



CONTRACT OF SERVICE

KNOW ALL BY THESE PRESENTS:

This Contract of Service entered into by and between:

The **DEPARTMENT OF AGRICULTURE**, an executive department with principal office at Elliptical Road, Diliman, Quezon City, represented by **ARNEL V. DE MESA** in his official capacity as Assistant Secretary for Operations and National Project Director, Philippine Rural Development Project (PRDP), hereinafter referred to as the "**First Party**"

-- and --

ORLANDO M. BURBURAN JR., of legal age, Filipino, and residing at 35 BAI Compound, Vasra, Quezon City, hereinafter also referred to as the "**Second Party**"

WITNESSETH:

WHEREAS, the Philippine Rural Development Project (PRDP) is being implemented by the Department of Agriculture (DA) to support government's effort to reduce poverty by increasing agricultural productivity through provision of agricultural infrastructures and income-earning opportunities within the country;

WHEREAS, PRDP is jointly funded by the World Bank (WB) under IBRD Loan Nos. 8421, 8816, 9271-PH, and grant funds under Grant Nos. TF017788, TF0B5756 (GEF) and TF0B5756 (EU), the DA and the participating Local Government Units (LGU);

WHEREAS, the National Project Coordination Office (NPCO) which is tasked with the financial and operational management of the PRDP, recognizes its need to supplement its staff to strengthen its management capabilities;

WHEREAS, the National Project Advisory Board (NPAB) during the 10th NPAB Meeting on October 21, 2022 has approved Resolution No. 2, Series of 2022 entitled "Compensation Increase of the PRDP Hired Staff and Approval of the Revised NPCO-PSOs-RPCOs Staffing Rates and Remunerations Effective January 1, 2023";

WHEREAS, the PRDP Special Bids and Awards Committee (SBAC) Resolution No. 111 Series of 2023 dated December 1, 2023 recommended the hiring of the engagement for the services of the herein Contracted Staff;

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

1. The **First Party** is in need of the services of a **Administrative Aide** to provide administrative support to the Components/Units to ensure effective, efficient and timely delivery services of the Project;
2. The **Second Party** has signified his/her intention to which the **First Party** has accepted to provide the services needed by the latter;
3. The **Second Party** attest that a) he/she possesses the experience and skills required to perform the job as described herein b) he/she has not been previously dismissed from government service by reason of an administrative offense;

4. The **Second Party** is hereby contracted as **Administrative Aide** for the period of **December 4, 2023 to December 31, 2023**, in consideration of a monthly rate of **Twenty-One Thousand Six Hundred Pesos (P21,600,00)** subject to withholding taxes as provided under existing and prevailing laws, Commission on Audit Rules and Regulations;
5. The **Second Party** is expected to perform the following actual functions:
 - a. Assist in the preparation of vouchers and other financial documents needed by the component/unit in its official transactions/activities;
 - b. Facilitate routing of documents to various component and units, DA offices and PRDP clientele;
 - c. Operate the business/office machines such as photocopiers, facsimile and others as directed and to ensure it is properly maintained;
 - d. Undertake daily office janitorial and housekeeping tasks as directed by his/her immediate superiors;
 - e. Assist PRDP personnel in sorting, filing, retrieval, duplicating and indexing of all PRDP documents;
 - f. Assist during the conduct of office meetings and conferences and to ensure that office conference rooms are properly arranged and provided with necessities for efficient conduct of meetings;
 - g. Facilitate other menial tasks as may be requested by the Project Director/Deputy Director
6. The **Second Party** shall perform work at regular official time and shall be obliged to register his/her time on the Biometric Machine;
7. The **Second Party** shall submit an Accomplishment Report duly approved by the Head of Office or 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 Contract of Service and hereby accepted by the proper authorities concerned, every fifteen (15) days, as the basis for the release of his/her salary. The **Second Party** shall be paid of his/her services within five (5) days after the submission of the aforesaid documents and completion of the 15-day service period.
8. The **First Party** may terminate this contract, immediately effective upon notice, on the following grounds:
 - a. 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
 - b. Inability to perform a material portion of the services required of him/her for a period of not less than sixty (60) days
 - c. Incompetence to meet and comply with the scope of works and services as solely determined by PRDP
 - d. Dishonesty;
 - e. Oppression;
 - f. Neglect of duty;
 - g. Misconduct;
 - h. Disgraceful and immoral conduct;
 - i. Poor Performance as per Evaluation of PRDP
 - j. Discourtesy in the course of official duties;
 - k. Refusal to obey office rules, guidelines, protocols; and written or oral orders from the Project Director, Deputy Project Director, Component/Unit Head/Alternate Head and/or Immediate Supervisor;



