



## PHILIPPINE NORMAL UNIVERSITY

The National Center for Teacher Education

### BIDS AND AWARDS COMMITTEE

Taft Avenue, Manila

Tel. No. 317-1768 loc. 738

### NOTICE TO PROCEED

Date: December 27, 2024

Mr. HAROLD MASILANG  
PINNACLE TECHNOLOGIES INC.  
#58 8<sup>th</sup> Avenue West, Grace Park, Caloocan City  
8961-9999/0917-3009361  
[hmasilang@pinnacleasia.com](mailto:hmasilang@pinnacleasia.com)

Dear Mr. Masilang,

The attached Contract having been approved, notice is hereby given to PINNACLE TECHNOLOGIES INC. that work may commence for the project: Supply, Delivery, Installation and Configuration of the Continued Licensing of the Existing Hyper Converge Infrastructure (HCI) Server (EPA) 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) 11/19/2024

Name of the Representative of the Bidder: HAROLD MASILANG

Authorized Signature: 



Republic of the Philippines  
PHILIPPINE NORMAL UNIVERSITY  
Taft Avenue, Manila

**PROJECT:** Early Procurement Activity of Supply, Delivery, Installation and Configuration of the Continued Licensing of the Existing Hyper Converge Infrastructure (HCI) Server

**CONTRACT NO:** GD 2024-11-132

WITNESS

**CONTRACT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

**JAN 10 2025**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 **PINNACLE TECHNOLOGIES, INC.** represented by **Mr. HAROLD MASILANG**, duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at #58 8<sup>th</sup> Avenue West, Grace Park, Caloocan City, hereinafter called the "**SUPPLIER**" of the other part.

**WHEREAS**, to deliver the services required from them, and to meet their goals, the offices should be equipped with servers that will be used in the development of non-print/online services and digitization;

**WHEREAS**, hyper-converged infrastructure is a software-defined IT infrastructure that virtualizes all of the elements of conventional "hardware-defined" systems that includes, at a minimum, virtualized computing, software-defined storage and virtualized networking which typically runs on commercial off-the-shelf servers;

**WHEREAS**, the Entity invited Bids for certain goods and ancillary services, *viz.*, **Early Procurement Activity of Supply, Delivery, Installation and Configuration of the Continued Licensing of the Existing Hyper Converge Infrastructure (HCI) Server (GD 2024-11-132)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Nine Hundred Eighty Thousand Pesos and 00/100 only (₱ 1,980,000.00)**, 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
  - (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

Harold Masilang  
Supplier

ORDINIO A. VERGARA  
VP-FA

BERT J. TUGA  
PRESIDENT



Republic of the Philippines  
PHILIPPINE NORMAL UNIVERSITY  
Taft Avenue, Manila

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 **One Million Nine Hundred Eighty Thousand Pesos and 00/100 only (₱ 1,980,000.00)** or such other sums as may be ascertained, **Pinnacle Technologies, Inc.** agrees to **Early Procurement Activity of Supply, Delivery, Installation and Configuration of the Continued Licensing of the Existing Hyper Converge Infrastructure (HCI) Server** 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.



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.

PINNACLE TECHNOLOGIES, INC.

REPUBLIC OF THE PHILIPPINES  
PHILIPPINE NORMAL UNIVERSITY

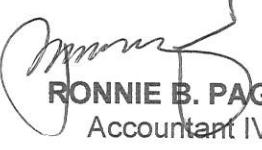
  
**HAROLD MASILANG**  
Account Manager

  
**BERT J. TUGA**  
President

  
Representative  
Witness

  
**LORDINIO A. VERGARA**  
Vice President for  
Finance and Administration  
Witness

CERTIFICATION AS TO AVAILABILITY OF FUNDS

  
**RONNIE B. PAGAL**  
Accountant IV  
*g (10)*



Republic of the Philippines  
PHILIPPINE NORMAL UNIVERSITY  
Taft Avenue, Manila

REPUBLIC OF THE PHILIPPINES)

