

**AMENDMENT TO THE CONTRACT
FOR THE PURCHASE OF PERISHABLE AND NON-PERISHABLE FOOD
SUPPLIES FOR SUPPLEMENTARY FEEDING PROGRAM IN BAGUIO CITY (ITB
NO. 2019-DSWD-CAR-006)**

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 Meiling 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 Baguio City (ITB No. 2019-DSWD-CAR-006)**” with the total contract price of Five Million Eight Hundred Thirty-Six Thousand Four Hundred Thirty-Nine Pesos and Ten Centavos (PhP5,836,439.10) 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*



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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 of the Special Conditions of the Contract (SCC) requires the supplier to deliver Pork Meat and Ground Pork on City Social Welfare and Development Office (CSWDO), Baguio City (Every Monday of the week before 7:00am);

WHEREAS, prior to the commencement of procurement for the above-mentioned transaction, the goods were patterned from the previously procured goods by the City. Hence, except for the quantity, exact items were planned to be procured;

WHEREAS, said items were delivered as acceptable and received in good condition. However, after less than an hour travel to the Child Development Centers, the goods have already shown signs of spoilage. Therefore, goods were opted to be disposed instead of risking the health of the children beneficiaries. Furthermore, said concerns were repeatedly raised by parents and workers;

WHEREAS, due the issue of African Swine Fever (ASF), concerns were heightened wherein parents and workers became hesitant to prepare pork dishes. Thus, parents and workers also requested that pork products should not be delivered anymore;



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WHEREAS, if the pork products will be continuously delivered and will be eventually wasted, the required 1/3 Recommended Energy and Nutrient Intake (RENI) of the children per feeding day will not be attained, because the remaining protein sources delivered such as chicken, fish fillet and egg will only last for two feeding days;

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;

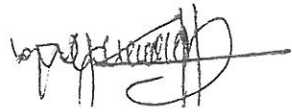
WHEREAS, other provisions of the SCC and Schedule of Requirements not affected by this amendment shall remain full force and effect.

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

Lot 1:

CITY GOVERNMENT OF BAGUIO				
FROM (Items for replacement)				
UNIT	ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
pack	Pork, Lean Meat, 1 kilo per pack	3641	180.00	655,380.00
pack	Ground Pork, 1 kilo per pack	1324	178.95	236,929.80
TOTAL				892,309.80
TO (Items to replace the aforementioned items)				
UNIT	ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
pack	Frozen Boneless Fish, fully deboned, atleast 750g per pack	4928	180.00	887,040.00
tray	Eggs by 30, at least 38 grams	8	218.10	1,744.80
pack	Chicken, quarter leg, 1 kilo per pack	23.5	150.00	3,525.00
TOTAL				892,309.80

Due to change of items, new Delivery Schedule shall also apply as to wit:
(please see next page)




Original delivery schedule reflecting the undelivered Lean Pork and Ground Pork:

Stock/ Property No.	Unit	Item Description	QUANTITY TO BE DELIVERED PER WEEK			
			Quantity	MONTH 1	MONTH 2	MONTH 3
Pork, Lean Meat, 1 kilo per pack	pack	Pork, Lean Meat, 1 kilo per pack	5958	331	331	331
			331	331	331	331
			331	331	331	331
			331	331	331	331
Chicken, quarter, leg, 1 Kilo per pack	pack	Chicken, quarter, leg, 1 Kilo per pack	7944	331	331	331
			331	331	331	331
			331	331	331	331
			331	331	331	331
White Fish Fillet, 1 kilo per pack	pack	White Fish Fillet, 1 kilo per pack	5160	430	430	430
			430	430	430	430
			430	430	430	430
			430	430	430	430
Eggs by 30, small size	tray	Eggs by 30, small size	2160	108	108	108
			108	108	108	108
			108	108	108	108
			108	108	108	108
Ground Pork, 1 kilo per pack	pack	Ground Pork, 1 kilo per pack	1986	331	331	331
			331	331	331	331
			331	331	331	331
			331	331	331	331

*Cell with marked blue was delivered

New delivery schedule that will be used for month 5 (November) and month 6 (December)

Unit	Item Description	Quantity	Unit		
		4,928 pack 1 kg per Fish, fully deboned, vacuum sealed packaging g Frozen Boneless Fish, fully deboned, 1 kg per pack *vacuum sealed packaging g			
pack	Chicken, quarter leg, 1 kilo per pack		7,967.50	pack	
pack	White Fish Fillet, 1 kilo per pack		5,160	pack	
Tray	Eggs by size 30, small		2,168	Tray	
			QUANTITY TO BE DELIVERED PER WEEK		
				MONTH 1	WEEK 1
					WEEK 2
					WEEK 3
					WEEK 4
				MONTH 2	WEEK 1
					WEEK 2
					WEEK 3
					WEEK 4
				MONTH 3	WEEK 1
					WEEK 2
					WEEK 3
				WEEK 4	
		MONTH 4		WEEK 1	
				WEEK 2	
				WEEK 3	
			WEEK 4		
		MONTH 5 (NOVEMBER)	WEEK 1		
			WEEK 2		
			WEEK 3		
			WEEK 4		
		MONTH 6 (DECEMBER)	WEEK 1		
			WEEK 2		
			WEEK 3		

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 be 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



HOMER A. CONCHADA
Proprietor

By:

-Witnesses-



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



Carmel P. PENARUA-RANE

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 : _____

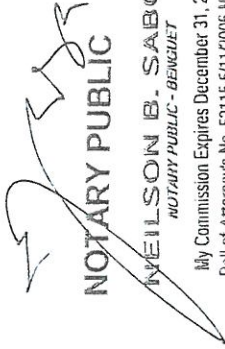
HOMER A. CONCHADA

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 seven(7) 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.


NOTARY PUBLIC
NEILSON B. SABOG
NOTARY PUBLIC - BENGUET

My Commission Expires December 31, 2019
Roll of Attorney's No. 52115-5/11/2006 Manila
IBP Lifetime No. 1062173-5/18/2017 Baguio-Benguet
PTR No. 5266333 January 3, 2019 Benguet
ID-75 Itacog, La Trinidad, Benguet

Doc. No. 227
Page No. 47
Book No. 14

Series of 2019



