

BEFORE ME, personally appeared:

111

12th Addendum states

The COMPANY and AGENCY mutually intends to extend the contract for another one (1) month, thus, the term of this Contract will end on November 08, 2023.

Thus, this Addendum shall state:

The COMPANY and AGENCY mutually intends to extend the contract for another one (1) month, thus, the term of this Contract will end on December 08, 2023.

Be it noted that the reason of this thirteenth (13th) Addendum is to give ample time for the COWD bidding process.

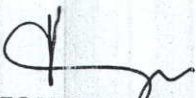
No other terms or conditions of the above-mentioned contract shall be negated or changed as a result of this here stated addendum.

Both parties agreed above mentioned addendum to the existing contract on this NOV 29 2023, at Cagayan de Oro City.


**CAGAYAN DE ORO WATER DISTRICT
(COMPANY)**

**HINEX JANITORIAL AND ALLIED SERVICES
(AGENCY)**

Represented by:

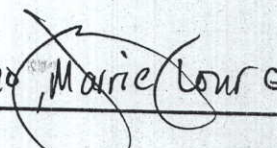

ANTONIO B. YOUNG
General Manager

Represented by:


JOVEL P. BADAL
General Manager

Signed in the presence of:


MA. ELE X. SAGRADO


PALAO Marie Lour G

ACKNOWLEDGEMENT

Cagayan de Oro City Water District
Cagayan de Oro City
Proposed Janitor Schedule

LOCATION		Administration Building					
SPECIFIC LOCATION		First Floor	Second Floor	Third Floor	Fourth Floor	Male Comfort Room	Female Comfort Room
DUTY TIME	FROM	07:00 AM	08:00 AM	07:00 AM	07:00 AM	07:00 AM	08:00 AM
	TO	11:00 AM	12:00 PM	11:00 AM	11:00 AM	11:00 AM	12:00 PM
	FROM	02:00 PM	02:00 PM	02:00 PM	02:00 PM	12:00 PM	01:00 PM
	TO	06:00 PM	06:00 PM	06:00 PM	06:00 PM	04:00 PM	05:00 PM
DAY	Start	Mon	Mon	Mon	Mon	Mon	Mon
	End	Sat	Fri	Fri	Fri	Fri	Fri
No of Hours Day		8	8	8	8	8	8
No of Hours Night							
No of Days		6	5	5	5	5	5
No of Hours Basic		8	8	8	8	8	8
No of Hours Overtime							
No of Hours Night Premium		0	0	0	0		0
Basic per day		P405.00	P405.00	P405.00	P405.00	P405.00	P405.00
Overtime per day		P0.00	P0.00	P0.00	P0.00	P0.00	P0.00
night premium per day		P0.00	P0.00	P0.00	P0.00	P0.00	P0.00
Average Pay / Month		P405.00	P405.00	P405.00	P405.00	P405.00	P405.00
Equivalent Days in a Year		326.20	274.20	274.20	274.20	274.20	274.20
monthly basic		P11,009.25	P9,254.25	P9,254.25	P9,254.25	P9,254.25	P9,254.25
monthly overtime		P0.00	P0.00	P0.00	P0.00	P0.00	P0.00
monthly night premium		P0.00	P0.00	P0.00	P0.00	P0.00	P0.00
monthly total		P11,009.25	P9,254.25	P9,254.25	P9,254.25	P9,254.25	P9,254.25
13 th month		P917.44	P771.19	P771.19	P771.19	P771.19	P771.19
uniform		P100.00	P100.00	P100.00	P100.00	P100.00	P100.00
Retirement Benefit		P917.44	P771.19	P771.19	P771.19	P771.19	P771.19
Total to Personnel		P12,944.13	P10,896.63	P10,896.63	P10,896.63	P10,896.63	P10,896.63
SSS		P1,045.00	P902.50	P902.50	P902.50	P902.50	P902.50
EC		P10.00	P10.00	P10.00	P10.00	P10.00	P10.00
HMDF Pag-Ibig Fund		P220.19	P185.09	P185.09	P185.09	P185.09	P185.09
Philhealth		P275.23	P231.36	P231.36	P231.36	P231.36	P231.36
Total to Government		P1,550.42	P1,328.94	P1,328.94	P1,328.94	P1,328.94	P1,328.94
Total to Personnel and Government Contribution Monthly		P14,494.54	P12,225.57	P12,225.57	P12,225.57	P12,225.57	P12,225.57
Total to Personnel and Government Contribution Monthly		P14,494.54	P12,225.57	P12,225.57	P12,225.57	P12,225.57	P12,225.57