- l. Receiving for personal use of a fee, gift or other valuable thing in the course of official duties or in connection therewith when such fee, gift, or other valuable thing is given by any person in the hope or expectation of receiving a favor or better treatment than that accorded other persons, or committing acts punishable under the anti-graft laws;
 - m. Conviction of a crime involving moral turpitude; and
 - n. Any other act analogous to the foregoing.
9. The **First Party**, may in alternative to immediate termination of this contract, issue a warning letter and reprimand to the erring contracted staff, in accordance to the administrative guidelines, if it deems the gravity of the breach of the contract, not substantial enough to warrant immediate termination of this contract. The contracted staff must correct this breach of contract within a reasonable time. This is without prejudice to the unilateral prerogative of the **First Party** to impose the immediate termination of the concerned hired consultant/contracted staff, given the gravity, nature, and severity of the violation or ground for termination.
10. The **Second Party** may terminate this Contract by giving notice in writing, thirty days (30) days prior to termination;
11. The **Second Party** shall abide with office rules and regulations of the Department of Agriculture and of the PRDP as contained in its Administrative Guidelines;
12. The **Second Party** shall be assigned to Administrative Unit and that if in the exigency of the service so required, the **First Party** may authorize the **Second Party** to travel locally, provided such is supported by a Travel Order and approved by proper authorities;
13. The **Second Party** may claim corresponding travelling allowance in accordance with the prevailing government accounting and auditing rules and regulations;
14. The **Second Party** is entitled to communication allowance subject to the availability of funds and in compliance with the existing government accounting and auditing rules and procedures;
15. It is understood that this contract does not create an employer-employee relationship between the **First Party** and the **Second Party**; that the services rendered hereunder are not considered and will not be accredited as government service and that the latter is not entitled to the benefits enjoyed by the regular personnel of the **First Party** and that this service contract is subject to applicable laws and regulations issued by the COA and DBM.

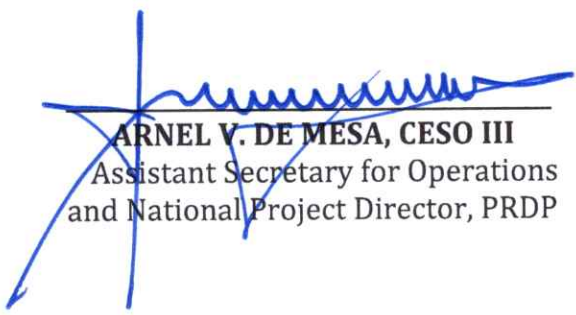


O. Burburan

IN WITNESS WHEREOF, the parties have hereto set their hands this
01 DEC 2023 at Elliptical Road, Diliman, Quezon City, Philippines.

First Party

Second Party

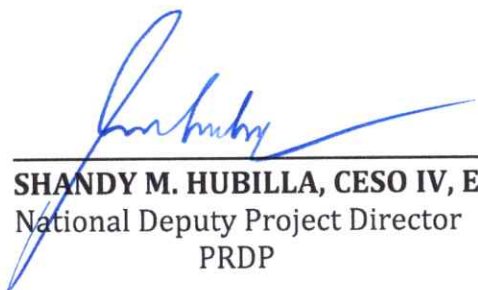


ARNEL V. DE MESA, CESO III
Assistant Secretary for Operations
and National Project Director, PRDP

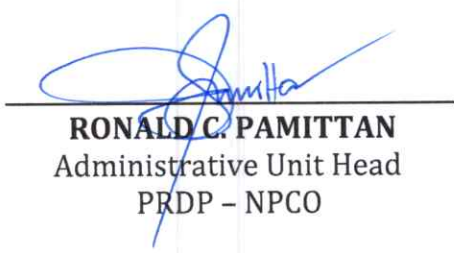
O. Burburan

ORLANDO M. BURBURAN JR.

