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Award Notice Abstract (Ref No.: 3631246)

Status: Updated

Reference Number: 8647201 Control Number: RFP No. 2022 - 05 - 0048 Bid Notice Title: Procurement of Training Service Provider for the Conduct of Master TESOL Certification Course Approved Budget: Php800,000.00 Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9) Classification: Goods Category: Education and Training Services Applicable Procurement Rules: Implementing Rules and Regulations Funding Source: Government of the Philippines (GOP) Funding Instrument: General Appropriations Act Area of Delivery: Metro Manila Delivery Period: 0 Day/s Contact Person: John Paulo Francisco Created By: John Paulo Francisco	<p align="center">DEPARTMENT OF TOURISM</p> <p align="center">351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines</p> <p align="center">Training Service Provider</p> <p>Awardee : CHOMSKY LANGUAGE TRAINING CENTER Address : Trancoville, Baguio City Baguio City Benguet, CAR, Philippines</p> <p>Contact Person : Berannie Binay-an Balag Designation : Admin Staff</p> <table border="1"> <thead> <tr> <th colspan="3">Line Item</th></tr> <tr> <th>#</th><th>Product/Service/Project Name</th><th>Budget</th></tr> </thead> <tbody> <tr> <td>1</td><td>Training Service Provider, Procurement of Training Service Provider for the Conduct of Master TESOL Certification Course, 86000000, 1, Lot</td><td>Php800,000.00</td></tr> </tbody> </table> <p>Reason for Award : Single Calculated and Responsive Bid</p>	Line Item			#	Product/Service/Project Name	Budget	1	Training Service Provider, Procurement of Training Service Provider for the Conduct of Master TESOL Certification Course, 86000000, 1, Lot	Php800,000.00	Award Type: Award Notice Contract Amount: Php780,000.00 Award Date: 14-May-2022 Publish Date: 19-May-2022 Date Last Updated: 10-Jun-2022 Contract Number: 22-00133 Proceed Date: 13-May-2022 Contract Effectivity Date: 24-Jun-2022 Contract End Date: 12-Aug-2022 Created By: John Paulo Samonte Francisco Date Created: 19-May-2022 Approver: View Documents: 4
Line Item											
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1	Training Service Provider, Procurement of Training Service Provider for the Conduct of Master TESOL Certification Course, 86000000, 1, Lot	Php800,000.00									



NOTICE OF AWARD

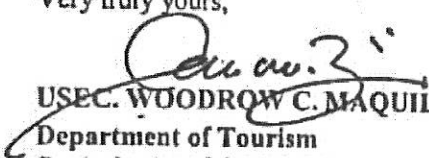
MS. ELI T. NATIVIDAD
Director
Chomsky Language Training Center
No. 139 – B, M. Roxas St., Tabora Brgy.,
Trancoville, Baguio City

Dear Ms. Natividad:

We are pleased to inform you that your quotation for the Procurement of Training Service Provider for the Conduct of Master Online Teaching English to Speakers of Other Languages (TESOL) Certification Course in the amount of Seven Hundred Eighty Thousand Pesos (PhP780, 000.00) was determined as the Single Calculated and Responsive Bid (SCRB) thru Negotiated Procurement – Small Value Procurement (SVP).

We appreciate your interest in this opportunity and we look forward to your satisfactory performance of your obligations under the project.

Very truly yours,

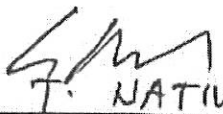

USEC. WOODROW C. MAQUILING, JR.