Total to Personnel Monthly		P75,622.37	
Total to Personnel Yearly		P907,468.47	
Administrative Fee		P90,746.85	
Time Recorder and Supplies		P46,000.00	
Total to Administrative Fee and Time Recorder		P1,044,215.32	
VAT		P125,305.84	
Total to Agency and VAT		P1,169,521.16	P1,170,000.00
Contingencies		P116,952.12	P117,000.00
ABC		P1,286,473.27	P1,287,000.00

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Cagayan de Oro) S.S

BEFORE ME, personally appeared:

Name	Resident Certificate	Date/Place Issued
_____	_____	_____
_____	_____	_____

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

This instrument consisting of 9 pages, including the page on which this acknowledgement is written, has been signed on each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

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

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

ANNEX A

JANITORIAL PERFORMANCE EVALUATION

DATE: _____
 LOCATION: _____
 DEPARTMENT: _____
 CONDUCTED BY: _____

The following checklist are the janitorial cleaning requirements. Please mark below any that are not performed or are not satisfactory. If needed, please list any problems with the date of occurrence, if possible.

DUSTING

5 4 3 2 1

Furnitures (sofas, chairs etc.), telephones, tables, top of steel cabinets, frames, ballosters dusted daily
 Glass doors, glass windows, cleaned & polished daily
 Planters divider (partition) cleaned weekly
 Window jams damp-wiped weekly
 Cobwebs removed weekly
 Walls cleaned monthly

COMFORT ROOM CLEANING

Toilet bowls/Sinks/Urinals cleaned and sanitized daily
 Trash cans emptied, cleaned, and lined daily
 Mirror cleaned and polished daily
 Entry doors cleaned daily
 Floors swept, mopped and sanitized daily
 Follow up cleaning
 Wall cleaning weekly

FLOOR CLEANING

Swept and mopped daily
 Maintained shine on hard and wood floors
 Canopies swept daily
 Entrances and sidewalks swept daily
 Follow up cleaning
 Floors cleaned with soap weekly

GARBAGE COLLECTION

Trash containers emptied, cleaned and lined daily
 Trash bins emptied and cleaned daily
 Any trash around the building picked up daily

GROUND CLEANING & GARDENING

Sweeping
 Drainage clean-up
 Garbage collection
 Watering of plants
 Pruning, cultivate & fertilize

OTHER REQUIREMENTS

Filling of airpots daily
 Water fountains, sinks, refrigerators, kitchen areas clean & sanitized daily
 Plants brought inside the office weekly (every Monday)
 Plants brought outside the office weekly (every Friday)
 Venetian blinds and roller shades cleaned quarterly

**XVIII
VENUE**

In case of litigation arising or in connection with this Contract, venue of action shall be EXCLUSIVELY instituted in the proper Court of Cagayan de Oro City.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this _____ day of _____ 2021 at Cagayan de Oro City, Mindanao, Philippines.

CAGAYAN DE ORO CITY WATER DISTRICT

General Manager

By: _____
General Manager

SIGNED IN THE PRESENCE OF:

WITNESS

WITNESS

may have incurred during its duty arising from unsatisfactory performance or non-performance under the contract, the AGENCY shall post a performance security in favor of the COMPANY in the amount equivalent to Five percent (5%) of the contract price.

XIII JANITORIAL EVALUATION FORM

The AGENCY shall use ANNEX A evaluation form to monitor their janitors.

XIV REPLACEMENT OF JANITORS

The COMPANY may, at any time and for whatever reason, request that the workers assigned to it by the AGENCY be relieved, changed and/or replaced.

XV SUB-CONTRACTING

The AGENCY shall not assign its rights, delegate its duties, or subcontract any part of its obligations under this agreement without prior consent of the COMPANY.

XVI INDEMNIFICATION

The AGENCY shall assure, defend and hold the COMPANY, its officers and employees harmless from and against any and all claims, actions, suits, demands asserted and any and all losses, liabilities, damages alleged or incurred by third party arising out of or relating to any operation, acts or omissions of any of the AGENCY's and its employee's obligation.

