

**AMENDMENT TO THE CONTRACT
FOR THE PROCUREMENT OF PERISHABLE AND NON-PERISHABLE FOOD
SUPPLIES FOR SUPPLEMENTARY FEEDING PROGRAM IN BENGUET (Lot No.
1: Buguias and Mankayan, Benguet)**

KNOW ALL MEN BY THESE PRESENTS:

This Amendment to the contract entered into and executed by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT – CORDILLERA ADMINISTRATIVE REGION**, a government agency with an address located at #40 Northdrive Baguio City (hereinafter referred to as “**DSWD-CAR**”), represented by its OIC-Regional Director, **LEO L. QUINTILLA** (hereinafter referred to as the “**PROCURING ENTITY**”);

-and-

HLYC TRADING a business establishment organized and existing under Philippine law, with principal business address at 1133-E Melling Tower Aguilar St., Santa Cruz NCR, City of Manila, First District, National Capital Region (NCR), Philippines, represented herein by its Proprietor, **HOMER AVELLANEDA CONCHADA**, hereinafter referred to as the “**SUPPLIER**”.

NOW THIS AGREEMENT WITNESSETH THAT:

WHEREAS, the parties entered into a Contract on 28 June 2019 as the “**Purchase of Perishable and Non-Perishable Food Supplies for Supplementary Feeding Program in Benguet**” with the total contract price of Twelve Million Nine Hundred Fifty Thousand Nine Hundred Twenty Pesos and Twenty Centavos (Php 12,950,920.20) registered as Document No. 75; Page No. 24; Book No. 77, Series of 2019 on the Notarial Register of Notary Public Atty. **GARY CAMITAN AURE**;

WHEREAS, pursuant to the Manual Procedures for the Procurement of Goods and Services – Volume 2, issued by the Government Procurement Policy Board (GPPB), “*an Amendment to Order refers to any necessary adjustment within the general scope of the contract in any one or more of the following aspects in order to fully meet the requirements of the project:*”

- 1). *Drawings, design or specifications of the goods;*
- 2). *The method of shipment or packing;*
- 3). *The place of delivery;*
- 4). *The place of performance of the services;*
- 5). *Additional items needed and necessary for the protection of the goods procured, which were not included in the original contract; or*
- 6). *Any other change affecting the specifications or scope of work of the goods and/or services to be procured”.*



WHEREAS, pursuant to the same Manual, "Amendments to Order may be issued by the Procuring Entity at any time during contract implementation, provided that such adjustment is required to fully meet the requirements of the project. Any of the following circumstances may serve as basis for such amendment/s:

- 1) *Emergency cases, fortuitous events or unforeseen contingencies arising during project / contract implementation, and such contingencies have an impact on the procurement at hand, such as:*
 - a. *Changes in the condition affecting the project, e.g., a changes in the place of delivery;*
 - b. *Time is of the essence in the implementation of the project, and*
 - c. *Additional requirements have been identified as necessary for the protection of the goods procured, such as changes in the packaging of the goods, or additional items have become necessary to ensure that the goods are sufficiently protected from the elements;*
- 2) *When the contract does not reflect the real intention of the parties due to mistake or accident, and the amendment is necessary to reflect the parties' intention; and*
- 3) *Other analogous circumstances that could affect the conditions of the procurement at hand".*


WHEREAS, Section VI Lot 1 the Special Conditions of the Contract (SCC) requires the supplier to deliver perishable food supplies on the municipalities of Buguias and Mangkayan, Benguet;

WHEREAS, prior to the commencement of procurement for the above-mentioned transaction, the items to be delivered were presented and consulted to the respective Municipal Social Welfare Offices. However, during the implementation of delivery, some issues and concerns were raised by the beneficiaries. Hence, it was only during the implementation that the said issues and concerns had arise.

WHEREAS, some of the items indicated in the contract were willingly provided by either the LGU or the parents of children beneficiaries. Thus, it is only impractical to require the supplier to deliver the goods that were already provided in the locality;

WHEREAS, it is indicated in the original contract that the delivery place will be on the municipal halls of the respective municipalities. However, although it is true that the delivered goods in the municipal halls were received in a good condition, some goods were still being spoiled or rotten because the same will still be distributed in the different barangays that are usually traveled through a great distance. Thus, the shelf life of concerned goods were already rapidly deteriorating.

