



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. 020
Series of 2022

SUBJECT: RECOMMENDING THE AWARD OF CONTRACT FOR THE HIRING OF ONE (1) ADMINISTRATIVE OFFICER III FOR THE OFFICE OF THE NATIONAL PROJECT DIRECTOR PHILIPPINE RURAL DEVELOPMENT PROJECT-NATIONAL PROJECT COORDINATION OFFICE (PRDP-NPCO)

REFERENCES

- Procurement Request Action Slip (PRAS) No. 2022-034 with an Estimated Project Cost (EPC) of Php 2,020,000.00
- Mode of Procurement: Selection of Individual Consultant (SIC)
- Approved 2022 Additional Financing II Procurement Plan
- Approved memorandum for the Request for Authority to Hire Technical Staff for PRDP-NPCO

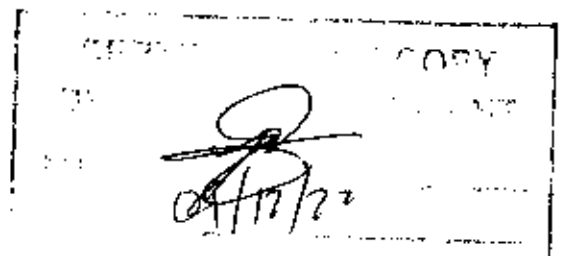
WHEREAS, under the World Bank PRDP procurement guidelines the mode "Selection of Individual Consultants" (SIC) may be availed of, to wit:

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 March 09, 2022, a Request for Expression of Interest (REOI) and Terms of Reference relative to the hiring of one (1) Administrative Officer III. The set deadline for the submission of Expressions of Interest with Curricula Vitae (CVs) was on 16 March,;



WHEREAS, in response to the said REOI and before the aforementioned deadline, a total of forty-one (41) individuals submitted their respective applications and CVs to the DA-PRDP SBAC through sealed envelopes and/or online submission (opened on 22 March 2022). The names of the applicants to the position advertised are as follows:

Position	No. of Applicants	Name of Applicant
<i>Administrative Officer III</i>	41	<ol style="list-style-type: none"> 1. Ron Aldrich M. Sobreviñas 2. Isaiah Mossad F. Serfino 3. Lean Mae A. Nortado Verano 4. Joanne L. Bautista 5. Kenny Bryalle B. Mendez 6. Sheila Mae Flores 7. Mignon Florence F. Serfino 8. Ruben S. Tarrayo 9. Rose Ann Enriquez 10. Edline Leido Andrada 11. Vince Edward Velasco 12. Jancel Concepcion 13. Camille R. Molina 14. Leda Jimenez 15. John Benedict Lopez 16. Michael Tojot 17. John Caraan 18. Petrovich Tamag 19. Rocelyn Banayat 20. Jenny Marie Manubug 21. Sheila Martinez 22. Raquel Guardiano 23. Roxanne Uy 24. Jefferson Balasbas 25. Sheena Allen Rey 26. Marmie Liwag Zipata 27. Genee Maere Mendezabal 28. Christine Jo Estigoy 29. Krizzia Reyes 30. Lhrey Jeann Vicentino 31. John Angelo Jose 32. Jessica Olmedo 33. Mart Rey Sampaga 34. Jyren Salva 35. Gregor Alfonsin Pondoyo 36. Juan Carlo Marquez 37. Jayson Servano 38. Joseph Henry Elamparo, Jr. 39. Cristina Fernandez 40. Earl Guil Aprigillo 41. Kaynan Amar Galicah

Copy of Matrix of EOs 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		
I.	Evaluation of CVs and other Pertinent Documents	Weighted Percentage
a)	Educational Attainment	20%
b)	Years of Experience	50%
		50%


