

Republic of the Philippines

Department of Environment and Natural Resources PROVINCIAL ENVIRONMENT AND NAT

MIMAROPA Region

URAL RESC	BRCES OFFICE
☐ INCOMING	OUTGOING
BY:	DATS NO

DENR MIMAROPA RECORDS SECTION

February 17, 2023

MEMORANDUM

FOR:

The Regional Executive Director

MIMAROPA Region

THRU

: Chief, Management Services Division

FROM

: The OIC, PENR Officer

Mamburao, Occidental Mindoro

SUBJECT

: Hiring of Driver for the MB Cor Project starting March 1, 2023

With reference to the driver position under the approved MBC AWP 2023, the MB Cor Project wishes to hire MR. BENJI REPE GAN, 43 years old from Roxas, Or. Mindoro as the official driver of the Project. He will start reporting at the MBC-PMU Office, DENR-PENRO, Occidental Mindoro starting March 01, 2023.

While awaiting the arrival of the new service vehicle of the MBC-PMU, Mr. Gan can already drive the newly-repaired van assigned to the project by the DENR through PENRO Occidental Mindoro. His services would be very useful in the upcoming activities this 2023.

Please find the attached contract and terms of reference for your reference and approval.

For the OIC, PENR Officer

SVEMS/ Chief, T



Republic of the Philippines Department of Environment and Natural Resources PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES OFFICE MIMAROPA Region

February 1, 2023

MEMORANDUM

FOR:

The PENR Officer

Mamburao, Occidental Mindoro

THRU

Chief, Management Services Division

FROM

The Project Manager

Mindoro Biodiversity Corridor Project

SUBJECT

: Hiring of Driver for the MD Cor Project starting February 16,

2023

With reference to the approved staffing under the signed MBC AWP 2023, the undersigned wishes to hire **MR. BENJI REPE GAN,** 43 years old from Roxas, Or. Mindoro as the official driver of the Mindoro Biodiversity Corridor Project. He will start reporting at the MBC-PMU Office, DENR-PENRO, Occidental Mindoro starting February 16, 2023.

While awaiting the arrival of the new service vehicle of the MBC-PMU, Mr. Gan can already drive the newly-repaired van assigned to the project by the DENR through PENRO Occidental Mindoro. His services would be very useful in the upcoming activities starting this February 2023.

Please find the attached contract and terms of reference for your reference and endorsement to the Regional Executive Director.

PATE: 02/01/25

RELEASED

DATE:

ALAIN M. MAULION

ali Mh

Mr. Alain Manalion Project Manager Mindoro Bio Diversity Corridor DENR-UNDP

Good day sir!

Please consider myself as applicant for the position as Driver of the company at your convenience.

Attached herewith is my resume your approval is most appreciated.

Very sincerely yours,

Benjie Repe Gan

GAN, BENJIE, REPE

Position:

Driver

Address:

San Jose, Dalahican, Roxas, Oriental Mindoro

Contact no.:

09106238764

E-mail:

benjie9@gmail.com

OBJECTIVE:

To be part of a company and to enhance my skills and knowledge.

PERSONAL INFORMATION

Gender:

Male

Age:

46 yrs old

Date of Birth:

April 19,19876

Place of Birth:

Legaspi City

Civil Status:

Married

Wife: Occupation: Nancy G. Gan

Citizenship:

Housewife

Filipino

Height:

5'5"

Weight:

67kg

Religion: Language: Christianity Tagalog, Visaya, English, Ilocano

Mother's name:

Elvinia R. Gan

Occupation:

Housewife

Father's name:

Benjamin G. Gan

Occupation:

Driver

EDUCATION:

College

Undergraduate Management

Highschool

Roxas Santo Niño Highschool

Roxas, Oriental Mindoro

S.Y. 1990-1994

Elementary

Roxas Central Elementary School

Roxas, Oriental Mindoro

S.Y. 1984-1990

WORK EXPERIENCE:

Company:

Majar Group Of Company

Position: Year:

Driver 2015-2018

Company:

Politician

Position:

Driver Bodyguard

Year:

2021-2022

Company:

Smart

Position: Year:

Supervisor 2018-2020

SKILLS		
Driving		
CHARACTER REFERENCES:		
Kagawad Dodok Pangkubit		

Captain Igay Talamisan Barangay Captain

IN CASE OF EMERGENCY:

Sheryl Gan CP#.: 09420300388

I hereby certify that the above statement is correct and true to the best of my ability.