WHEREAS, due to unique climate of each municipality, terrains that exposes the goods in extreme temperatures, and availability of equipment or facility to cater



the storage of goods, some of the delivered goods were already rotten and signs of spoilage were discovered during the food preparation of meals used in the respective feeding programs. Hence, the spoiled and rotten goods were just disposed instead of risking the health of children beneficiaries;

WHEREAS, given the above-mentioned circumstances and in order to fully meet the original and true intention of the parties, this Amendment to Order is deemed necessary, and will entail no additional cost;

WHEREAS, other provisions of the SCC and Schedule of Requirements not affected by this amendment shall remain full force and effect.

NOW THEREFORE, the parties mutually agreed to amend certain conditions stipulated under the Special Conditions of the Contract (SCC); to read:

Lot 1:

LOCAL GOVERNMENT UNIT OF MANKAYAN					
FROM (Items to be replaced)					
UNIT	ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	
kg	Squash Fruit, medium size, at least 1 kg per piece	192	60.00	11,520.00	
pack	Eggplant, medium size, 1 kg per pack	386	80.00	30,880.00	
pack	Banana saba, half ripe, 1 kg per pack	154	100.00	15,400.00	
TOTAL				57,800.00	
TO (CHANGE TO NEW ITEM AND ADDITIONAL QUANTITY)					
UNIT	ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	
pack	Potato, atleast 368 grams per piece, 1 kg per pack	396	122.75	48,609.00	
pack	Kamote Tubers, Medium size, 1 kg per pack	182	50.50	9,191.00	
TOTAL				57,800.00	

Relative to the changes of goods, the delivery of goods shall be affected with the following details:

(Previous delivery schedule)

Unit	Item Description	QUANTITY TO BE DELIVERED PER MONTH					
		MONTH 3	MONTH 4	MONTH 5	MONTH 6	MONTH 6	MONTH 6
pack	Chicken, quarter leg, 1 kg per pack	97	97	96	96	96	96
pack	Kamote Tubers, Medium size, 1 kg per pack	87	87	87	87	87	87
pack	Banana saba, half ripe, 1 kg per pack	39	39	38	38	38	38
pack	Eggplant, medium size,	97	97	96	96	96	96

	<i>1 kg per pack</i>				
kg	<i>Squash Fruit, medium size, atleast 1 kg per piece</i>	48	48	48	48
pack	<i>Onion, medium size, 1 kg per pack</i>	90	90	90	90
pack	<i>Ginger, medium size, 1 kg per pack</i>	39	39	38	38
pack	<i>Garlic, medium size, 1 kg per pack</i>	84	84	84	83
tray	<i>Eggs, medium size, 30 pcs. Per tray</i>	206	206	206	206

To (New delivery schedule)

Unit	Item Description	Quantity to be delivered per month			
		NOVEMBER		DECEMBER	
pack	Chicken, 1 kilo per pack *any part except back portion, internal organ, neck and head	128		258	
pack	Kamote Tubers, Medium size, 1 kg per pack	176		354	
pack	Onion, medium size, 1 kg per pack	120		240	
pack	Ginger, medium size, 1 kg per pack	51		103	
pack	Garlic, medium size, 1 kg per pack	111		224	
tray	Eggs, medium size, 30 pcs. Per tray	274		550	
pack	Potato, atleast 368grams per piece, 1 kg per pack	132		264	

Lot 1

LOCAL GOVERNMENT UNIT OF BUGUIAS

FROM (Items to be removed)

UNIT	ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
pack	Kamote Tubers, Medium size, 1 kg per pack	228	50.50	11,514.00
pack	Banana saba, half ripe, 1 kg per pack	86	100.00	8,600.00
pack	Eggplant, medium size, 1 kg per pack	428	80.00	34,240.00
kg	Squash Fruit, medium size, atleast 1 kg per piece	143	60.00	8,580.00
TOTAL				62,934.00

TO (Additional Quantity)				
UNIT	ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
pack	Chicken, 1 kilo per pack *any part except back portion, internal organ, neck and head	369	166.00	61,254.00
tray	Eggs, atleast 44grams, 30 pcs. Per tray	8	210.00	1,680.00
TOTAL				62,934.00

