



PHILIPPINE NORMAL UNIVERSITY
The National Center for Teacher Education
BIDS AND AWARDS COMMITTEE

Taft Avenue, Manila
Tel. No. (02) 5317-1768 loc. 730 or 731
www.pnu.edu.ph / bac.secretariat@pnu.edu.ph

NOTICE TO PROCEED

July 16, 2024

Ms. CARLA JEAN L. CRUZ

MaroonStudios, Inc.

Unit 1218 12/F Corporate 145 Building, 145 Mother Ignacia
Avenue, South Triangle, Quezon City
(632) 7211-9583 / 09176310884
carla.cruz@maroonstudios.com


Dear Ms. Cruz:

The attached Contract having been approved, notice is hereby given to **MAROONSTUDIOS, INC.** that work may commence for the project: **Rebidding for the Procurement of License Online Office Suite (Cloud Computing, Productivity, & Collaboration Tools, Software and Products) of Philippine Normal University System** effective after the receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Chair, Bids and Awards Committee.

Very truly yours,
By Authority of the Board of Regents


BERT J. TUGA
University President

I acknowledge receipt of this Notice on (date of receipt) July 16, 2024

Name of the Representative of the Bidder: CARLA JEAN L. CRUZ

Authorized Signature: 



PROJECT: **Rebidding for the Procurement of License Online Office Suite (Cloud Computing, Productivity, & Collaboration Tools, Software and Products) of Philippine Normal University System**

CONTRACT NO: **GD 2024-06-068**

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made the 16 day of JUL 2024, 2023 between the **PHILIPPINE NORMAL UNIVERSITY (PNU)** of the Philippines represented herein by its President **Dr. BERT J. TUGA**, with Office address at PNU, Taft Avenue, City of Manila, hereinafter called the **"ENTITY"** of the one part and **MAROONSTUDIOS, INC.** represented by its Business Development Manager, **Ms. CARLA JEAN CRUZ**, duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at 145 Mother Ignacia Avenue, South Triangle, Quezon City, hereinafter called the **"SUPPLIER"** of the other part.

WHEREAS, starting July 2022, Google will implement major changes about the access to the different features including limitations in the storage capacity;

WHEREAS, based on the University's current figures, the institutional account exceeds the capacity of 100TB wherein it already has 162TB of storage which contains 1.9 million varied documents;

WHEREAS, in order for the University to maintain and better manage our Google Workspace, PNU needs to upgrade its account to "Education Plus" to provide additional space and at the same time, assist the Management Information System Office (MISO) in terms of managing storage in each PNU Gmail account/s, as well as giving additional features and functions that can be used for online learning; and

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., **Rebidding for the Procurement of License Online Office Suite (Cloud Computing, Productivity, & Collaboration Tools, Software and Products) of Philippine Normal University System (GD 2024-06-068)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Two Million Three Hundred Fourteen Thousand Seventy-One Pesos and 55/100 only (Php 2,314,071.55)**, hereinafter called the **"CONTRACT PRICE"**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - (a) Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any



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Taft Avenue, Manila

- (b) Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- (c) Performance Security;
- (d) Notice of Award of Contract; and the Bidder's conforme thereto; and
- (e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **Two Million Three Hundred Fourteen Thousand Seventy-One Pesos and 55/100 only (Php 2,314,071.55)** or such other sums as may be ascertained, **MaroonStudios, Inc.** agrees to **Rebidding for the Procurement of License Online Office Suite (Cloud Computing, Productivity, & Collaboration Tools, Software and Products) of Philippine Normal University System** in accordance with his/her/its Bid.

4. The **Philippine Normal University** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

WHEREAS, the **CONTRACTOR** has offered his services to **ENTITY** and the latter is willing to accept the services of the former under such terms and conditions prescribed under this contract.

WHEREAS, the following documents, hereinafter referred to as Contract Documents, shall be deemed integral parts of this Contract, as fully as if hereto attached or herein stated, and shall continue to govern and control in full force and effect, the rights and obligations of the parties as if the documents were set forth in full, except as otherwise modified by mutual agreement in writing of both parties, to wit;

Annex "A" Settlement of Disputes

Annex "B" Termination of Contracts

This Agreement becomes binding and valid upon approval by the proper authorities.

