IA G Memo No. 03-2020



Republic of the Philippines Department of Finance

BUREAU OF CUSTOMS

1099 Manila

MEMORANDUM

FOR

ALL DEPUTY COMMISSIONERS

ALL DISTRICT COLLECTORS

ALL ADMINISTRATIVE OFFICERS

ALL CHIEFS OF DIVISIONS/OFFICES/UNITS

BOC-03-04485

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

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

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- 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

AMPLE 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:
- The Second Party shall perform the services on the agreed schedule;
- 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;
- Nothing in this Contract shall create an "employer-employee" relationship between the First Book

Party. As such, the services render the Second Party;	ered under this contract sh	nall not be consider	ed as part of governr	nent service of			
The Second Party shall not be en	titled to the benefits and o	ther emoluments er	ntitled/received by the	e employees of			
the First Party; and 6. This Contract can be terminated a	t any time at the option of	either party.					
IN WITNESS WHEREOF, the parties have			at	2			
				ž.			
REY LEONARDO B. GUERR			NAME				
Commissioner, Bureau of Customs		Contract of Service Personnel					
	Witnesses:						
DONATO B. SAN JUAN Deputy Commissioner, Internal Admini		Head of Office/ Div	NAME ision Chief/ District C	ollector .			
DEDURE IS SET THE THE THE	ACKNOWLEDGM	ENT					
REPUBLIC OF THE PHILIPPINES)) SS.						
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Name	Valid Identification		Place Issued				
Rey Leonardo B. Guerrero Name of COS			Manila				
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voluntary act and deed.	mo executed this institution	ent and they acknow	vieagea to me that the	same is their			
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Doc. No; Page No; Book No; Series of 2020.							

MASTER COPY

CONTRACT OF SERVICE

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represented by its	CUSTOMS (BOC), Commissioner, RE	with office ad Y LEONARDO	dress at O B. GUI	16 th St., Ga E RRERO ,	ate 3, So hereina	outh Ha fter refe	rbor, Ferred t	Port Area, o as. the '	Man First	ila, hereina t Party ": a	after
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appointing authority of	recommending a	luthority of th	e BOC.	or perso	ns exe	rcisina	imme	diate sun	envic	ion over	him
(b) absence of the circle (c) not having reached	umstance of previo	ius dismissal t	rom gove	ernment se	ervice a	rising fr	om ar	n administ	trative	e offense;	and
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enter into this contract	wnereby:										
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District Collect	d in Annex "A" of or;	triis Contrac	t which	nas been	signed	by the	e Hea	d of Office	ce/ D	ivision Cl	nief
2. The Second P	arty shall perform t	he services or	the agre	eed sched	ule;						
 The Second Parameters monthly comp 	arty shall perform the	ne services fro	m JANU.	ARY 2, 20	20 TO J	UNE 30), 2020	o and shal	I rece	eive an agr	eed
-	and a mon	thly premium	equivale	nt to 5% (five per	rcent) o	f the i	monthly c	ompe	ensation to	: be
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Name	Review (Marco)	Valid Identi					Place	Issued			
Rey Leonardo	B. Guerrero	BOC ID NO): 2018-0	001		ı	Manila	1			
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