

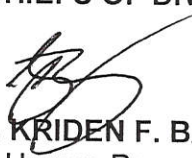


Republic of the Philippines
Department of Finance
BUREAU OF CUSTOMS
1099 Manila

APC
MASTER COPY

MEMORANDUM

FOR : ALL DEPUTY COMMISSIONERS
ALL DISTRICT COLLECTORS
ALL ADMINISTRATIVE OFFICERS
ALL CHIEFS OF DIVISIONS/OFFICES/UNITS

FROM : 
ATTY. KRIDEN F. BALGOMERA
Chief, Human Resource Management Division

SUBJECT : RENEWAL OF CONTRACTS OF PERSONNEL FOR THE
PERIOD JANUARY 02, 2020 TO JUNE 30, 2020

DATE : January 14, 2020



BOC-03-04485

REFERENCES:

- 1.0 Civil Service Commission (CSC), Commission on Audit (COA), Department of Budget and Management (DBM) Joint Circular No.1,s.2018 with the subject Amendment to the CSC-COA-DBM Joint Circular No. 1,s.2017; and (*Annex A*)
- 2.0 CMO No.03-2019 with the subject Revised Guidelines on Retention/ Renewal Job Order and/or Contract of Service (COS) Personnel in the Bureau of Customs-Central Office and Collection Districts. (*Annex B*)

DISCUSSIONS:

- 3.0 Pursuant to the abovementioned references , please be informed that renewal of Contracts for the period January 02, 2020 to June 30, 2020 may now be processed, with the following conditions:
 - 3.1 Only the COS personnel with existing Contracts as of even date shall be preferred for renewal for the abovementioned contract period.
 - 3.2 Attached is a drafted Contract for the period January 02, 2020 to June 30, 2020, for signature of the Contract of Service personnel and the Witnesses. The concerned COS personnel shall personally fill up the said contract. (*Annex C*).
 - 3.3 The position title and amount of salary to be indicated in the Contracts must be the same as that of the position title and salary authorized under the previous contract period (October-December 2019). Change of position title and salary shall

shall not be allowed unless approved by the Deputy Commissioner, IAG, and Budget Division, subject to availability of funds.

- 3.4 Each COS personnel should personally provide, fill up and sign six (6) original copies of contract.
- 3.5 Relative thereto, as Annex A of the contract, please attached the functions of the COS personnel with signature of the Head of Office/ Division Chief/District Collector.
- 4.0 If there are any discrepancy and query regarding with the Contract, kindly coordinate it with HRMD office.
- 5.0 Further, the following documentary requirements shall be attached to the Contracts of each COS personnel.
 - 5.1 Duly notarized and properly accomplished Personal Data Sheet (PDS);
 - 5.2 Certification stating that services cannot be rendered by an organic personnel;
 - 5.3 Certificate of Assumption, Specifying the date of assumption;
 - 5.4 Certified true copy of any government issued I.D
 - 5.5 Performance Certificate; and
 - 5.6 Performance Evaluation.
- 6.0 Relative thereto, please submit the abovementioned documents to the HRMD on or before January 27, 2020 for further processing. No extension shall be entertained.
- 7.0 Please be guided accordingly.

CONTRACT OF SERVICE

SAMPLE Format

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

The **BUREAU OF CUSTOMS (BOC)**, with office address at 16th St., Gate 3, South Harbor, Port Area, Manila, hereinafter represented by its Commissioner, **REY LEONARDO B. GUERRERO**, hereinafter referred to as, the "**First Party**"; and **NAME**, Filipino, of legal age with residence and postal address at **ADDRESS**, hereinafter referred to as the "**Second Party**";

-WITNESSETH-

WHEREAS, the First Party needs the services of the Second Party who shall perform the services as **POSITION** at the **OFFICE/ PORT**;

WHEREAS, the Second Party has signified the intention, to which the First Party has accepted, to provide services needed by the latter;

WHEREAS, the Second Party possesses the technical knowledge, training and skill required to perform the services stated above and attest the following: (a) absence of any relation within the third civil degree by consanguinity or affinity with the appointing authority or recommending authority of the BOC, or persons exercising immediate supervision over him/her; (b) absence of the circumstance of previous dismissal from government service arising from an administrative offense; and (c) not having reached the compulsory retirement age of 65 (sixty-five) years old;