SIGNED IN THE PRESENCE OF:



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



RONALD C. PAMITTAN
Administrative Unit Head
PRDP - NPCO

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in Quezon City, this 01 DEC 2023, personally appeared Arnel V. De Mesa and Orlando M. Burburan Jr., 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 |
|--|--------------------------------|---------------------|
| ARNEL V. DE MESA | <u>TIN # 900-534-794</u> | _____ |
| <i>O. Burburan</i> ORLANDO M. BURBURAN JR. | <u>TIN # 417-JD1-063</u> | _____ |

The above-named persons **represented** to me that they executed the foregoing CONTRACT OF SERVICE, **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 Arnel V. De Mesa, 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 five (5) pages, including this page on which this Acknowledgement is written, has been signed by the parties and witnesses on each and every page thereof.

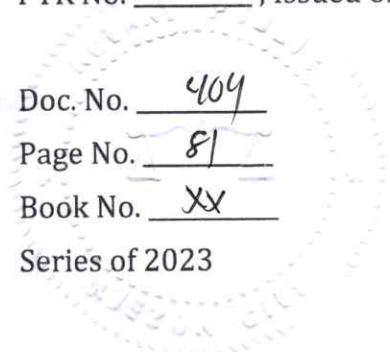
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the day above written.

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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Book No. XX
Series of 2023



Concepcion P. Villareña
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2023
PTR No. 3716371 / January 3, 2023 Q.C.
IBP No. 167803 / November 25, 2021 Q.C.
Roll No. 30457 / 05-05-1980
MCLE VII-0006994 / 09-21-2021
ADM. MATTER No NP-005 (2022-2023)
TIN NO. 131-942-754

Arnel V. De Mesa

O. Burburan



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. 111
Series of 2023

SUBJECT: RECOMMENDING THE AWARD OF CONTRACT FOR INDIVIDUAL CONSULTANCY FOR THE HIRING OF ONE (1) ADMINISTRATIVE AIDE FOR THE ADMINISTRATIVE UNIT OF THE PHILIPPINE RURAL DEVELOPMENT PROJECT - NATIONAL PROJECT COORDINATION OFFICE (NPCO)

REFERENCES

- Procurement Request Action Slip (PRAS) No. 2023-173 with an Estimated Project Cost (EPC) of Php 43,200.00
- Mode of Procurement: Selection of Individual Consultant (SIC)
- Approved 2023 Additional Financing II
- Approved memorandum for the Request for Authority to Hire Technical Staff for PRDP-NPCO dated October 05, 2023

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 fifteen (15) days, starting on October 19, 2023, a Request for Expression of Interest (REOI) and Terms of Reference relative to the hiring of one Administrative Aide The set deadline for the submission of Expressions of Interest with Curricula Vitae (CVs) was on 03 November, 2023;

WHEREAS, in response to the said REOI and before the aforementioned deadline, a total of three (3) individuals submitted their respective applications and CVs to the DA-PRDP SBAC through sealed envelopes

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SIGNED: *Robin Ferrelita* - APO
Date: 12/01/23
ORIGINAL SBAC Reso. filed at PRDP-SBAC sec

and/or online submission (opened on 14 November 2023). The names of the applicants to the position advertised are as follows:

| Position | No. of Applicants | Name of Applicant |
|---------------------|-------------------|---|
| Administrative Aide | 3 | 1. May Ann M. Salazar 2. Orlando M. Burburan 3. Alvin C. Casimiro |

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 | | |
|---|-------|---------------------|
| I. Evaluation of CVs and other Pertinent Documents | | Weighted Percentage |
| 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. I | 100%* | |
| II. Panel Interview | | 25% |
| III. Written Exam | | 25% |
| TOTAL PERCENTAGE/RATING | | 100% |

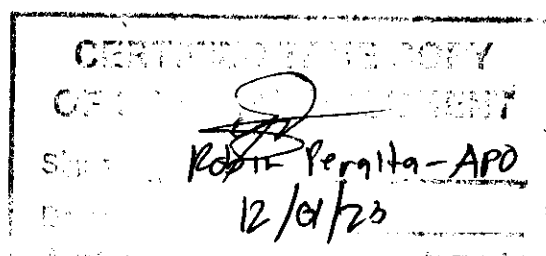
WHEREAS, upon the endorsement of the SBACs, the PSC facilitated the necessary screening and selection processes, which culminated in the evaluation of the qualifications of the applicants in accordance with the above criteria;