XVII TERMINATION OF AGREEMENT

If there is any deficiency in the services rendered, the matter will be brought to the attention of the AGENCY and the matter will be corrected immediately.

The COMPANY reserves the right to rescind, to terminate this contract with the AGENCY in any of the following instances:

- a At least two customers submitted a written complaint relative to the result of the work undertaken by the AGENCY's workers.
- b Gross and willful negligence on the part of the AGENCY resulting to material and financial losses to the COMPANY, its employees and guests.
- c If the AGENCY is found to have submitted a falsified license as well as other falsified documents and reports.
- d Notorious and constant display or discourteous and rude manners by the AGENCY janitors resulting into conflicts with the COMPANY officials, employees and guests
- e When the AGENCY has been found to have substantially not fulfilled its part of the Contract.

Either party may terminate this Contract for legal cause at any time by written notice given to the other party not later than thirty (30) days prior to the intended date of termination.

AGENCY FEE (672,085.33)			
VAT 12% OF AGENCY FEE	672,085.33		
TOTAL MONTHLY RATE PER JANITOR (8H)			
MULTIPLIED BY NUMBER OF JANITORS			
Rate of Janitor/Day			
Total Contract Rate/Month			
Materials & Supply			
TOTAL CONTRACT RATE FOR ONE (1) YEAR	PhP		

The COMPANY shall pay the AGENCY for the time which its workers actually worked in consonance with the provisions herein at the rate of PhP 10,288.53 per worker per month.

The AGENCY shall bill the COMPANY every 15th and 30th of the month for the actual time worked at the Company.

The COMPANY shall not be obligated to pay any payment due at a time when the AGENCY is in breach of this Agreement until the breach is remedied to the satisfaction of the COMPANY.

IX COMPLIANCE WITH LAWS

All services rendered by the AGENCY and its employees pursuant to this agreement shall conform with and be in full compliance with all applicable laws, rules and regulations as required by the Government. The Agency shall be entirely and solely responsible for the payment of its employee's mandatory contributions such as the SSS, PHIC, Pag-ibig and BIR payments and or all other worker's compensation insurance.

X SUPERVISION AND CONTROL

The AGENCY shall exercise discipline, direct supervision, control and administration over its janitors in accordance with law, ordinances and pertinent government rules and regulations, as well as, the rules and policies laid-down by the COMPANY on the matter. The COMPANY however may from time to time give instructions to the janitors for proper cleaning procedures of COMPANY's premises.

XI WARRANTY

Unless the AGENCY is able to prove that there was no fault or negligence on the part of its workers, the AGENCY shall be responsible for any loss or damage sustained by the COMPANY, its officers and employees, occurring during duty hours of the AGENCY's workers. Such fact of loss or damage shall be made known to the AGENCY in writing within forty-eight (48) hours from notice thereof.

XII PERFORMANCE SECURITY

To guarantee the faithful performance of the AGENCY of its responsibilities and obligations under this contract for Janitorial Services and the payment to the COMPANY for losses and or damages suffered thereby and such other liabilities that the AGENCY

VI QUALIFICATIONS

The AGENCY hereby assures and guarantees that the workers that will be assign at the COMPANY shall have the following qualifications:

- a at least a high school graduate
- b of good moral character and reputation, courteous, trustworthy and without criminal and police records
- c Disciplined, physically and mentally fit, with age not less than 21 but not more than 60 years old
- d Competent, efficient, experienced and properly screened by PNP, NBI and other government offices issuing clearances for employment
- e In proper uniform at all time

VII STORAGE OF SUPPLIES

The storing and usage of hazardous materials for cleaning purposes shall be acknowledge by the AGENCY and the latter shall maintain its storage safety throughout the COMPANY's premises. The AGENCY assumes the risk of harm to its employees and their property resulting from contact with hazardous materials while AGENCY's employee or properties are in the Company.

The AGENCY shall furnish all labor, tools, equipment, supplies to perform the services.