NOW, THEREFORE, in consideration of the mutual covenants and agreements made herein, the Parties, by these presents, enter into this Contract whereby:

1. The Second Party specifically undertakes to perform the duties and responsibilities for the services stated above and further defined in Annex "A" of this Contract which has been signed by the Head of Office/ Division Chief/ District Collector;
2. The Second Party shall perform the services on the agreed schedule;
3. The Second Party shall perform the services from **JANUARY 2, 2020 TO JUNE 30, 2020** and shall receive an agreed monthly compensation of **PESOS: XXX (Php00)** and a monthly premium equivalent to 5% (five percent) of the monthly compensation to be released on a semestral basis;
4. Nothing in this Contract shall create an "employer-employee" relationship between the First Party and the Second Party. As such, the services rendered under this contract shall not be considered as part of government service of the Second Party;
5. The Second Party shall not be entitled to the benefits and other emoluments entitled/received by the employees of the First Party; and
6. This Contract can be terminated at any time at the option of either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ at _____.

REY LEONARDO B. GUERRERO
Commissioner, Bureau of Customs

NAME
Contract of Service Personnel

Witnesses:

DONATO B. SAN JUAN
Deputy Commissioner, Internal Administration Group

NAME
Head of Office/ Division Chief/ District Collector

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

) SS.

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

<i>Name</i>	<i>Valid Identification</i>	<i>Place Issued</i>
Rey Leonardo B. Guerrero	BOC ID NO: 2018-0001	Manila
Name of COS	GOVERNMENT ISSUED ID	_____

Known to me and to be the same persons who executed this instrument and they acknowledged to me that the same is their voluntary act and deed.

WITNESS MY HAND SEAL on the date and at the place first above-mentioned

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2020.

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

The **BUREAU OF CUSTOMS (BOC)**, with office address at 16th St., Gate 3, South Harbor, Port Area, Manila, hereinafter represented by its Commissioner, **REY LEONARDO B. GUERRERO**, hereinafter referred to as, the "**First Party**"; and

_____, Filipino, of legal age with residence and postal address at _____, hereinafter referred to as the "**Second Party**",

-WITNESSETH-

WHEREAS, the First Party needs the services of the Second Party who shall perform the services as _____ at the _____;

WHEREAS, the Second Party has signified the intention, to which the First Party has accepted, to provide services needed by the latter;

WHEREAS, the Second Party possesses the technical knowledge, training and skill required to perform the services stated above and attest the following: (a) absence of any relation within the third civil degree by consanguinity or affinity with the appointing authority or recommending authority of the BOC, or persons exercising immediate supervision over him; (b) absence of the circumstance of previous dismissal from government service arising from an administrative offense; and (c) not having reached the compulsory retirement age of 65 (sixty-five) years old;

NOW, THEREFORE, in consideration of the mutual covenants and agreements made herein, the Parties, by these presents, enter into this Contract whereby:

1. The Second Party specifically undertakes to perform the duties and responsibilities for the services stated above and further defined in Annex "A" of this Contract which has been signed by the Head of Office/ Division Chief/ District Collector;
2. The Second Party shall perform the services on the agreed schedule;
3. The Second Party shall perform the services from **JANUARY 2, 2020 TO JUNE 30, 2020** and shall receive an agreed monthly compensation of _____; _____ and a monthly premium equivalent to 5% (five percent) of the monthly compensation to be released on a semestral basis;
4. Nothing in this Contract shall create an "employer-employee" relationship between the First Party and the Second Party. As such, the services rendered under this contract shall not be considered as part of government service of the Second Party;
5. The Second Party shall not be entitled to the benefits and other emoluments entitled/received by the employees of the First Party; and
6. This Contract can be terminated at any time at the option of either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ at _____.

REY LEONARDO B. GUERRERO
Commissioner, Bureau of Customs

Contract of Service Personnel

Witnesses:

DONATO B. SAN JUAN
Deputy Commissioner, Internal Administration Group

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____, SS.

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

Name	Valid Identification	Place Issued
Rey Leonardo B. Guerrero	BOC ID NO: 2018-0001	Manila

Known to me and to be the same persons who executed this instrument and they acknowledged to me that the same is their voluntary act and deed.

WITNESS MY HAND SEAL on the date and at the place first above-mentioned

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2020.