BENJIE REPE GAN Applicant's Signature



Republic of the Philippines
Department of Environment and Natural Resources
PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES OFFICE
MIMAROPA Region

TERMS OF REFERENCE FOR MINDORO BD CORRIDOR- DRIVER

- 1. Transport the Corridor Project Management Unit (CPMU), specialists and staff on all work-related functions and activities;
- 2. Monitor the status and condition of the vehicle under his responsibility and initiates requests for its needed maintenance and repair;
- 3. Maintain the cleanliness and orderliness of the project vehicle;
- 4. Assure appropriate security of parking of the vehicle in official functions and whenever not in use;
- 5. Facilitate the recording of trips, fuel consumption, and other materials in line with the operation and maintenance of vehicle, including all requests emanating from the DENROs and relevant agencies;
- 6. Provide support to CPMU and participants during meetings, trainings, seminars, workshops;
- 7. Assist the Corridor Project Management (CPM) in the overall operationalization of corridor activities; and
- 8. Perform other tasks and functions of higher authorities

QUALIFICATIONS:

- 1. Atleast Five (5) years experienced on driving within the island of Mindoro;
- 2. Must be physically fit and is amenable to work in multiple locations in a single outing and with possibility to work in remote locations in relation to local communities;
- 3. Will report to the Corridor Project Manager (CPM)

Approved by:

ALAIN M. MAULION MBC-Project Manager

So. Pag-asa, Brgy. Payompon, Mamburao, Occidental Mindoro E-mail: tsdoccmin042@gmail.com / penroocc.mindoro@denr.gov.ph

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)**, **MIMAROPA**, a national government agency with office address at DENR by the Bay Building, 1515 Roxas Boulevard, Ermita, Manila, represented by **LORMELYN E. CLAUDIO**, *CESO IV*, in her capacity as Regional Executive Director of DENR-MIMAROPA Region, herein referred to as the "**First Party**".

-and-

MR. BENJIE R. GAN, of legal age, Filipino and with residence address at San Jose, Dalahican, Roxas, Oriental Mindoro, hereinafter referred to as the "**Second Party**".

WITNESSETH:

WHEREAS, the First Party is in need of the services of the Second Party who shall render work not performed by the regular personnel of the First Party;

WHEREAS, the Second Party possesses the education, experience, and skills required to render the services needed by the First Party;

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

WHEREAS, the Second Party hereby attests that: 1) he is not related within the third degree of consanguinity or affinity to the hiring authority and/or the representative of the First party; 2) he has not been previously dismissed from the government service by reason of an administrative offense:

WHEREAS, 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 benefits enjoyed by the regular personnel of the First Party;

WHEREAS, the Second Party shall perform work from Mondays to Fridays, 8:00 a.m. to 5:00 p.m. and during official travels subject to applicable laws, rules and regulations;

NOW, THEREFORE, both parties agree to the following:

Section 1. This Contract shall cover the period from March 01, 2023 to June 30, 2023, subject to Section 7 hereof.

Section 2. That as **Driver**, the Second Party shall report to the Mindoro Biodiversity Corridor Project and shall perform the following:

1. Transport the Corridor Project Management Unit (CPMU), specialists and staff on all work-related functions and activities;

- 2. Regularly monitor the status and condition of the vehicle under his responsibility and initiates timely requests for its needed maintenance and repair;
- 3. Maintain the cleanliness and orderliness of the project vehicle;
- 4. Assure appropriate security of parking of the vehicle in official functions and whenever not in use;
- 5. Facilitate the recording of trips, fuel consumption, and other materials in line with the operation and maintenance of vehicle, including all requests emanating from the Provincial Environment Natural Resources Office (PENRO) and relevant agencies;
- 6. Provide support to Corridor Project Management Unit (CPMU) and participants during meetings, trainings, seminars, workshops;
- 7. Assist the Corridor Project Management (CPM) in the overall operationalization of corridor activities; and
- 8. Perform other tasks and functions of higher authorities

Section 3. For services rendered under this Contract, the Second Party shall receive a monthly compensation in the amount of **Sixteen Thousand Eight Hundred Seventy-seven Pesos (P16,877.00)**, inclusive of tax, to be paid on a monthly basis, chargeable against BD Corridor UNDP Funds, subject to accounting and auditing rules and regulations.