GEROME T. NARPAGALA
WITNESS

CARLA JEAN CRUZ
SUPPLIER

LORDINIO A. VERGARA
VP-IFA

BERT J. TUGA
PRESIDENT



Republic of the Philippines
PHILIPPINE NORMAL UNIVERSITY
Taft Avenue, Manila


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 and year first above written.


MAROONSTUDIOS, INC.

**REPUBLIC OF THE PHILIPPINES
PHILIPPINE NORMAL UNIVERSITY**




CARLA JEAN CRUZ
Business Development Manager


BERT J. TUGA
President


GEROME T. NEPACENA
Representative
Witness


LORDINO A. VERGARA
Vice President for
Finance and Administration
Witness

CERTIFICATION AS TO AVAILABILITY OF FUNDS


RONNIE B. PAGAL
Accountant IV 



Republic of the Philippines
PHILIPPINE NORMAL UNIVERSITY
Taft Avenue, Manila

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.
QUEZON CITY

ACKNOWLEDGEMENT

16 JUL 2024

BEFORE ME, a Notary Public this _____ day of _____ 2024 at the City of Manila, personally appeared:

Name	Gov't. ID No./CTC	Issued On/At
1. BERT J. TUGA		
2. CARLA JEAN CRUZ	P22517916	Nov. 3, 2022 / DFA Manila

Known to me and to me known to be the same persons who executed the CONTRACT together with the ANNEXES consisting of seven (7) pages including this page of acknowledgement and they acknowledged to me that the same is their free and voluntary act and deed, as well as the free act and deed of the entities they represent respectively.

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

NOTARY PUBLIC
Until 31 December 2024
PTR No. _____

Doc No. 12
Page No. 12
Book No. XLV
Series of 2024

ATTY. FELIZARD M. IBARRA
Notary Public for Quezon City Until Dec. 31, 2024
Roll No. 80835
PTR No. 5452394D, 01/02/2024, Q.C.
IBP No. 254794, December 28, 2022
MCLE Comp. No. VIII-0000973 / until April 14, 2025
ADM Matter No. NP-223 / (2023-2024)
Lot 27 Block VI, No. 1160 Quirino Highway
Brgy. Kaligayahan, Quezon City



ANNEX A: SETTLEMENT OF DISPUTES

Arbitration

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all disputes arising from the implementation of a contract covered by the Act and this IRR shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": Provided, however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in the contract that will be executed pursuant to the provisions of the Act and this IRR: Provided, further, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

Appeals

The arbitral award and any decision rendered in accordance with the foregoing Section shall be appealable by way of a petition for review to the Court of Appeals. The petition shall raise pure questions of law and shall be governed by the Rules of Court.


GEROLDE T. NEPACENA
WITNESS


CARLA JEAN CRUZ
SUPPLIER


LORDINO A. VERGARA
VP-FA


BERT J. TUGA
PRESIDENT



ANNEX B: TERMINATION OF CONTRACTS

GROUND S FOR TERMINATION OF CONTRACTS

A. Termination for Default

The Procuring Entity shall terminate a contract for default when any of the following conditions attend its implementation:

- a) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870;
- b) Due to the Contractor's fault and after the contract time has expired, it has incurred a negative slippage of ten percent (10%) or more in the completion of the work; or
- c) The Contractor:
 - i. abandons the contract works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
 - ii. does not actually have on the project site the minimum essential equipment listed on the Bid necessary to prosecute the Works in accordance with the approved work plan and equipment deployment schedule as required for the project;
 - iii. does not execute the Works in accordance with the contract or persistently or flagrantly neglects to carry out its obligations under the contract;
 - iv. neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable; or
 - v. sub-lets any part of the contract works without approval by the Procuring Entity.

B. Termination for Convenience

The Procuring Entity may terminate the Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

C. Termination for Insolvency

The Procuring Entity shall terminate the contract if the Supplier/Contractor/Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier/Contractor/Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier/Contractor/Consultant.

GEROME T. NEPACENA
WITNESS

CARLA JEAN CRUZ
SUPPLIER

LORDMIO A. VERGARA
VP-FA

BERT J. TUGA
PRESIDENT



D. Termination for Unlawful Acts

The Procuring Entity may terminate the contract in case it is determined prima facie that the Supplier/Contractor/Consultant has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a) Corrupt, fraudulent, collusive and coercive practices;
- b) Drawing up or using forged documents;
- c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d) Any other act analogous to the foregoing.

