

VISAYAS STATE COLLEGE OF AGRICULTURE
Baybay, Leyte

OFFICE OF THE PRESIDENT

January 23, 1995

MEMORANDUM NO. 19
Series of 1995

T O: All Departments/Office Heads and Center Directors and
All Others Concerned

R E: Guidelines in the Hiring of Laborers through Pakyaw System

To provide uniformity in the procedures and forms to be used in hiring laborers through pakyaw system, the following guidelines are hereby issued:

1. Since the amount to be used for the purpose comes from MOOE funds for 1995, only repair and maintenance of college facilities such as buildings, lands, etc. should be the major projects to be implemented out of said MOOE funds.
2. DFWH Guidelines on Pakyaw Agreement under its Department Order No. 57, series of 1987 shall be followed. Specifically, the procedures include:
 - a. Organization of Pakyaw Groups
 1. The Department/Center/Office Head shall act as project facilitator and shall assist in the formation of pakyaw groups and in the preparation of their application for pakyaw agreements.
 2. Each pakyaw group shall not be more than 20 members and shall elect its own Group Leader.
 - b. Award of Pakyaw Agreements
 1. A project should be subdivided into numerous Pakyaw Agreements with the objective of employing as many groups of workers as possible.
 2. A pakyaw contract may be awarded through negotiation within the project estimate, subject to approval by the College President. However, where there is competition for the award of Pakyaw Agreement, it shall be open to public bidding if the cost exceeds P50,000.00 with at least 3 labor groups and the Pakyaw Group offering the lowest bid be given preference subject to the bid being within the project. For projects costing below P50,000.00, it shall be through sealed canvass to be submitted to the committee on bids and awards for opening/evaluation.
 3. No pakyaw agreement shall be awarded without a Certificate of Availability of Funds from the College Accountant.
 4. Work shall commence after the award has been formalized.

5. Any pakyaw group who performs satisfactorily may be awarded another pakyaw contract after completion of 80% of its previous contract. Commencement of the new pakyaw agreement will be subject to satisfactory completion of the previous contract.
6. The Pakyaw Group shall be subjected to withholding tax comprising of 2% non-VAT on services and 1% income tax.

C. Supervision

1. The Department Head shall oversee the selection of Pakyaw Group and shall be a witness to the agreement.
2. He shall help resolve disputes between the workers and shall explain the standards and contract requirement to be achieved.
3. He, with the assistance of engineers at the Physical Plant Office (if applicable), shall prepare the program of work/activities and project cost estimate and schedule.
4. He shall closely supervise the implementation of the project and shall be responsible for the overall project implementation.
5. He shall give clear instructions to group leader.
6. The group leader shall assist the department head in setting out the task to ensure that the work is undertaken as directed. He will also check that his workers are properly informed, present and working.

D. Pakyaw Payments

1. As much as possible, the pakyaw agreement should be designed to ensure completion of the work within one calendar month. Thus, the workers will be paid at least once a month.

E. Pakyaw Contract Documents

1. Invitation to Pakyaw Groups
2. Application to Undertake Work by "Pakyaw" System
3. Pakyaw Agreement
4. General Conditions of Pakyaw Agreement
5. Schedule of Work
6. List of Tools to be provided by ViSCA

All contracts/agreements in relation to the hiring of laborers through pakyaw basis must be in conformity with the above guidelines.

Please be guided accordingly.


SAMUEL S. GO
President

cc: All departments/offices/centers

PAKYAW AGREEMENT
(Labor Only)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this _____ th day of _____,
by and between:

The VISAYAS STATE COLLEGE OF AGRICULTURE (ViSCA), an institution of higher learning established under Presidential Decree No. 470 as amended by Presidential Decree No. 700 with principal office at Baybay, Leyte, duly represented by the College President, Dr. SAMUEL S. GO, hereinafter referred to as the IMPLEMENTING AGENCY;

- and -

_____, of legal age, single/married,
Filipino and residing at _____,
referred to as the PAKYAW GROUP;

WITNESSETH:

That for and in consideration of the rates in the SCHEDULE OF WORK attached as Annex "B" to this Agreement and made an integral part hereof, the parties hereto covenant and agree as follows:

1. That the PAKYAW GROUP shall provide labor only necessary for the proper and faithful performance of the work described below at the total contract amount of ₱ _____;
2. That the PAKYAW GROUP shall complete the work in accordance with the corresponding plans and specifications, under the direct supervision of _____;
3. That the PAKYAW GROUP shall comply with all the terms and conditions of this contract more specifically those contained in the following documents:

Annex "A" - General Conditions of "Pakyaw" agreement
Annex "B" - Schedule of Work
Annex "C" - Application to Undertake Work by "Pakyaw" System
Annex "D" - List of Tools to be Provided by ViSCA

and other essential documents, which are hereby made and acknowledged as an integral part of this agreement;

4. That the PAKYAW GROUP agrees to commence work within ten (10) days upon signing of this contract and to complete the same within _____ calendar days, including Sundays and legal holidays;

5. That the PAKYAW GROUP shall submit a periodic report duly signed by him and verified by his direct supervisor for the corresponding payments made thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this _____th day of _____ at Baybay, Leyte, Philippines.

VISAYAS STATE COLLEGE OF AGRICULTURE
Baybay, Leyte

By:

SAMUEL S. GO
President

Pakyaw Group

Signed in the presence of:

1. _____

2. _____

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF LEYTE) S.S.
MUNICIPALITY OF BAYBAY)

BEFORE ME, this _____th day of _____, 1995, personally appeared Dr. Samuel S. Go with Community Tax Cert. No. _____ issued in Baybay, Leyte on _____ and Mr. _____ with Community Tax Cert. No. _____ issued on _____ at Baybay, Leyte. known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same are their voluntary act and deed. t

WITNESS MY HAND AND SEAL on the date and place first above written.

Notary Public

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VISAYAS STATE COLLEGE OF AGRICULTURE
Baybay, Leyte

INVITATION TO PAKYAW GROUPS

The Visayas State College of Agriculture through the _____
_____ is inviting pakyaw groups (labor only) to apply
Name of dept./center
for the various items involved in the proposed repair and maintenance of
_____, the details of the work to be done are indicated
name of project
in the schedule/program of work.

Application forms are available at the _____.
name of the dept./center
The deadline for the submission of application forms will be on _____.
Qualified pakyaw groups will be notified of their employment on or before
_____.

ViSCA, through the Department of _____ reserves the
right to reject any application received after the deadline.

Name of Dept. Head

Date of Publication/Posting

ANNEX "B" TO PAKYAW AGREEMENT

SCHEDULE/PROGRAM OF WORKS

[illegible]

ANNEX "C" TO PAKYAW AGREEMENT

APPLICATION TO UNDERTAKE WORK BY "PAKYAW" SYSTEM

Date

Name of Project: _____

S i r :

We, the undersigned, all of legal ages, Filipino and residents of Baybay, Leyte, hereby apply to provide labor only and to undertake the work described in the invitation.

We are a team of workers willing to undertake the work jointly under the discretion of the department head or his duly authorized representative.

This will also authorize _____, who has been elected as Pakyaw Group Leader to make representation, sign document and receive payment for and in behalf of the group.

Name of Worker

Address

Signature

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

ANNEX "D" TO PAKYAW AGREEMENT

LIST OF TOOLS PROVIDED TO THE PAKYAW GROUP

<u>Item</u>	<u>Quantity</u>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

I hereby certify that the above tools have been received by me in behalf of the Pakyaw Group and I promise to return the same after the completion of the project.

Pakyaw Leader