Department of Tourism

By Authority of the Secretary:

(per Department Order No. 2022-025)

Conforme:


ELI T. NATIVIDAD

(Awarded bidder's name of authorized
Representative and signature)

MAY 19, 2022
(Date)

***Kindly fax or email to sender to acknowledge receipt**



**BAC Resolution Declaring Single Calculated and Responsive Bid (SCRB)
and Recommending Award for the Procurement of Training Service
Provider for the Conduct of Master Online Teaching English to Speakers
of Other Language (TESOL) Certification Course**

(RFQ No. 2022 - 05 - 0048)

Resolution No. 2022 - 068

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Quotation (RFQ) for the Procurement of Training Service Provider for the Conduct of Master Online Teaching English to Speakers of Other Language (TESOL) Certification Course, in the PhilGEPS website and DOT website continuously for at least five (5) calendar days, starting on 06 May 2022, and the deadline for the submission of quotations was set on 10 May 2022. The Approved Budget for the Contract (ABC) is Eight Hundred Thousand Pesos (PhP800, 000.00). A copy of the PhilGEPS posting is hereto attached, marked as **Annex "A"**, and made an integral part hereof;

WHEREAS, three (3) known service providers were invited to join by sending Request for Quotation (RFQ) via e-mail and to submit their quotation via e-mail using the same method, in compliance with the procedure on Negotiated Procurement - Small Value Procurement pursuant to Section 53.9 of the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184);

WHEREAS, in response to the said posting and invitation, no bidders submitted their quotations within the set deadline for the submission of quotations on 10 May 2022. A copy of Bid Bulletin has been issued to extend the deadline of submission of quotations on 13 May 2022. A copy of Bid Bulletin is hereto attached, marked as **Annex "B"**, and made an integral part hereof;

WHEREAS, upon evaluation, below are the findings;

Name of Bidder	Bid Amount (As Read)	Findings
Chomsky Language Training Center	PhP780, 000.00	Eligible

WHEREAS, the detailed evaluation of the quotations resulted in the following:

Name of Bidder	Bid Amount (As Calculated)	Ranking
Chomsky Language Training Center	PhP780, 000.00	Single Calculated Bid (SCB)

WHEREAS, upon due evaluation and careful examination of the quotation submitted by **CHOMSKY LANGUAGE TRAINING CENTER**, being the bidder with the *Single Calculated Bid (SCB)*, its quotation has been found to be complying and responsive to the technical specifications as stated in the Terms of Reference (TOR). A copy of the Abstract of Quotations and the submitted quotations are hereto attached, marked as **Annexes "C" and "D"**, respectively, and are made integral parts hereof;


**CERTIFIED TRUE COPY
OF THE ORIGINAL
BY: 9/ 5/16/22**

NOW, THEREFORE, foregoing premises considered, WE, the Members of the DOT Bids and Awards Committee, hereby **Resolve**, as it is hereby **Resolved**:

- a) To adopt Negotiated Procurement – Small Value Procurement under Section 53.9 of the revised Implementing Rules and Regulations (IRR) of the Republic Act No. 9184 for the Procurement of Training Service Provider for the Conduct of Master Online Teaching English to Speakers of Other Language (TESOL) Certification Course; and
- b) To declare **CHOMSKY LANGUAGE TRAINING CENTER** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the Procurement of Training Service Provider for the Conduct of Master Online Teaching English to Speakers of Other Language (TESOL) Certification Course, in the total amount of **SEVEN HUNDRED EIGHTY THOUSAND PESOS (Php780,000.00)**, inclusive of all applicable taxes;
- c) To recommend for approval by the Secretary of Tourism the foregoing findings.

Resolved this 13th day of May 2022.


Recommending Approval:



OIC - USEC. REYNALDO L. CHING
BAC Chairperson



OIC - ASEC. MILAGROS Y. SAY
BAC Vice Chairperson



MR. RAYMUND GLEN A. AGUSTIN
BAC Member



MS. ERNESTINNE S. DEMACILID
BAC Member



ATTY. JENNIFER A. OLBA
BAC Member

By Authority of the Secretary
(Department Order No. 2022-025)

☒ **APPROVED** ☐ **DISAPPROVED:**



WOODROW C. MAQUILING, JR.
Undersecretary, Tourism Development Planning

**CERTIFIED TRUE COPY
OF THE ORIGINAL
BY: Page 2 of 29 / 5/18/22**

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SERVICE CONTRACT

Training Service Provider

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this MAY 30 2022 in the City of Makati, Philippines, by and between

