven (7) pages, including this page on which this Acknowledgement is written, has been signed by the parties and witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the day above written.

Handwritten signature on the left margin.

NOTARY PUBLIC
Notary Public, Quezon City
Commission Serial Number:
Office Address:
My Commission Expires on

Handwritten signature of the Notary Public.

Roll No.
IBP No. , Issued on , at
PTR No. , Issued on , at

Doc. No. 189
Page No. 32
Book No. 111
Series of 2021

ATTY. ELISEO S. CALMA, JR.
Notary Public Quezon City
Until December 31, 2021
PTR NO. 0694702/ 01-04-2021/QC
IBP NO. 055280/ROLL NO. 50183
MCLE COMP. NO. VI-0012817
ADM MATTER NO. NP-067

CERTIFIED TRUE COPY stamp with handwritten signature over it.

Handwritten signature at the bottom right.



Department of Agriculture
PHILIPPINE RURAL DEVELOPMENT PROJECT
National Project Coordination Office
4th Floor, DA Building, Elliptical Road, Diliman,
Quezon City 1100, Philippines

SPECIAL BIDS AND AWARDS COMMITTEE
Resolution No. 018
Series of 2021

SUBJECT: RECOMMENDING THE AWARD OF CONTRACT FOR INDIVIDUAL CONSULTANCY FOR THE HIRING OF ONE (1) COMPLIANCE OFFICER FOR THE OFFICE OF THE NATIONAL DEPUTY PROJECT DIRECTOR – NATIONAL PROJECT COORDINATION OFFICE (NPCO)

REFERENCES

- Procurement Request Action Slip (PRAS) No. 2020-178 with an Estimated Project Cost (EPC) of Php 828,000.00
- Mode of Procurement: Selection of Individual Consultant (SIC)
- Approved 2021 Additional Financing Procurement Plan
- Approved memorandum for the Request for Authority to Hire Technical Staff for PRDP-NPCO dated December 15, 2020

WHEREAS, under the World Bank PRDP procurement guidelines the mode “Selection of Individual Consultants” (SIC) may be availed of, to wit:

d. Selection of Individual Consultant (SIC)

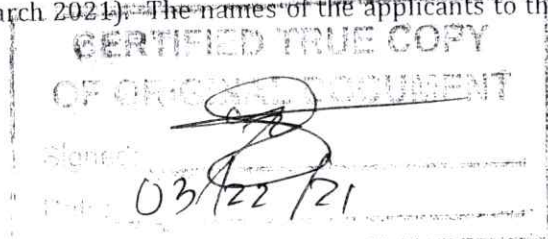
Individual consultants are employed on assignments for which (a) a team of experts is not required, (b) no additional outside (home office) professional support is required, and (c) the experience and qualifications of the individual are the paramount requirement. When coordination, administration, or collective responsibility may become difficult because of the number of individuals, it would be advisable to employ a firm.

Individual consultants are selected on the basis of their relevant experience, qualifications, and capability to carry out the assignment. The selection shall be carried out through the comparison of the relevant overall capacity of at least three qualified candidates among those who have, directly or through a firm, expressed interest in the assignment or have been approached directly by the DA. When the Project has not been able to compare at least three qualified candidates before hiring, it shall provide the reasons such as but not limited to specific assignment being required and qualifications being sought for is not common. It could still proceed for the award based on PRDP threshold of \$300,000.00 per contract, without the Bank’s Prior Review but subject to Post Procurement Review of the Bank.

WHEREAS, the Department of Agriculture-Philippine Rural Development Project (DA-PRDP) through its Special Bids and Award Committee (SBAC), caused the advertisement through the Philippine Electronic Procurement System (PhilGEPS) and PRDP website for eight (8) days, starting on February 18, 2021, a Request for Expression of Interest (REOI) and Terms of Reference relative to the hiring of one (1) Compliance Officer. The set deadline for the submission of Expressions of Interest with Curricula Vitae (CVs) was on 26 February, 2021 and was moved on 03 March 2021 through a Supplemental/Bid Bulletin No.1;

WHEREAS, in response to the said REOI and before the aforementioned deadline, a total of five (5) individuals submitted their respective applications and CVs to the DA-PRDP SBAC through sealed envelopes and/or online submission (opened on 05 March 2021). The names of the applicants to the position advertised are as follows:

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Position	No. of Applicants	Name of Applicant
Compliance Officer	5	1. Glenn Juris Betguen 2. Alvin Bernal Morada 3. Fe Leander V. Oliva 4. Atty. Crisostomo C. Beltran 5. Atty. Edward S. Magat

Copy of Matrix of EOIs is attached marked as **Annexes "A"** and made an integral part hereof;

WHEREAS, The Special Bids and Awards Committee Secretariat (SBACs) endorsed the applicants to Personnel Selection Committee for evaluation, exam and interview. Copy of endorsement is hereto attached marked as **Annex "B"** and made an integral part hereof;

WHEREAS, the PSC has set the criteria for evaluation and selection among qualified applicants for positions or assignments in the PRDP as follows:

SELECTION CRITERIA			Weighted Percentage
I.	Evaluation of CVs and other Pertinent Documents		
a.	Educational Attainment	20%	50%
b.	Years of Experience	50%	
c.	Knowledge/Skills Applicable in the Field of Assignment	30%	
	Sub-total for Criteria No. 1	100%	
II.	Panel Interview		25%
III.	Written Exam		25%
	TOTAL PERCENTAGE/RATING		100%

WHEREAS, upon the endorsement of the SBACs, the PSC facilitated the necessary screening and selection processes, which culminated in the evaluation of the qualifications of the applicants in accordance with the above criteria;

