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Award Notice Abstract (Ref No.: 3196486)

Status: Updated

Reference Number: 7839226 Control Number: 2021 - 07 - 0072 Bid Notice Title: Online Teaching English to Speakers of Other Language (TESOL) Certification Course Approved Budget: Php800,000.00 Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9) Classification: Consulting Services Category: Consulting Services Applicable Procurement Rules: Implementing Rules and Regulations Funding Source: Government of the Philippines (GOP) Funding Instrument: General Appropriations Act Location: Metro Manila Contract Duration: 0 Day/s Contact Person: John Paulo Francisco Created By: John Paulo Francisco	DEPARTMENT OF TOURISM 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines Consulting Services Awardee : CHOMSKY LANGUAGE TRAINING CENTER Address : Trancoville, Baguio City Baguio City Benguet, CAR, Philippines Contact Person : Berannie Binay-an Balag Designation : Admin Staff <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>Consulting Services, Procurement of Service Provider for the Online Teaching English to Speakers of Other Language (TESOL) Certification Course, 80101508, 1, Lot</td><td>Php800,000.00</td></tr> </tbody> </table> Reason for Award : Single Rated and Responsive Bid (SRRB)	Line Item			#	Product/Service/Project Name	Budget	1	Consulting Services, Procurement of Service Provider for the Online Teaching English to Speakers of Other Language (TESOL) Certification Course, 80101508, 1, Lot	Php800,000.00	Award Type: Award Notice Contract Amount: Php780,000.00 Award Date: 06-Aug-2021 Publish Date: 12-Aug-2021 Date Last Updated: 16-Feb-2022 Contract Number: 21 - 00137 Proceed Date: 27-Sep-2021 Contract Effectivity Date: 27-Sep-2021 Contract End Date: 10-Oct-2021 Created By: John Paulo Samonte Francisco Date Created: 12-Aug-2021 Approver: View Documents: 4
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#	Product/Service/Project Name	Budget									
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BAC Resolution Declaring Single Rated and Responsive Bid (SRRB) and Recommending Award for the Procurement of Consulting Services for the Conduct of Online Teaching English to Speakers of Other Language (TESOL) Certification Course (RFP No. 2021 - 07 - 0072)

Resolution No. 2021 - 103

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Quotation (RFQ) for the Procurement of Consulting Services for the Conduct of Teaching English to Speakers of Other Languages (TESOL) Certification Course, in the PhilGEPS website and DOT website continuously for at least six (6) calendar days, starting on 14 July 2021, and the deadline for the submission of proposals was set on 19 July 2021. The Approved Budget for the Contract (ABC) is Eight Hundred Thousand Philippine 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 consulting firms were invited to join by sending Request for Proposal (RFP) 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, only one (1) prospective bidder submitted its proposal within the set deadline for the submission of proposals on 19 July 2021;

WHEREAS, upon evaluation of their eligibility requirements, the lone bidder is found eligible, to wit:

Name of Bidder	Findings
CHOMSKY Language Training Center	Eligible

WHEREAS, the proposal was submitted by the eligible bidder is found complying in terms of the ABC, as follows:

Name of Bidder	Bid Price (As Calculated)
CHOMSKY Language Training Center	PhP780, 000.00

WHEREAS, upon detailed evaluation of the proposal submitted, the following ranking was gathered:

Name of Bidder	Average Score	Ranking
CHOMSKY Language Training Center	100%	SRB

Note: Passing score is 70%

CERTIFIED TRUE COPY
Procurement Mgt. Div.

Maria Alma O. Almazan

WHEREAS, upon detailed evaluation and careful examination of the proposal submitted by **CHOMSKY LANGUAGE TRAINING CENTER**, being the bidder with the *Single Rated Bid (SRB)*, its proposal has been determined to be complying and responsive with the Terms of Reference (TOR). A copy of the Abstract of Quotations, Short Listing Rating Sheet and supporting documents submitted are hereto attached, marked as **Annexes "B", "C", and, "D"** are made integral parts hereof;

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 Consulting Services for the Conduct of Teaching English to Speakers of Other Languages (TESOL) Certification Course; and
- b) To declare **CHOMSKY LANGUAGE TRAINING CENTER** as the **Single Rated and Responsive Bid (SRRB)** and to award the contract for the Procurement of Consulting Services for the Conduct of Teaching English to Speakers of Other Languages (TESOL) Certification Course, in the total amount of **SEVEN HUNDRED EIGHTY THOUSAND PESOS (Php780, 000.00)**, inclusive of all applicable taxes, to wit:
- c) To recommend for approval by the Secretary of Tourism the foregoing findings.