c) Knowledge/Competencies/Skills	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 08 April 2022, the committee issued PSC Resolution No. 22-09, Series of 2022 [Annex "C" hereoff], recommending the hiring of Ms. Marmie Liwag Zapata 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.	Ron Aldrich M. Sobreviñas	30	Not applicable	Not applicable	30	
2.	Isaiah Mossad F. Serfino	17	Not applicable	Not applicable	17	
3.	Lean Mae A. Nortado Verano	30	Not applicable	Not applicable	30	
4.	Joanne L. Bautista	31	Not applicable	Not applicable	31	
5.	Kenny Bryalle B. Mendez	40	20	15	75	2
6.	Sheila Mae Flores	30	Not applicable	Not applicable	30	
7.	Mignon Florence F. Serfino	27	Not applicable	Not applicable	27	
8.	Ruben S. Tarrayo	40	No Show	No Show	40	
9.	Rose Ann Enriquez	29	Not applicable	Not applicable	29	
10.	Edline Leido Andrada	30	Not applicable	Not applicable	30	
11.	Vince Edward Velasco	15	Not applicable	Not applicable	15	
12.	Jancel Concepcion	19	Not applicable	Not applicable	19	
13.	Camille R. Molina	20	Not applicable	Not applicable	20	
14.	Leda Jimenez	20	Not applicable	Not applicable	20	
15.	John Benedict Lopez	40	No Show	No Show	40	
16.	Michael Tojot	30	Not applicable	Not applicable	30	
17.	John Caraan	17	Not applicable	Not applicable	17	
18.	Petrovich Tamag	30	Not applicable	Not applicable	30	
19.	Rocelyn Banayat	40	15	15	70	3
20.	Jenny Marie Manubug	15	Not applicable	Not applicable	15	
21.	Sheila Martinez	29	Not applicable	Not applicable	29	
22.	Raquel Guardiano	24	Not applicable	Not applicable	24	
23.	Roxanne Uy	30	Not applicable	Not applicable	30	
24.	Jefferson Balasbas	30	Not applicable	Not applicable	30	
25.	Sheena Allen Rey	30	Not applicable	Not applicable	30	
26.	Marmie Liwag Zapata	45	21	18	84	1
27.	Genee Maere Mendezabal	27	Not applicable	Not applicable	27	
28.	Christine Jo Estigoy	19	Not applicable	Not applicable	19	
29.	Krizzia Reyes	25	Not applicable	Not applicable	25	
30.	Lhrey Jeann Vicentino	24	Not applicable	Not applicable	24	
31.	John Angelo Jose	27	Not applicable	Not applicable	27	
32.	Jessica Olmedo	30	Not applicable	Not applicable	30	
33.	Mart Rey Sampaga	27	Not applicable	Not applicable	27	
34.	Jyren Salva	27	Not applicable	Not applicable	27	
35.	Gregor Alfonsin Pondoyo	17	Not applicable	Not applicable	17	
36.	Juan Carlo Marquez	40	No Show	No Show	40	
37.	Jayson Servano	24	Not applicable	Not applicable	24	
38.	Joseph Henry Elamparo, Jr.	14	Not applicable	Not applicable	14	
39.	Cristina Fernandez	22	Not applicable	Not applicable	22	
40.	Earl Guill Aprigillo	30	Not applicable	Not applicable	30	
41.	Kaynan Amar Galicha	25	Not applicable	Not applicable	25	

WHEREAS, the SBAC, upon appraisal and validation of the said PSC Resolution alongside its supporting documents, and through its Memorandum dated 08 April 2022 [Annex "D" hereoff], agreed with the

CERTIFIED COPY
 DEPARTMENT

 04/12/22

recommendation of the PSC and itself recommended the award of contract to Ms. Marmie Liwag Zapata 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 Ms. Marmie Liwag Zapata to be the Highest Rated Consultant for the position/ assignment correspondingly provided, under the Office of the National Project Director of PRDP-NPCO; and
- (b) Recommend the award of contract – pursuant to the rules on competitive Selection of Individual Consultant (SIC) procurement method under the World Bank PRDP Procurement 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 contract:

Award in Favor of	For consultancy services corresponding to the Position of:	With a Monthly Compensation Rate of :	For the Inclusive Period:
1. Marmie Liwag Zapata	Administrative Officer III	PHP 50,000.00	25 April 2022 or the date of execution of the Individual Consultancy Contract, whichever is later, until 30 June 2022

Done this 12th day of April 2022 at D.A. office, Elliptical Road, Diliman, Quezon City, Philippines.

