

ORDERING AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Ordering Agreement, hereinafter referred to as Agreement, is made and entered into by and between:

THE PHILIPPINES STATISTIC AUTHORITY-BARMM, a regional government agency created under the laws of Republic of the Philippines with principal office address at Carumba Bldg. Jupiter St. Rosary Heights 9, Cotabato City, herein represented by its OIC-Regional Director, Engr. NASER S. USMAN, hereinafter referred to as "PSA-BARMM";

-and-

AQUA LOVE PURIFIED WATER REFILLING STATION a business organized and registered as sole-proprietor with official business address at Governor Guitierrez avenue, RH-IX, Cotabato Cit, Philippines, herein represented by its Owner, FAIDZA BADRUDIN BANGEN, hereinafter referred to as the "CONTRACTOR".

WITNESSETH THAT:

WHEREAS, PSA BARMM, through the Bids and Awards Committee, published through the PhilGEPs website and newspapers of general circulation, together with the posting of notice within the premises of PSA BARMM, an invitation to bid for Water Refilling Services in Cotabato City;

WHEREAS, the CONTRACTOR, in response to said publication, has presented and warranted that it is capable, competent, and duly licensed to service the PSA-BARMM in accordance with the requirements and specifications of the latter;

WHEREAS, in accordance with rules and regulations, the required bidding process was undertaken by the Bids and Awards Committee and the CONTRACTOR has participated therein and has been adjudged as the Lowest Responsive Bidder that passed the post-qualification process;

WHEREAS, on the basis of the foregoing representations and warranties by the CONTRACTOR, PSA-BARMM has awarded the contract for Water Refilling Services in Cotabato City to herein CONTRACTOR;

NOW THEREFORE, for and in consideration of the foregoing premises and of the terms, conditions, and undertakings hereafter set forth, the parties hereto agree as follows;

SCOPE OF THE AGREEMENT

- 1. This Agreement grants PSA-BARMM the option to buy the items and/or avail of the offered service as herein described from the CONTRACTOR when the need arises.
2. The total contract price as provided herein represents the maximum aggregate amount of all executed Purchase Order from PSA-BARMM.
3. In no case shall the aggregate amount of all Purchase Order issued exceed the total contract price.
4. For purpose of ordering, when the need arises, PSA- BARMM shall issue Purchase Orders addressed to the CONTRACTOR, specifying thereon the necessary description of the ordered, its corresponding quantity and amount.
5. However, this Agreement does not bind PSA-BARMM to issue the Purchase Order or any future contracts.

PHILIPPINE STATISTICS AUTHORITY - BARMM
ENGR. NASER S. USMAN
OIC-Regional Director
AQUA LOVE PURIFIED WATER REFILLING:
FAIDZA B. BANGEN
CONTRACTOR
RUFALDAH T. BRAHIM, CPA
Accountant III - Head Accounting
ANWAR S. ABDULLAH, CP
Administrative Officer IV / Budget Officer II
MOSNI M. ALI, MPA
Administrative Officer III
ENGR. ARWAN G. TULA, MPA
Chief, CRASD/RBAC Chairman
ARLENE CANNEDA
Witness

CONSIDERATION OF THIS AGREEMENT

6. For the option granted by the CONTRACTOR to PSA- BARMM to place future contracts or make orders, PSA- BARMM hereby undertakes to pay the amount of ONE PESO (1.00) Philippine Currency, as the full and total consideration of this Agreement.

OBLIGATION OF CONTACTOR

7. The CONTRACTOR, upon receipt of the Purchase Orders issued by PSA-BARMM prior to or on the starting date of every activity, hereby undertakes that it shall make available the necessary and specified meals on the dates indicated thereon.

8. The CONTACTOR shall provide water refilling services with the following conditions, to wit;
a. All goods services and goods must be delivered at PSA BARMM Regional Statistical Service Office;
b. All services and goods must be available upon request and or prior to the date required by the PSA-BARMM, otherwise, Non-availability of services and goods must be declared a head of time after notification or receiving the purchase order;

9. It is hereby understood that all products and/or items delivered shall be in good condition.

10. It is also hereby agreed between PSA-BARMM and the CONTRACTOR that all equipment, tools, materials, and/or supplies required or used shall be borne solely by and at the cost of the CONTRACTOR.

11. Workmanship, materials quality and service to be rendered shall be of the best known to the trade.

TOTAL CONTRACT PRICE

12. The total contract price shall be in the amount of **FIFTY THOUSAND PESOS (P50,000.00)** only, in Philippine Currency, representing obligate amount for the CONTRACTOR for all products and services rendered and for the full, faithful and complete performance of all the work/product/services under this contract.

13. The total contract price as above-cited shall be based on the breakdown of the services provided by the CONTRACTOR and the corresponding contract rate as hereinafter upon and show as follows, to wit:

Mineral water refill and delivery P30.00 Each 5-gallon Container

Total: P30.00

14. The total contract price is subject to actual usage or availment of PSA-BARMM and should the total Contract price not be fully consumed or expended by PSA-BARMM upon the explanation of this agreement, then PSA-BARMM shall be liable and obligated only to pay the corresponding amount consumed or expended.

15. All payments made by PSA-BARMM to the CONTRACTOR shall form part of the contract price.

PAYMENT

16. The CONTRACTOR hereby undertakes to submit the corresponding collection billings after every delivery of products and/or services rendered as basis for payments.

17. The total amount to be paid shall be net of taxes due.

AQUA LOVE PURIFIED WATER REFILLING:
 FAIDZA B. SANGEN
 CONTRACTOR
 PHILIPPINE STATISTICS AUTHORITY - BARMM
 ENGR. REBEL B. USMAN
 OIC Regional Director
 ENGR. KAM G. TULA, MPA
 Chief, CRASD/RBAC Chairman
 HOSNI W. ALI, MPA
 Administrative Witness
 ANWAR S. ABDULLAH, CP
 Administrative Officer IV / Budget Officer II
 RUFAYAH T. IBRAHIM, CPA
 Accountant III - Head Accounting