WHEREAS, on 18 March 2021, the committee issued PSC Resolution No. 21-08, Series of 2021 [**Annex "C" hereof**], recommending the hiring of Atty. Crisostomo C. Beltran who have accordingly been selected for having obtained the highest rate in the applicants' evaluation for the subject position/assignment:

OVERALL EVALUATION						
No	Name of Applicant	CRITERIA 1 (CV 50%)	CRITERIA 2 (Interview 25%)	CRITERIA 3 (Exam 25%)	Total Ave	Rank
1.	Glenn Juris Betguen	36	15	19	70	3
2.	Alvin Bernal Morada	16	N/A	N/A	16	
3.	Fe Leander V. Oliva	25	N/A	N/A	25	
4.	Atty. Crisostomo C. Beltran	49	21	23	93	1
5.	Atty. Edward S. Magat	46	16	20	82	2

WHEREAS, the SBAC, upon appraisal and validation of the said PSC Resolution alongside its supporting documents, and through its Memorandum dated 18 March 2021 [**Annex "D" hereof**], agreed with the recommendation of the PSC and itself recommended the award of a consultancy contract to the **individual** named above relative to the **assignment/position** correspondingly stated;

NOW THEREFORE, in view of the foregoing premises, We, the members of the PRDP SBAC HEREBY RESOLVE to:

(a) Declare Atty. Crisostomo C. Beltran to be the Highest Rated Consultant for the position / assignment correspondingly provided, under the office of the National Deputy Project Director PRDP-NPCO; and

(b) Recommend the award of consultancy contract - pursuant to the rules on competitive Selection of Individual Consultant (SIC) procurement method under the World Bank PRDP Procurement

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Guidelines -- to the said individual with contract rate (monthly) and period commencing as specified in the table below;

Table A - Details of the recommended award of consultancy contract:

Award in Favor of	For consultancy services corresponding to the Position of:	With a Monthly Compensation Rate of :	For the Inclusive Period:
1. Atty. Crisostomo C. Beltran	Compliance Officer	66,000.00	29 March 2021 or the date of execution of the Individual Consultancy Contract, whichever is later, until 30 June 2021

Done this 22nd day of March 2021 at D.A. office, Elliptical Road, Diliman, Quezon City, Philippines.

Assistant Secretary KRISTINE Y. EVANGELISTA
Chairperson



ENGR. CRISTY CECILIA P. POLIDO
Vice Chairperson




JEAN R. CALDINO, CPA, MPA
Regular Member



ATTY. ARMANDO R. CROBALDE, JR.
Regular Member

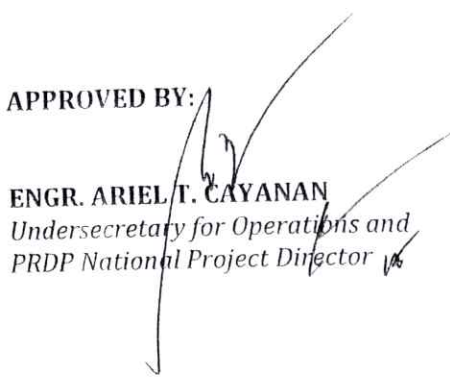


CHERYL C. SUAREZ
Regular Member



XERXES R. REMOROZO
Alternate Member

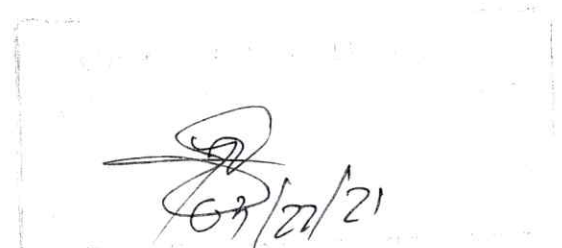
APPROVED BY:



ENGR. ARIEL T. CAYANAN
Undersecretary for Operations and
PRDP National Project Director



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03/22/21



Republic of the Philippines
Department of Agriculture
PHILIPPINE RURAL DEVELOPMENT PROJECT
National Project Coordination Office
4th Floor, DA Building, Elliptical Road, Diliman
Quezon City 1100, Philippines

22 March 2021

NOTICE OF AWARD

ATTY. CRISOSTOMO C. BELTRAN

Dear *Atty. Beltran*:

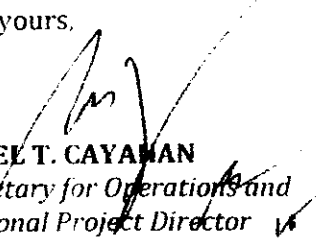
Please be informed that, upon the recommendation of the Special Bids and Awards Committee in its Resolution No. 018, S. 2021, The Hiring of Consultancy Service for One (1) Compliance Officer for the Office of the National Deputy Project Director, PRDP - NPCO under PRAS No. 2020-178 with particulars as provided in the table below, has been awarded to you:

Position	Monthly Compensation	Total Contract Amount (Total Compensation for Approx. Four (4) Month)	Contract Period
Compliance Officer	Php66,000.00	Php 264,000.00	29 March 2021 or the date of execution of the Individual Consultancy Contract, whichever is later, until 30 June 2021

Kindly signify your confirmation and/or acceptance of the award and its terms, as above-detailed, by affixing your signature on the space provided below and returning a signed conformed copy of this notice within two (2) days from receipt hereof.

Please give this matter your preferential attention.

Very truly yours,


Engr. ARIEL T. CAYAMAN
Undersecretary for Operations and
PRDP National Project Director

CONFORME:



ATTY. CRISOSTOMO C. BELTRAN

3/24/2021
DATE RECEIVED