Undersecretary KRISTINE Y. EVANGELISTA
Chairperson

omlra

ENGR. CRISTY CECILIA P. POLIDO
Vice Chairperson

JUNIBERT E. DE SAGUN
Regular Member

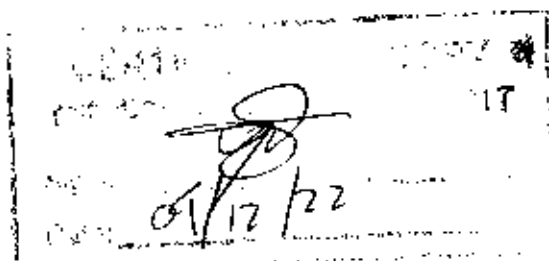
XERXES V. RAMONHOZO
XERXES V. RAMONHOZO
Alternate Member

CC Suarez
CHERYL C. SUAREZ
Regular Member

ty
LENY G. BECSON
Alternate Member

APPROVED BY:

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



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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

12 April 2022

NOTICE OF AWARD

MARMIE LIWAG ZAPATA

3rd St. Aurea Subdivision, Brgy., Sta Lucia,
City of San Fernando, Pampanga
Mobile Number: 0917-553-3618
Email Address: marmiezapata@gmail.com

Dear **Ms. Zapata**:

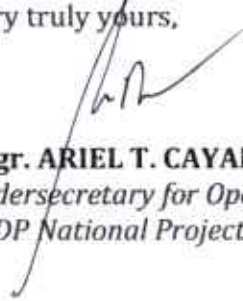
Please be informed that, upon the recommendation of the Special Bids and Awards Committee in its Resolution No. 020, S. 2022, The Hiring of One (1) Administrative Officer III for the Office of the National Project Director PRDP - NPCO under PRAS No. 2022-034 with particulars as provided in the table below, has been awarded to you:

Position	Monthly Compensation	Total Contract Amount (Total Compensation for Approx. Two and Half (2.5) Months)	Contract Period
Administrative Officer III	Php50,000.00	Php 125,000.00	25 April 2022 or the date of execution of the Individual Consultancy Contract, whichever is later, until 30 June 2022

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. CAYANAN
Undersecretary for Operations and
PRDP National Project Director

CONFORME:



MARMIE LIWAG ZAPATA

APRIL 18, 2022
DATE RECEIVED

APRIL 18, 2022



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-

MARMIE LIWAG ZAPATA of legal age, Filipino, and with residence at 3rd Street, Aurea Subdivision, Barangay Sta. Lucia, City of San Fernando, Pampanga, 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)** 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. 8421 and 8816-PH dated September 8, 2014 and March 2, 2018, respectively, toward the cost of the **Philippine Rural Development Project (hereafter "PRDP" or "Project")**. Further, the Government of the Philippines (GOP) has received a grant from the "Global Environment Facility" (GEF) thru the Bank (documented as GEF Trust Grant Number TF017788), acting as implementing entity of the GEF, to assist in financing pertinent components of the Project, and intends to apply a portion of the proceeds of said loan and/or grant to eligible payments under this Contract;

WHEREAS, the IBRD-WB approved the two-year extension of both aforementioned loans and the GEF grant until May 31, 2023, and the Second Additional Financing (AF-2) with IBRD Loan Number 9271-PH amounting to **TWO HUNDRED EIGHTY MILLION U.S. DOLLARS (\$280,000,000.00)** to further scale up and support the Government's effort to reduce poverty and to ensure economic recovery and strong agricultural value chain in response to COVID-19 pandemic;

WHEREAS, the IBRD-WB, acting in its capacity as a bank and the administrator of the European Union (EU) Philippines Rural Development Project Single - Donor Trust Fund, in addition to the AF-2, extended a grant (EU co-financing grant) to GOP amounting to **EIGHTEEN MILLION THREE HUNDRED THOUSAND EURO (Euro 18,300,000)** with Grant Number TF0B5756 to expand the exclusiveness of PRDP by supporting and providing an incentive to LGUs in Mindanao with a higher incidence of poverty (4th-6th class LGUs), lower capacity, more conflict-affected areas, and larger number of indigenous people;

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 Administrative Officer III for and under the Office of the National Project Director of the PRDP -- NPCO;

WHEREAS, following the applicable procedures in the procurement of services of consultants through the competitive "**Selection of Individual Consultants**" or "**SIC**" method under the World Bank guidelines on the procurement of consultancy services, the DA advertised a "Request for Expression of Interest" (REOI) and Terms of Reference (TOR) relative to the hiring of one (1) individual who will provide services corresponding to the position of Administrative Officer III for and under the Office of the National Project Director, PRDP-NPCO. This was done through a posting on the *PhilGEPS* and PRDP website of the said REOI and TOR, for eight (8) days starting on March 9, 2022 with the deadline for the submission of expressions of interest and Curricula Vitae (CVs) set for March 16, 2022;