The **DEPARTMENT OF TOURISM (DOT)**, a government agency with principal office address at the New DOT Building, 351 Sen. Gil Puyat Avenue, Makati City, Philippines 1200 represented by Undersecretary for Tourism Development Planning, **MR. WOODROW C. MAQUILING, JR.**, of legal age, Filipino and hereinafter referred to as the "**FIRST PARTY**";

and

CHOMSKY LANGUAGE TRAINING CENTER, a private entity existing and duly registered under the laws of the Philippines, with office address at 9 MRR-Queen of Peace, Baguio City, Benguet, Cordillera Administrative Region (CAR), represented by its Director, **MR. ELI TOLEDO NATIVIDAD** and hereinafter referred to as the "**SECOND PARTY**";

Each a Party, collectively, the "**PARTIES**."

WITNESSETH:

WHEREAS, the **FIRST PARTY** is the primary planning, programming, coordinating, implementing and regulatory government agency in the development and promotion of the tourism industry, both domestic and international;

WHEREAS, pursuant to its mandate, the **FIRST PARTY**, through the Office of Product and Market Development (OPMD), will conduct the *Master Teaching English to Speakers of Other Language (TESOL) Certification Course* (the "**TESOL Certification Course**") which aims to provide teaching skills enhancement program for English as Second Language (ESL) teachers that will equip them with the current, relevant, and appropriate ESL teaching methodologies which will, in turn, make the Philippines more competitive in the global ESL arena as holders of TESOL certificate are given preference by ESL institutions all over the world;

WHEREAS, the **FIRST PARTY** is in need of the services of a training provider to undertake the TESOL Certification Course from 24 June to 12 August 2022;

WHEREAS, the requirement was processed in compliance with the procedure on **Negotiated Procurement-Small Value Procurement**, pursuant to Section 53.9 of the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (Government Procurement Reform Act);

WHEREAS, the **SECOND PARTY**, a duly registered member of the Philippine Government Electronic Procurement System (PhilGEPS) that possesses the necessary equipment, personnel, and expertise in providing the required services, has offered to undertake the project;

WHEREAS, the Bids and Awards Committee (BAC) of the DOT, through **BAC Resolution No. 2022-068** has declared the **SECOND PARTY** to be the bidder with the Single Calculated

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and Responsive Bid (SCRB) as its quotation was found to be compliant and responsive to the technical specifications indicated in the Terms of Reference (TOR);

NOW, THEREFORE, based on the foregoing, the **PARTIES** hereby agree as follows:

1. **SERVICES.** The **SECOND PARTY** hereby agrees to:

- a. Provide 120 hours of internationally-aligned and accepted Online TESOL Certification Course following a set of standard phases, stages, topics, and expected outputs;
- b. Provide appropriate online platform for the training sessions;
- c. Provide essential materials;
- d. Assist in the review and transfer of face-to-face lesson plans to online lesson plans;
- e. Conduct actual TESOL training for pre-screened and selected participants, mentoring sessions, post-training assessment, issuance of the certificate of completion, and report submission;
- f. Submit terminal report of the training and a copy of the recording of the training and materials used uploaded on google drive and 1TB hard drive.

Details of the technical requirements including the other duties and responsibilities of the **SECOND PARTY** are indicated in the attached **Terms of Reference**, which forms an integral part of this contract.

2. **EFFECTIVITY AND TERM.** This Agreement shall be effective from the date of execution up to **12 August 2022**.

3. **COMPENSATION.** By way of compensation for its services, the **FIRST PARTY** shall pay the **SECOND PARTY** the total amount indicated in the Statement of Account, which shall be based on actual expenses incurred, but not to exceed **Seven Hundred Eighty Thousand Pesos (PhP780,000.00)** for the total actual cost of services rendered inclusive of VAT and other taxes.