VIII COST

<u>COST DISTRIBUTION</u>	<u>PROPOSAL</u>	-	-
DAYS WORK PER WEEK	5 DAYS	6 DAYS	
NUMBER OF DAYS PER YEAR			
DAILY WAGE			
AVERAGE PAY PER MONTH (DW X 261/12)			
NIGHT DIFFERENTIAL (AVERAGE PAY X 10% X 1/3)	-	-	
13TH MONTH PAY (DW X 261/12/12)			
5 DAYS INCENTIVE PAY (DW X 5/12)			
UNIFORM ALLOWANCE	-	-	
COLA	-	-	
RETIREMENT BENEFITS	-	-	
TOTAL AMOUNT TO JANITORS & GOVERNMENT			
SSS (ER-SHARE)			
PHIC (ER-SHARE)			
ECC (ER-SHARE)			
HMDF (ER-SHARE)			
TOTAL AMOUNT IN FAVOR OF JANITORS & GOVERNMENT			

- c The Janitors must be in proper uniform at all times while on duty.
- d The AGENCY shall provide cleaning equipment and supplies for the cleaning services provided that the same shall conform to the standard required and/or set by the COMPANY.

V
SCHEDULE OF SERVICES

LOCATION	DUTY TIME	DAY	NUMBER OF STAFF
Ground floor	7 AM to 11 AM 2 PM to 6 PM	Mon to Sat	1
Second floor	8 AM to 12 NOON 2 PM to 6 PM	Mon to Fri	1
Third floor	7 AM to 11 AM 2 PM to 6 PM	Mon to Fri	1
Fourth floor	7 AM to 11 AM 2 PM to 6 PM	Mon to Fri	1
Special areas: GM's office, Boardroom, Cashier & Teller	7 AM to 12 NOON 1 PM to 4 PM	Mon to Fri	Suggestion: This will be handled by one COWD employee who will also be in- charge of the mimeographing machine
Male CR	8AM to 11 AM 1:00 to 5:00 PM	Mon to Fri	1
Female CR	8AM to 11 AM 1:00 to 5:00 PM	Mon to Fri	1

On declared special holidays and on legal holidays except Holy Thursday, Good Friday, Black Saturday, Election Day, Christmas Day and New Years Day, only the Ground floor will be provided with cleaning services.

I - Dusting	Includes wiping tables, cabinets, top of steel cabinets, windows, glass doors, sofas, etc.	Daily
	Vacuum	Once a week
	Cleaning of window jams.	Once a week
	Removal of cobwebs	Once a week
	Cleaning of walls	Once a month
II - Comfort room cleaning	Includes cleaning & disinfecting toilet bowls and urinals Garbage collection Wall cleaning Cleaning of the lavatory Dusting mirror & doors Floor cleaning & disinfecting Washing of garbage cans Change plastic bag of the thrash can daily	Daily
	Follow up comfort room cleaning	As necessary & as often as possible
III - Floor cleaning	Sweeping of floor Mopping the floor	At least once daily and or as often as necessary
	Floor polishing	Once a week
	Burnish floor	Once a month
	Cleaning of the canopy for the 3rd & 4th floor	Daily
	Cleaning with soap & disinfecting	Once a week
	Washing of mats/dirt trap	Once a week
IV - Garbage collection	Collect garbage from each employees thrash cans & thrash bins. All of these shall be deposited to the garbage drum located at the Ground near motorcycle parking area.	Daily
	Wash garbage and thrash cans.	Once a week
	Change plastic bag (sando bag) of the thrash can.	Daily
V- Miscellaneous	Filling of airpots	Daily and as necessary
	Filling of water dispenser	Once a week or as necessary
	Bring plants inside the office every Monday & to be brought to the garden every Friday. Water plants every Wednesday	Once a week
	Cleaning of venetian blinds & roller shades including glass windows	Quarterly
	Deep cleaning or General Cleaning	Semi annual

IV REQUIREMENTS

- a The AGENCY shall assign to COMPANY only Janitors employees that have completed Standard Safety Training Program and training on Good Housekeeping provided by their AGENCY and proof of which is shown by their Certificate of Completion to such program. The COMPANY has the right to refuse access to its facilities to janitor employees who have not completed such training and shall not be obligated in any manner to the AGENCY by such refusal.
- b The AGENCY shall provide Four (6) qualified janitors/Janitress daily, Two (3) male and Two (3) Female.

CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT FOR JANITORIAL SERVICES made and entered into at Cagayan de Oro City, Philippines by and between:

CAGAYAN DE ORO CITY WATER DISTRICT, a government owned and controlled corporation with office address at Corrales Avenue-Antonio Luna Sts., Cagayan de Oro City. It is hereinafter referred to as the COMPANY and herein represented by its General Manager

- and -

Agency with office address at , a duly licensed Janitorial referred to as the AGENCY and herein represented by its

-WINESSETH-

WHEREAS, in consonance with law, the COMPANY desires to engage the services of a janitorial agency for the purpose of (1) maintaining cleanliness of the premises (2) enforcing and implementing its orders, directives, memoranda, rules, policies and regulation relative to the maintenance of good housekeeping.

WHEREAS, the AGENCY is the lowest calculated and responsive quotation for 1 Lot Contract for COWD Janitorial Services (Provisions for Cleaning Services) per specifications, in the amount of as per BAC Resolution no. dated

NOW, THEREFORE, the Parties hereto agree and do hereby mutually bind themselves as to the following:

I
TERM OF JANITORIAL SERVICES

The term of this Janitorial Services is one (1) year, starting from to

II
SCOPE OF COVERAGE

The AGENCY shall provide janitorial services to the COMPANY for the Administrative Building located at Corrales Avenue ONLY, from Ground floor to Fourth Floor.

III
SCOPE OF SERVICES

SERVICES	TASKS	FREQUENCY
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4. The CAGAYAN DE ORO CITY WATER DISTRICT agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


ANTONIO B. YOUNG
General Manager


JOVEL P. BADAL
General Manager

for:

CAGAYAN DE ORO CITY WATER DISTRICT

for:

HINEX JANITORIAL AND ALLIED SERVICES

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Cagayan de Oro) S.S.

BEFORE ME, a Notary Public, this ____ day of _____, 2023 at the City of Cagayan de Oro, personally appeared:


Name	CTC/Passport No.	Issued on	Issued at
ANTONIO B. YOUNG	28349272	3/30/23	CDOC
JOVEL P. BADAL	<u>01356032</u>	<u>1/06/23</u>	<u>DAVAO CITY</u>

known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, as well as that of the principals that they respectively represent.

I further certify that this instrument refers to as PR#23-07-04-0117 Agreement, together with its appendices, consisting of Three (3) pages, including the page bearing this acknowledgment, duly signed by the Parties, as well as by their witnesses.

WITNESS MY HAND AND SEAL

Doc No. 328
Page No. 61
Book No. 5
Series of 2023


ATTY. ANGELI D. AVENIDO, CPA
Notary Public
NC-2022-214 - December 31, 2023
PTR No. 5568549 - Jan. 03, 2023-CDO
IBP No. 264254 - Pasig City
Roll of Attorney No. 76705-May 05, 2022
MCLE Compliance: Admitted to the Bar May 05, 2022

CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2023 between **CAGAYAN DE ORO CITY WATER DISTRICT**, with office address at Corrales Avenue, Cagayan de Oro City hereinafter called as the **ENTITY** and **HINEX JANITORIAL AND ALLIED SERVICES** with office address at Door 3 F. Building, Fatima Street, Purok 5 Barangay 24-C, Poblacion District, Davao City, hereinafter called as the **AGENCY**:

WHEREAS the **ENTITY** invited Bids for certain goods and ancillary services particularly the *1 Lot Contract for COWD Janitorial Services for One (1) Year* and has accepted a Bid by the **SERVICE PROVIDER** for the supply of those goods and services in the sum of **ONE MILLION ONE HUNDRED FIFTEEN THOUSAND THREE HUNDRED EIGHTY-ONE PESOS AND 52/100 ONLY (Php 1,115,381.52)** hereinafter called the Contract Price.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. ANNEX A
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.* Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In Consideration for the sum of **ONE MILLION ONE HUNDRED FIFTEEN THOUSAND THREE HUNDRED EIGHTY-ONE PESOS AND 52/100 ONLY (Php 1,115,381.52)** or such other sums as may be ascertained, **HINEX JANITORIAL AND ALLIED SERVICES** agrees to the *1 Lot Contract for COWD Janitorial Services for One (1) Year* in accordance with his/her/its bid.