As there will be changes in the goods to be provided, changes in the schedule of delivery are also expected

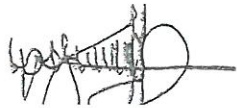
From (Original delivery schedule)

Unit	Item Description	QUANTITY TO BE DELIVERED PER MONTH					
		MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6	
pack	Chicken, quarter leg, 1 kg per pack	86	86	86	85	85	
pack	Kamote Tubers, Medium size, 1 kg per pack	46	46	46	45	45	
pack	Banana saba, half ripe, 1 kg per pack	18	17	17	17	17	
pack	Eggplant, medium size, 1 kg per pack	86	86	86	85	85	
kg	Squash Fruit, medium size, atleast 1 kg per piece	29	29	29	28	28	
pack	Onion, medium size, 1 kg per pack	42	42	42	42	42	
pack	Ginger, medium size, 1 kg per pack	23	23	23	22	22	
pack	Garlic, medium	42	42	42	42	42	

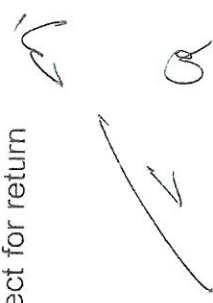
	size, 1 kg per pack					
tray	Eggs, atleast 44grams, 30 pcs. Per tray	128	128	128	127	127

To (New delivery schedule)

Unit	Item Description	Quantity to be delivered per month			
		NOVEMBER	NOVEMBER	DECEMBER	DECEMBER
pack	Chicken, 1 kilo per pack *any part except back portion, internal organ, neck and head	265	265	532	532
pack	Onion, medium size, 1 kg per pack	70	70	140	140
pack	Ginger, medium size, 1 kg per pack	37	37	76	76
pack	Garlic, medium size, 1 kg per pack	70	70	140	140
tray	Eggs, atleast 44grams, 30 pcs. Per tray	215	215	431	431



FURTHER, to ensure that the goods to be delivered will not be vulnerable to spoilage, it is agreed by both parties that the packaging of goods will be enhanced. Thus, aside from the specifics that were mentioned in the original contract, the Supplier commits that the goods to be delivered will be at better condition than that was previously delivered. Upon final acceptance and receipt, any spoilage and damage shall not be the responsibility of the supplier and shall not subject for return and change.



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 of November 2019.

For the
Procuring Entity



LEO L. QUINTILLA
OIC – Regional Director

For the
Supplier

By:



HOMER A. CONCHADA
Proprietor

-Witnesses-



ELEONOR K. BUGALIN-AYAN
Focal Person, Supplementary
Feeding Program



CARON P. PENAVE
RMB



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.

BEFORE ME, a Notary Public for and in _____, on this ____ day
of _____ 2019 personally appeared the following with their respective proof of
Identification;

LEO L. QUINTILLA

DSWD ID No. : _____
Place Issued : _____
Date Issued : _____

HOMER A. CONCHADA

Company ID No. : _____
Place Issued : _____
Date Issued : _____

Both known to me to be the same people who executed the foregoing instrument
and who acknowledge to me that the same is their own free will and voluntary act
and deed.

This agreement consisting of eight (8) pages including this page, signed by
the parties and their instrumental witnesses in all pages refer to an **AGREEMENT** for
the Purchase of Perishable Food Supplies for Supplementary Feeding Program in
Benguet.

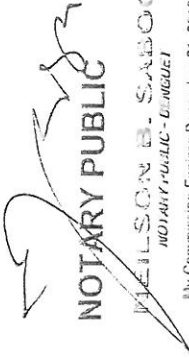
WITNESS MY HAND AND NOTARIAL SEAL on the date and place first
above written.

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Book No. 111

Series of 2019


NOTARY PUBLIC
MELSON B. SABOG
NOTARY PUBLIC - BENGUET

My Commission Expires December 31, 2019
Roll of Attorney's No. 52115 5/11/2005 Manila
IBP Lifetime No. 1062173 5/19/2017 Baguio-Benguet
PTR No. 5265333 January 3, 2019 Benguet
ID-75 Betag, La Trinidad, Benguet