E. Termination by Contractor/Consultant

The Contractor may terminate its contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:

- a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of the contract; or
- b) The prosecution of the work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.


GEROME T. NEPACENA
WITNESS


CARLA JEAN CRUZ
SUPPLIER


LORDINIO A. VERGARA
VP-FA


BERT J. TUGA
PRESIDENT



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NOTICE OF AWARD

July 5, 2024

Ms. CARLA JEAN L. CRUZ

MaroonStudios, Inc.

Unit 1218 12/F Corporate 145 Building, 145 Mother Ignacia

Avenue, South Triangle, Quezon City

(632) 7211-9583 / 09176310884

carla.cruz@maroonstudios.com

Dear Ms. Cruz:

We are pleased to inform you that based on the findings of the Bids and Awards Committee, the contract for **Rebidding for the Procurement of License Online Office Suite (Cloud Computing, Productivity, & Collaboration Tools, Software and Products) of Philippine Normal University System** is hereby awarded to **MAROONSTUDIOS, INC.** pursuant of BAC Resolution No. **GD 2024-06-068** dated **July 5, 2024**.

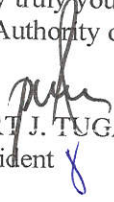
Thus, notice is hereby given that the contract for the procurement of the project will be awarded to **MAROONSTUDIOS, INC.** in the total amount of **Two Million Three Hundred Fourteen Thousand Seventy-One Pesos and 55/100 only (Php 2,314,071.55)**, subject to submission within ten (10) calendar days from receipt hereof a Performance Security, valid until the issuance of the Certificate of Acceptance, in any of the following forms:

- Cash or cashier's/manager's check issued by a universal or commercial bank or bank draft/guarantee or irrevocable letter of credit issued by a universal or commercial bank; provided, however, that it shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank equivalent to ten percent (5%) of the total contract price (**₱ 115,703.58.00**); or
- Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security equivalent to thirty percent (30%) of the total contract price (**₱ 694,221.47**); or
- Performance Securing Declaration (PSD)** as provided under the Revised Implementing Rules and Regulations of Republic Act No. 9184.

Failure to provide the performance security shall constitute ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

By Authority of the Board of Regents:


BERT J. TUGA
President

Conforme:

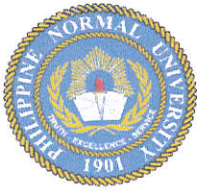

CARLA JEAN L. CRUZ

Name of Authorized Representative

July 12, 2024

Date

(All documents without PNU QS Stamp or Control Identifier are uncontrolled)



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**BAC Resolution Declaring the Lowest Calculated Bid and
Recommending Approval**

**Rebidding for the Procurement of License Online Office Suite
(Cloud Computing, Productivity, & Collaboration Tools, Software and Products)
of Philippine Normal University System**

Resolution No. GD 2024-06-068-C

WHEREAS, the Philippine Normal University, in compliance with RA 9184, posted/advertised the Invitation to Bid for the **Rebidding for the Procurement of License Online Office Suite (Cloud Computing, Productivity, & Collaboration Tools, Software and Products) of Philippine Normal University System** on June 11 – July 1, 2024 in PhilGEPS, PNU BAC Bulletin Board and PNU Website with an approved budget of **Two Million Five Hundred Thousand Pesos and 00/100 only (Php 2,500,000.00)** for the contract;

WHEREAS, a **Pre-Bid Conference** was conducted last **18 June 2024 (Tuesday)** via Zoom App, wherein six (6) interested suppliers attended the Conference namely;

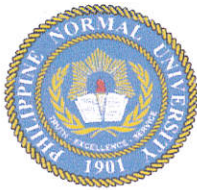
1. Itraverse Solutions, Inc. represented by JC Amistad and Mae Mangabat with email address of jamistad@itraverse.asia and mmangabat@itraverse.asia;
2. Commsource Systems & Integrated Solutions, Inc. represented by Vangie De-erit, Angelica Alvarez, and Jamille Araojo with email address of vdeerit@commsource.com.ph, aalvarez@commsource.com.ph, and jaraojo@commsource.com.ph;
3. Globe Business represented by Kamille Tuazon and Shaine Orozco with email address of ktbuban@globe.com.ph and saorozco@globe.com.ph;
4. Hypernet - Internet & Business Solutions, Inc. represented by Nicole Bacayo;
5. MaroonStudios, Inc. represented by Carla Jean Cruz, Roann Escasinas and Jen Mondero with email address of carla.cruz@maroonstudios.com, roann.escasinas@maroonstudios.com, and jennilyn.mondero@maroonstudios.com;
6. VST ECS Phils., Inc. represented by Joshua Honrejas