CITY OF MANILA ) S.S.  
CALOOCAN CITY

ACKNOWLEDGEMENT

JAN 10 2025 CALOOCAN CITY

BEFORE ME, a Notary Public this \_\_\_\_\_ day of \_\_\_\_\_ 2025 at the City of Manila, personally appeared:

Name  
1. BERT J. TUGA  
2. HAROLD MASILANG

Gov't. ID No./CTC  
P04126580  
Issued On/At  
Feb. 18, 2019 / Manila  
UM1041011-69879472

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 2025  
PTR No. \_\_\_\_\_

Doc No. 469  
Page No. 95  
Book No. 108  
Series of 2025

  
ATTY. ARSENIO P. ALILAM  
NOTARY PUBLIC in CALOOCAN CITY  
NC # 478 Until December 31, 2025  
PTR # CAL 2443512 / CAL CITY / 1-2-2025  
IBP # 511540 / 12-26-2024 / PASIG CITY  
MCLE # VII-0015492 / 4-2-22 UNTIL 4-14-25  
ROLL # 36281  
Unit O, 2nd FLR. MLA BULLETIN BLDG  
10th Ave., Caloocan City / Tel. 8435-3341



## 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.

si  
WITNESS

HAROLD MASILANG  
SUPPLIER

LORDINIO A. VERGARA  
VP-FA

BERT J. TUGA  
PRESIDENT



*Si*  
WITNESS

*HAROLD MASILANG*  
SUPPLIER

*LORD NICA VERGARA*  
VP-FA

*BERT J. TUGA*  
PRESIDENT

## ANNEX B: TERMINATION OF CONTRACTS

### GROUNDS 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.



**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.

*[Signature]*  
WITNESS

*[Signature]*  
HAROLD MASILANG  
SUPPLIER

*[Signature]*  
LORD JINIO A. VARGARA  
VP-FA

*[Signature]*  
BERT J. TUGA  
PRESIDENT



**PHILIPPINE NORMAL UNIVERSITY**  
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[www.pnu.edu.ph](http://www.pnu.edu.ph) / [bac.secretariat@pnu.edu.ph](mailto:bac.secretariat@pnu.edu.ph)

## NOTICE OF AWARD

December 18, 2024

**Mr. HAROLD MASILANG**  
**PINNACLE TECHNOLOGIES INC.**  
#58 8<sup>th</sup> Avenue West, Grace Park, Caloocan City  
8961-9999/0917-3009361  
[hmasilang@pinnacleasia.com](mailto:hmasilang@pinnacleasia.com)

Dear Mr. Masilang,

We are pleased to inform you that based on the findings of the Bids and Awards Committee, the contract for **Supply, Delivery, Installation and Configuration of the Continued Licensing of the Existing Hyper Converge Infrastructure (HCI) Server (EPA)** is hereby awarded to **PINNACLE TECHNOLOGIES INC.** pursuant of BAC Resolution No. **GD 2024-11-132-C** dated **December 18, 2024**.

Thus, notice is hereby given that the contract for the procurement of the project will be awarded to **PINNACLE TECHNOLOGIES, INC.** in the total amount of **One Million Nine Hundred Eighty Thousand Pesos and 00/100 only (₱ 1,980,000.00)**, 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:

- a. 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 five percent (5%) of the total contract price (₱ 99,000.00); or
- b. 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 (₱ 594,000.00); or

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:

  
HAROLD J. MASILANG  
Name of Authorized Representative

12 - 20 - 24  
Date



**PHILIPPINE NORMAL UNIVERSITY**  
The National Center for Teacher Education  
**BIDS AND AWARDS COMMITTEE**  
Taft Avenue, Manila  
Tel. No. (02) 5317-1768 loc. 731  
[www.pnu.edu.ph](http://www.pnu.edu.ph) / [bac.secretariat@pnu.edu.ph](mailto:bac.secretariat@pnu.edu.ph)