WHEREAS, by the time of the said deadline, forty one (41) expressions of interest (through letter-applications) and corresponding CVs were duly submitted to the PRDP **Special Bids and Awards Committee (SBAC)** respectively by 41 applicants to the position of Administrative Officer III;

WHEREAS, through its **Resolution No. 020, Series of 2022** done on **April 12, 2022** (*hereto attached as Annex "A" and made an integral part hereof*), the PRDP SBAC recommended the award of Consultancy Contract for the Position of Administrative Officer III, Office of the National Project Director, PRDP-NPCO (*Mode of Procurement: SIC*), and for the period commencing on **April 25, 2022 or the date of execution of the Individual Consultancy Contract, whichever is later, and ending on June 30, 2022**, to herein Consultant **MARMIE LIWAG ZAPATA**. Whereas, the said Resolution was duly approved by the Undersecretary for Operations and National Project Director, PRDP;

WHEREAS, in accordance with the said SBAC Resolution, the DA prepared a **Notice of Award (NOA)** dated **April 12, 2022** (*hereto attached as Annex "B" and made an integral part hereof*) in favor of the herein Consultant, stating that an individual consultancy contract for consultancy services corresponding to the position of Administrative Officer III under the Office of the National Project Director, PRDP-NPCO under PRAS No. 2022-034 has been awarded the latter;

WHEREAS, the Consultant has signified acceptance and/or confirmation of the said award by appending her signature on the space under the term "**Conforme**" in the NOA on **April 18, 2022**;

WHEREAS, MARMIE LIWAG ZAPATA, having been determined by the DA to possess the education, training, skills, expertise and experience qualifications for a Consultant expected to deliver services pertinent to the position of Administrative Officer III for and under the PRDP-NPCO Office of the National Project Director, through the prescribed screening and procurement processes, is willing to pursue her engagement by the DA and deliver services to said institution in accordance with the Terms of Reference and this Contract;

WHEREAS, the hiring of Individual Consultants pursuant to 2011 WB Guidelines for the Selection and Employment of Consultants is no longer subject for review while submission of the WB No Objection Letter is inapplicable as per WB Letter dated March 4, 2014;

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 herself to undertake and perform the following tasks and services as Administrative Officer III:
 - a. Calendar and organize schedules, itineraries and other activities (e.g. travels, meetings, conferences, consultations) concerning the office of the National Project Director as well as arrange accommodations, as necessary;
 - b. Represent the National Project Director by welcoming visitors, reviewing correspondence, answer questions and meeting requests directed to the National Deputy Project Director;
 - c. Assist the Component & Unit Heads make consistent decisions by providing quality inputs and serving as liaison between them and the National Project Director;
 - d. Ensure appropriateness/correctness of correspondences, reports and other documents requiring initial/signature of the National Project Director;
 - e. Prepare draft responses to letters of intents, proposals and queries about the Project from local government units, government agencies, private sectors and interested parties;
 - f. Travel and attend meetings and other Project-related activities with the National Project Director and prepare minutes, action lists and provide administrative support, if necessary;
 - g. Provide administrative support and perform other tasks that may be assigned, as necessary;

- h. Represent the National Project Director by welcoming visitors, reviewing correspondence and arrange program functions; answer questions and meeting requests directed to the Deputy Program director;
- i. Assist the component & unit heads make consistent decisions by providing quality inputs and serving as liaison between them and the Program Director;
- j. Arrange Program travels and meetings by developing itineraries and agenda; arranging lodgings and meeting accommodations;
- k. Completes projects and special assignments by establishing objectives; determining priorities; managing time; gaining cooperation of others; monitoring progress; problem-solving and making adjustment to plans;
- l. Travel and attend meetings with the National Project Director and prepare minutes, action lists and provide administrative support, if necessary;
- m. Prioritize conflicting needs; handles matter expeditiously; proactively and follows through on project implementation to successful completion of project;
- n. Prepare initial drafts of correspondences and documents coming from the Office of the National Project Director; and
- o. Performs other functions as may be directed by the National Project Director