WHEREAS, the Technology-Related Bids and Awards Committee (BAC) has scheduled and conducted the **Opening of Bids** on **01 July 2024 (Monday)** at 10:00 AM held at Rm. 103, Pedro T. Orata Hall;

WHEREAS, during the scheduled Opening of Bids, only two (2) suppliers bought the Official Bid Documents, and submitted Bid, namely **Innové Communications, Inc. and MaroonStudios, Inc.**

WHEREAS, the summary of the Opening of Bids are as follows:

LOT	Bidder/s	Bid Amount	Remarks
1 Lot – Rebidding for the Procurement of License Online Office Suite (Cloud Computing, Productivity, & Collaboration Tools, Software and Products) of Philippine Normal University System (ABC: Php 2,500,000.00)	Innové Communications, Inc.	2,417,299.58	Eligible
	MaroonStudios, Inc.	2,314,071.55	Eligible



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WHEREAS, during the detailed Technical Evaluation conducted by the Technical Representative, **Innovate Communications, Inc. and MaroonStudios, Inc.** complied and satisfied all the requirements specified in Section VII. Technical Specifications of the bidding documents;

WHEREAS, upon arithmetical computation, **Innovate Communications, Inc.** Financial Bid amounting to **Two Million Four Hundred Seventeen Thousand Two Hundred Ninety-Nine Pesos and 58/100 only (Php 2,417,299.58)** with an equivalent of 3.31% (**₱ 82,700.42**) variance from the ABC was then Ranked No. 2;

WHEREAS, upon arithmetical computation, **MaroonStudios, Inc.** Financial Bid amounting to **Two Million Three Hundred Fourteen Thousand Seventy-One Pesos and 55/100 only (Php 2,314,071.55)** with an equivalent of 7.44% (**₱ 185,928.45**) variance from the ABC was then Ranked No. 1;

WHEREAS, on **04 July 2024 (Thursday)**, the BAC, Technical Working Group (TWG), and BAC Secretariat conducted the Post Qualification assessment on the submitted bids by **MaroonStudios, Inc.**, and was found to have complied with all the requirements and conditions specified in the bidding documents and have passed the post qualification after having verified, validated and ascertained its bid documents;

WHEREAS, upon careful examination, verification and validation of the eligibility, technical and financial requirements submitted by **MaroonStudios, Inc.**, its bid of **Two Million Three Hundred Fourteen Thousand Seventy-One Pesos and 55/100 only (Php 2,314,071.55)** was found to be responsive; and

NOW, THEREFORE, WE, the Members of the Technology-Related Bids and Awards Committee do hereby **RESOLVE** as it is hereby **RESOLVED**:

- a. That **MAROONSTUDIOS, INC.** be declared as the Lowest Calculated Responsive Bid, in consideration of its total amount of Bid equal to **Two Million Three Hundred Fourteen Thousand Seventy-One Pesos and 55/100 only (Php 2,314,071.55)**;
- b. That we, the members of the Bids & Awards Committee (BAC), as per University Memorandum No. 125, Series of 2023 dated 22 June 2023, recommends to the Head of the Procuring Entity (HoPE) to award the Contract as detailed in this BAC Resolution; and
- c. That, a **Notice of Award (NOA)** be issued to **MAROONSTUDIOS, INC.**, upon adoption and approval of this BAC Resolution.
- d. To recommend the foregoing for the approval of the Board of Regents of the Philippine Normal University.

RESOLVED, via Online Referendum held on **July 5, 2024**.



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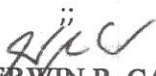
BIDS AND AWARDS COMMITTEE


Resolution No. GD 2024-06-068-C


TERESITA T. RUNGDUIN
Chair


JENNY C. MALITAO
Member


JOHN P. NATIVIDAD
Vice-Chair


ERWIN R. CALLO
Member / End-User


JOEMAR D. SAJONA
Member


ROXANE C. ORMITA
Technical Representative


MARIVILLA LYDIA B. AGGARAO
Member

APPROVED

BERT J. TUGA
President