The Second Party agrees to a grace period of up to 30 days after the end of each month to allow for the processing and proper financial recording of payments for services rendered for the month and subject to availability of Funds.

Section 4. For the purposes of monthly payment for services rendered, the Second Party shall submit the following to the Management Services Division, PENRO Occidental Mindoro:

- 1. Daily Time Record;
- 2. Detailed Accomplishment Report; and
- 3. Certified True Copy of Contract

Section 5. That the Second Party is entitled to claim reasonable travelling allowance/expenses in case the performance of the above-mentioned tasks would require travel outside Fifty (50) kilometers radius from official station. Provided that, such claim shall be subject to availability of funds and to usual accounting and auditing rules and regulation.

Section 6. The Second Party shall receive a **premium of 5% of the basic salary** (less absences and tardiness), pursuant to Civil Service Commission (CSC), Commission on Audit (COA), Department of Budget and Management (DBM) Joint Circular No. 1, s.2018, Transitory Provision [11.0][11.5] which provides that "Services of individuals engaged through contract of service shall be paid salary/wage equivalent to the daily salary/wage of comparable positions in government and a premium of up to 20% of such salary/wage effective January 1, 2019." The premium payment shall be paid every three (3) months, chargeable against BD Corridor UNDP Funds.

Section 7. This Contract may be terminated by either party for any reason as may be deemed appropriate before the expiration of the period indicated in Section 1 hereof.

giving the other		•	notice	not	less	than	fifteen	(15)	days	before	the
intended date of	termin	ation									

IN WITNESS WHEREOF, both parties have hereunto set their hands this ____ day of ____ 2023 in Manila, Metro Manila.

DENR MIMAROPA Region

By:

LORMELYN E. CLAUDIO, CESO IV
Regional Executive Director
First Party

BENJIE R. GAN Driver Second Party

SIGNED IN THE PRESENCE OF:

MARIA MELISSA L. ENDANGAN
OIC, Chief, Conservation and Development
Division
Witness

DONEBELLE S. MESINA
Accountant III, PENRO Occidental Mindoro
Witness

ACKNOWLEDGEMENT

Republic of the Philippines) S.S.

BEFORE ME, a Notary Public fo	r and in the	above jurisdiction,	personally
appeared the following:			

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/ PLACE ISSUED
LORMELYN E. CLAUDIO		
BENJIE R. GAN	NO4-15-001027	04-19-2092 exprirato

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of four (4) pages including this page wherein this Acknowledgement is written and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS	MY	HAND	AND	SEAL,	this	 day	of	2023
in	, Philippines.							_

Doc. No	
Page No.	
Book No.	
Series of 2023	

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giving the other party prior written notice not less than fifteen (15) days before the intended date of termination.

IN WITNESS WHEREOF, both parties have hereunto set their hands this ____ day of ____ 2023 in Manila, Metro Manila.

DENR MIMAROPA Region

By:

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Regional Executive Director
First Party

BENJIE R. GAN
Driver
Second Party

SIGNED IN THE PRESENCE OF:

MARIA MELISSA L. ENDANGAN
OIC, Chief, Conservation and Development
Division
Witness

DONEBELLE'S. MESINA
Accountant III, PENRO Occidental Mindoro
Witness

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This instrument consists of four (4) pages including this page wherein this Acknowledgement is written and is signed by the parties and their instrumental witnesses on each and every page hereof.

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DENR MIMAROPA Region

By:

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Regional Executive Director
First Party

BENJIE R. GAN
Driver
Second Party

(

SIGNED IN THE PRESENCE OF:

MARIA MELISSA L. ENDANGAN
OIC, Chief, Conservation and Development
Division
Witness

DONEBELLE S. MESINA
Accountant III, PENRO Occidental Mindoro
Witness

ACKNOWLEDGEMENT

Republic of the Philippines)) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/ PLACE ISSUED
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BENJIE R. GAN		

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