WHEREAS, based on the result of shortlisting/CV evaluation (Criteria I) the following applicants were passed and will be subjected to Panel Interview (Criteria II) and Examination (Criteria III):

| Consolidated Scores | | | | | | | |
|---------------------|---------------------|-----------------|----------------|----------------|-------|-------|------|
| No. | Name of Applicant | Rater 1 MAVO | Rater 2 OPA | Rater 3 RCP | Total | Ave | Rank |
| 1. | May Ann M. Salazar | 95 | 75 | 97 | 267 | 89 | 2 |
| 2. | Orlando M. Burburan | 98 | 100 | 100 | 298 | 99.33 | 1 |
| 3. | Alvin C. Casimiro | 93 | 70 | 90 | 253 | 84.33 | 3 |

WHEREAS, on 28 November 2023, the committee issued PSC Resolution No. 23-29, Series of 2023 [Annex "C" hereof], recommending the hiring of Mr. Orlando M. Burburan as Administrative Aide 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 (Written Exam 25%) | Total Ave | Rank |
| 1. | May Ann M. Salazar | 44.50 | 17.33 | 17 | 78.83 | 2 |
| 2. | Orlando M. Burburan | 49.66 | 23 | 8 | 80.66 | 1 |
| 3. | Alvin C. Casimiro | 42.16 | 20 | 11 | 73.16 | 3 |



3

WHEREAS, the SBAC, upon appraisal and validation of the said PSC Resolution alongside its supporting documents, and through its Memorandum dated 28 November 2023 [**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 Mr. Orlando M. Burburan to be the Highest Rated Applicant and replacement for the position of Administrative Aide under the Administrative Unit of 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 Guidelines -- to the said individual with contract rate (monthly) and period commencing as specified in the table below;

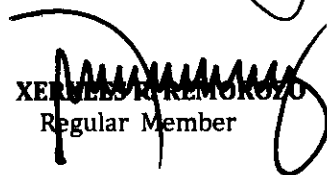
Table A - Details of the recommended award of contract:

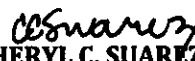
| Award in Favor of | For consultancy services corresponding to the Position of: | With a Monthly Compensation Rate of: | For the Inclusive Period: |
|------------------------|--|--------------------------------------|---|
| 1. Orlando M. Burburan | Administrative Aide | PhP 21,600.00 | 04 December 2023 or the date of execution of the Individual Consultancy Contract, whichever is later, until 31 December 2023 |

Done this 1st day of December 2023 at D.A. office, Elliptical Road, Diliman, Quezon City, Philippines.

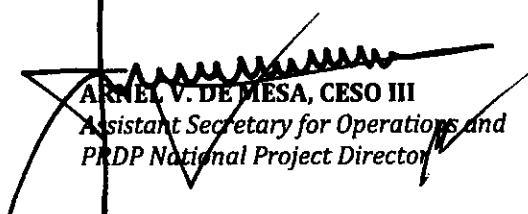
Assistant Secretary PAZ J. BENAVIDEZ III
Chairperson

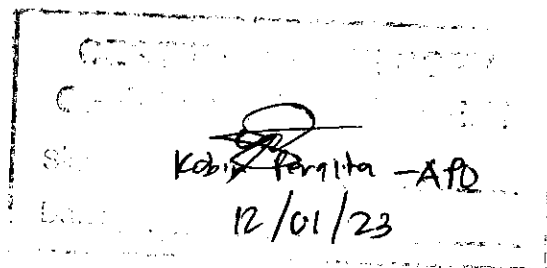
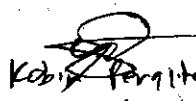

ATTY. ARMANDO CROBALDE, JR.
Vice Chairperson


XERXES R. REMOROZO
Regular Member


CHERYL C. SUAREZ
Regular Member

APPROVED BY:


ARNEL V. DE MESA, CESO III
Assistant Secretary for Operations and
PRDP National Project Director


SIGNED:  **Kobir Paragita - APD**
DATE: **12/01/23**