Resolved this 6th day of August 2021.

Recommending Approval:



OIC-USEC. REYNALDO L. CHING
BAC Chairperson




OIC - ASEC. MILAGROS Y. SAY
BAC Vice Chairperson



MR. RAYMUND GLEN A. AGUSTIN
Member



MS. ERNESTINNE S. DEMACLIID
BAC Member



ATTY. JENNIFER A. OLBA
BAC Member

By Authority of the Secretary
(Department Order No. 2020-022)

☒ **APPROVED** ☐ **DISAPPROVED:**



VERNA C. BUENSUCESO
OIC-Undersecretary, Tourism Development

21-00137

SERVICE CONTRACT

Training Service Provider

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this AUG 25 2021 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 OIC-Undersecretary for Tourism Development, **VERNA ESMERALDA C. BUENSUCESO**, 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 4F Jose Miguel Building [Hotel Caterina], Yandoc St., Baguio City, Benguet, Cordillera Administrative Region (CAR), represented by its Director, **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 *Online Teaching English to Speakers of Other Language (TESOL) Certification Course* (the "**TESOL Certification Course**") on 27 September to 10 October 2021 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;

WHEREAS, the **FIRST PARTY** is in need of the services of a training provider to undertake the TESOL Certification Course;

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. 2021-103** has declared the **SECOND PARTY** to be the bidder with the *Single Rated and Responsive Bid (SRRB)* 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 internationally-aligned and accepted Online TESOL Certification Course following a set of standard phases, stages, topics, and expected outputs;
- b. Provide essential materials and appropriate online platform for the training sessions;
- c. Assist in the review and transfer of face-to-face lesson plans to online lesson plans;
- d. Conduct of actual TESOL training for pre-screened and selected participants, mentoring sessions, post-training assessment, issuance of the certificate of completion, and report submission.

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.

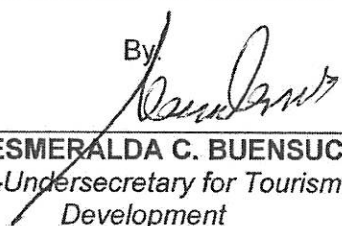
2. **EFFECTIVITY AND TERM.** This Agreement shall be effective from the date of execution up to 10 November 2021.
3. **COMPENSATION.** By way of compensation for its services, the **FIRST PARTY** shall pay the **SECOND PARTY** the total amount indicated in the Statement of Account, which shall be based 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 render the services under this Agreement within the specified schedule, the **SECOND PARTY** shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed services scheduled for delivery for every day of delay. The **FIRST PARTY** need not prove that it has incurred actual damages to be entitled to liquidate damages. Such amount shall be deducted from any money due or which may become due to the **SECOND PARTY** or collected from any securities or warranties posted by the **SECOND PARTY**, whichever is convenient to the procuring entity concerned. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the **FIRST PARTY** concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
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, 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:


VERNA ESMERALDA C. BUENSUCESO
 OIC-Undersecretary for Tourism
 Development

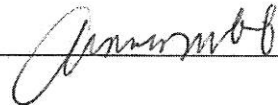
**CHOMSKY LANGUAGE TRAINING
 CENTER**

By:

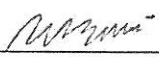

ELI TOLEDO NATIVIDAD
 Director

Signed in the presence of:





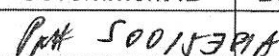
FUNDS AVAILABLE:


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

ACKNOWLEDGEMENT

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

On this 8th day of September, 2021 personally appeared before me, a Notary Public in and for the City of Makati, the following persons:

Name	Government ID	Date Issued	Place Issued
Verna Esmeralda C. Buensuceso			
Eli Toledo Natividad	DL# A05-00-052953	2019-02-06	

all known to me to be the same person who executed the foregoing Agreement and acknowledgment 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.

21-00137

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Series of 2021

NOTARY PUBLIC

ATTY. AUDELE H. ZAMORA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG
PTR NO. 8144612 - 1/15/20 - MAKATI CITY
IBP LIFETIME MEMBER 04646 / MAKATI CITY
ROLL NO. 44115 MCLE VI-0024349

L. Law