4. **PAYMENT.** The above consideration will be paid by the **FIRST PARTY** after presentation of the required Statement of Account and other necessary documents, subject to the usual accounting and auditing rules and regulations by the **SECOND PARTY**. It is understood, however, that payment shall only be made after it has fully and satisfactorily rendered its undertaking under this agreement.

5. **LIQUIDATED DAMAGES.** When the **SECOND PARTY** fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Agreement inclusive of duly granted time extensions if any, the **FIRST PARTY** shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the contract price, as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery or performance. The **FIRST PARTY** need not prove that it has incurred actual damages to be entitled to liquidated damages. Once the amount of liquidated damages reaches ten percent (10%) of the total contract price, the **FIRST PARTY** may rescind or terminate the Agreement, without prejudice to other courses of action and remedies open to it.

6. **FREE AND HARMLESS.** The **SECOND PARTY** shall hold the **FIRST PARTY** free and harmless from, and hereby binds and obligates itself to indemnify the **FIRST PARTY** for any and all liabilities, losses, damages, injuries, including death, claims, demands, suits, proceeding, judgments, awards, fines, penalties and all expenses, legal or otherwise of whatever kind or nature arising from and by reason of this Agreement, due to the fault,

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negligence, act, act omission, delays, conduct, breach of trust, or non-observance or violation of this Agreement, or any of its stipulation and warranties by the **SECOND PARTY** and/or any of its employees, agents, representatives, or sub-contractors.

7. **DISPUTE RESOLUTION.** If any dispute shall arise between the **FIRST PARTY** and the **SECOND PARTY** in connection with this Agreement, the Parties shall make every effort to resolve such dispute amicably. Should such dispute not be resolved, the same will be referred for arbitration in accordance with RA No. 876 or the *Arbitration Law* and RA No. 9285 or the *Alternative Dispute Resolution Act of 2004*.
8. **ELECTRONIC SIGNATURES.** The parties shall be entitled to sign and transmit this Agreement with an electronic signature whether by facsimile, e-mail, or other electronic means, which signature shall be binding on the Party whose name is contained therein. Any Party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.
9. **COMPLETENESS OF AGREEMENT.** This Agreement, along with the select provisions in the annexes made integral parts hereof, contains the complete understanding of the Parties and may not be modified or amended except through another Agreement in writing duly executed by the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives on the date stated above.

DEPARTMENT OF TOURISM

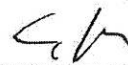
By:



MR. WOODROW C. MAQUILING, JR.
Undersecretary for Tourism Development Planning


CHOMSKY LANGUAGE TRAINING CENTER

By:



MR. ELI TOLEDO NATIVIDAD
Director

Signed in the presence of:




RENCÉ MARIE ROBIT



AGNES E. GUARIN

FUNDS AVAILABLE:



Mr. Roman G. Bersamira
Chief, Accounting Division, DOT

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ACKNOWLEDGEMENT

Republic of the Philippines) S.S
 City of Makati)

On this 8th day of June, 2022 personally appeared before me, a Notary Public
 in and for the City of Makati, the following persons:

Name	Government ID	Date Issued	Place Issued
WOODROW C. MAQUULING, JR.	<u>PH# 500170511</u>		
ELI TOLEDO NATIVIDAD	<u>PRC-1524916</u>	<u>1/19/20</u>	<u>Manila City</u>

all known to me to be the same person who executed the foregoing Agreement and
 acknowledgement that the same is an act of their free and voluntary will and deed and of the
 entity that they respectively represent.

IN WITNESS WHEREOF, I hereunto sign this document and affix my seal of office on this
 date and place aforementioned.

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 Series of 2022

NOTARY PUBLIC

ATTY. AUDELIN M. ZAMORA

Notary Public

Until December 31, 2022

Penthouse, Legal Affairs Service, DOT Bldg.

PTR No. 8862995 - 01/15/2022 - Makati City

IBP Lifetime Member 04646 / Makati City

Roll No. 44115 / MCLE VI-0024349

Extended Until June 30, 2022 Per BM No. 3795