2. **WORKSTATION/ATTENDANCE** -- For purposes of performing the above services and/or tasks, the **CONSULTANT** shall have the normal work hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. She shall be required to provide her services at the **DA-PRDP-NPCO** office located at 4th Floor, DA New Building, Elliptical Road, Diliman, Quezon City, 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: **FIFTY THOUSAND (P50,000.00)** effective on this contract's commencement date as provided under Paragraph 13 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 her salary. The **CONSULTANT** shall be paid of her services within five (5) days after the submission of the aforesaid documents and completion of the 15-day service period.
- 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. **PERFORMANCE STANDARDS** -- The **CONSULTANT** undertakes to perform the obligations above with highest standard of professional and ethical competence and integrity

5. **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. She 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 her 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 her, 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.

6. **CONFIDENTIALITY CLAUSE/NON-DISCLOSURE** - Except with prior written consent of the DA, the **CONSULTANT** shall not at any time communicate to any person or entity any confidential information acquired in the course of the performance of the Services, nor shall the **CONSULTANT** make public the performance of the Services, nor shall the **CONSULTANT** make public the recommendation of the Services, nor shall the **CONSULTANT** make public the recommendation formulated in the course of, or as a result of, the Services. For purposes of this clause, "Confidential Information" means any information or knowledge acquired by the **CONSULTANT** arising out of, or in connection with, the performance acquired by the **CONSULTANT** arising out of, or in connection with, the performance of the Services under this **CONTRACT** that is not otherwise available to the public.

7. **GENERAL PROVISIONS** -

- a. 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.
- b. 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.

- c. The implementation of this Agreement shall be subject to the World Bank Guidelines, Republic Act No. 9184, or the "Government Procurement Reform Act" and its implementing rules and regulations, the PRDP Administrative Guidelines, and other relevant issuances.

8. **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.

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.

9. **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 her 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 5 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.

10. MISCELLANEOUS PROVISIONS

- a. **Notice of Delay** -- In the event the **CONSULTANT** anticipates delays in the delivery of required services or facilities under this Contract, she 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.

11. 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 occurrence of any condition or situation, which to any reasonable mind, could seriously interfere with or threaten the successful implementation of the Project and/or the fulfillment of the Staff/Contract's purpose(s) or has actually seriously interfered with or threatened the successful implementation of the Project and/or the fulfillment of the Contract's purpose(s);
- 2) Breach of contract, and/or the Consultant's failure to deliver or perform outputs and deliverables within the required or instructed period, or any other obligations under the contract.
- 3) As a result of Force Majeure, the Consultant is unable to perform a material portion of the services required of him/her for a period of not less than sixty (60) days. If, as the result of the Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from DA stating that the circumstance of force majeure is deemed to have ceased.
- 4) Inability to report or perform for work for a period of thirty (30) working days;
or
- 5) Engagement in any unlawful conduct.

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 her failure to carry out her 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.

12. 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 the Philippine laws.

13. EFFECTIVE DATE AND DURATION OF CONTRACT -- This Contract shall be effective for the period commencing on **April 25, 2022** and ending on **June 30, 2022**.

IN WITNESS WHEREOF, the parties have hereto set their hands this 12 2 APR 2022 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:

MARMIE LIWAG ZAPATA

SIGNED IN THE PRESENCE OF:

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 22 APR 2022, personally appeared Engr. Ariel T. Cayanan and Marmie Liwag Zapata, whom I have identified through their respective competent evidence of identity that they presented to me, as follows:

	COMPETENT EVIDENCE OF IDENTITY	DATE/PLACE OF ISSUE
ARIEL T. CAYANAN	_____	_____
MARMIE LIWAG ZAPATA	_____	_____

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. With respect to Engr. Ariel T. Cayanan, he acknowledged that he appended his signature as the representative of the Department of Agriculture – PRDP in the foregoing instrument and **declared** that he has the authority to sign in that capacity.

This Instrument consisting of nine (9) 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.

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

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

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ATTY. RYAN C. CORTES
Notary Public Quezon City
Until December 31, 2022
PTR No. 2564877 01/27/2022; Quezon City
IBP No. 173355; 02/15/2022;
Roll No. 72112 MCLE Compliance No. VI – 003 Per
Adm No. NP-071 (2021-2022)