**BAC Resolution Declaring the Single Calculated and Responsive Bidder and  
Recommending Approval**

**Resolution No. GD-2024-11-132-C**

**WHEREAS**, the Philippine Normal University, in compliance with RA 9184, posted/advertised the Invitation to Bid for the **Early Procurement Activity of Supply, Delivery, Installation and Configuration of the Continued Licensing of the Existing Hyper Converge Infrastructure (HCI) Server** on November 20 – December 10, 2024 in PhilGEPS, PNU BAC Bulletin Board and PNU Website with an approved budget of **Two Million Pesos and 00/100 only (Php 2,000,000.00)** for the contract;

**WHEREAS**, a **Pre-Bid Conference** was conducted last **27 November 2024 (Wednesday)**, online, Via Zoom, wherein only **Pinnacle Technologies, Inc.**, represented by Mr. Harold Masilang;

**WHEREAS**, the Technology-Related Bids and Awards Committee (TRBAC) has scheduled and conducted the **Opening of Bids** on **10 December 2024 (Tuesday)** at 9:00 AM held at Rm. 103, Pedro T. Orata Hall;

**WHEREAS**, during the scheduled Opening of Bids, only one (1) supplier bought the Official Bid Documents, and submitted Bid, namely **Pinnacle Technologies, Inc.**;

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

LOT	Bidder/s	Bid Amount	Remarks
1 Lot – Supply, Delivery, Installation and Configuration of the Continued Licensing of the Existing Hyper Converge Infrastructure (HCI) Server (ABC: Php 2,000,000.00)	Pinnacle Technologies, Inc.	₱1,980,000.00	Eligible

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

**WHEREAS**, upon arithmetical computation, **Pinnacle Technologies, Inc.** Financial Bid amounting to **One Million Nine Hundred Eighty Thousand Pesos and 00/100 only (₱ 1,980,000.00)** with an equivalent of 1.000% (₱ 20,000.00) variance from the ABC was then declared as the Single Calculated Bid, subject to further evaluation to ascertain, verify, and validate the submitted bid;

**WHEREAS**, on **16 December 2024 (Monday)**, the BAC, Technical Working Group (TWG), and BAC Secretariat conducted the Post Qualification assessment on the submitted bids by **Pinnacle Technologies 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 **Pinnacle Technologies Inc.**, its bid of **One Million Nine Hundred Eighty Thousand Pesos and 00/100 only (₱ 1,980,000.00)** was found to be responsive; and

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

- a. That **PINNACLE TECHNOLOGIES INC.** be declared as the Single Calculated Responsive Bid, in consideration of its total amount of Bid equal to **One Million Nine Hundred Eighty Thousand Pesos and 00/100 only (₱ 1,980,000.00)**;



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- 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 **PINNACLE TECHNOLOGIES INC.**, upon adoption and approval of this BAC Resolution.
- d. To recommend the foregoing for the approval of the President of the Philippine Normal University

**RESOLVED**, during the Regular Meeting held on **December 18, 2024**, virtually via referendum online.

**BIDS AND AWARDS COMMITTEE**

Resolution No. GD-2024-11-132-C

*Teresita T. Rungduin*  
TERESITA T. RUNGUIN  
Chair

*John P. Natividad*  
JOHN P. NATIVIDAD  
Vice-Chair

*Jenny C. Malitao*  
JENNY C. MALITAO  
Member

*MARIVILLA LYDIA B. AGGARAO*  
MARIVILLA LYDIA B. AGGARAO  
Member

*Mark Anthony Q. Amul*  
MARK ANTHONY Q. AMUL  
Member

*JOEMAR D. SAJONA*  
JOEMAR D. SAJONA  
Member

*Erwin R. Callo*  
ERWIN R. CALLO  
Member/End-User

*Roxane C. Ormita*  
ROXANE C. ORMITA  
Technical Representative

APPROVED  
*Bert J. Tuga*  
BERT J. TUGA  
President