



August 28, 2025

TERMS OF REFERENCE (TOR)

PROJECT NO.: TEI-ePROC-2025-012

PROJECT NAME: SUPPLY OF THREE (3) UNITS 72.5kV DEAD-TANK GAS CIRCUIT BREAKER

A. General Terms and Conditions

1. **Specifications of the Products:** The Supplier/ Vendor agrees to deliver to **Tarlac Electric Inc. (TEI)** the products specified in the purchase order/ contract or technical and financial proposals or other pertinent Bid Documents, as may be specified by **TEI**, in accordance with the specifications and the delivery schedule and terms indicated therein.
2. **Price:** **TEI** shall pay to the Supplier/ Vendor, the price specified in the purchase order/ contract, subject to the Supplier's/ Vendor's compliance with the terms of the purchase order/ contract and provisions of 'Procurement Guidelines for the Regulated Transmission and Distribution Assets and Services of Regulated Entities' issued by the ERC (along with amendments thereof).
3. **Delivery:** Time is of the essence. Non-delivery of the awarded items shall be a ground for the cancellation of the order and imposition of penalty as may be defined under the Bid Documents.

B. Bid Preparation

1. Bids submitted by Bidders shall meet the following listed conditions:
 - a. All Bid Documents, forms, and submissions required as per the Bid Documents are provided along with the Bid;
 - b. The technical proposal of the Bid does not include any details of the financial proposal of the Bid;

- c. Bid submitted shall, at all times, be in original form;
- d. Bid is accompanied by acceptable bid security, in accordance to the Bid Documents; and
- e. The bid submitted is not conditional.

Any Bid not meeting the conditions listed above shall be declared non-responsive and shall be disqualified. The financial proposal of such Bidders shall not be opened and returned.

- 2. The financial proposal shall clearly provide all details, including the quoted price as a separate amount, taxes/ duties/ fees/ levies, and other charges applicable.
- 3. Bidders shall submit their Bids signed/ endorsed duly by their authorized representative using appropriate forms specified under Bid Documents, on or before the Bid submission deadline.
- 4. To establish the conformity of the Assets to the Bid Document, the Bidder shall furnish as part of its Bid, the documentary evidence (specifications, designs, drawings, and conformance to standards) and, where asked for, supply samples, demonstrate trials, or carry out tests as specified under Bid Document.

C. Bid Evaluation

- 1. Bids received prior to Bid submission deadline shall only be considered for Bid evaluation. Bids received after the deadline for Bid submission shall not be accepted by **TEI**.
- 2. A Bidder may modify its Bid after it has been submitted, provided the modification is received by **TEI** prior to the deadline for Bid submission. No Bid may be modified post-deadline of the Bid submission.
- 3. To promote transparency and fairness in the process, **TEI** may consider the appointment or designation of third-party observers in the bidding process. The appointment of such third-party observers shall not result in any increase in procurement cost.

4. The technical proposals shall be opened on the date and time specified in the bid documents of **TEI** at the TEI Office in the presence of the Bidders or their representatives who wish to be present.
5. The financial proposals shall be opened on the date and time specified in the bid documents of **TEI** at the TEI Office in the presence of the Bidders or their representatives who wish to be present.
6. Bidders are prohibited from making or accepting any kind of communication with members of the Bids and Awards Committee (BAC) of TEI, regarding evaluation of their Bids, unless otherwise allowed in accordance with the Bid documents.

D. Bid Security

1. The Bidder shall submit as part of its Qualification Documents, a Bid Security in the form of Manager's/ Cashier's check or standby letter of credit (SBLC) from a reputable bank payable to TARLAC ELECTRIC INC.
2. The Bid Security must be valid for one hundred twenty (120) days from the bid submission due date.
3. The Bid Security shall be delivered to TEI before the deadline of the submission of bids addressed to the BAC Secretariat at TEI's San Rafael Office, located at Sitio Allied, Brgy. San Rafael, Tarlac City.
4. The BAC-Secretariat shall record the date and time when each Bidder delivers Bid Security.
5. Any Bid not accompanied by a Bid Security shall be rejected by the BAC for being non-responsive.
6. The BAC-Secretariat shall return the first main envelope, the second main envelope, and the Bid Security of all non-responsive Bidders within fifteen (15) calendar days after evaluation of bids.

7. The Bid Security shall be forfeited if the bidder withdraws its bid during the bid validity period, fails to sign the contract, or fails to furnish **TEI** with the required Performance Security.
8. The bid securities shall be returned after the winning bidder has signed the contract and furnished the required performance security.

E. Performance Security or Guarantee

1. To guarantee the faithful performance by the winning bidder of its obligations under the contract under the Bid Documents, it shall post a performance security of at least twenty percent (20%) of the Procurement value, in an acceptable form of either a bank guarantee or a demand draft, before the signing of the contract.
2. The performance security shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
3. The performance security shall remain valid until **TEI** issues a Certificate of Final Acceptance, and there are no pending claims against the winning bidder.

F. Conditions Precedent/ Contract Award

1. Failure to meet any of the conditions precedent listed under the Bid Document, within the specified period, or finding against the veracity thereof, shall disqualify the Bidder for award.
2. **TEI** shall enter into a contract with the selected Bidder once all documentary requirements are complied with.

G. Termination

1. **TEI** or **Supplier/ Vendor** may initiate termination proceedings in accordance with the terms and conditions defined under the purchase order/ contract/ Bid documents.
2. A written notice of termination must be served to the other party at least thirty (30) days before the intended termination. The

notice shall specify the nature of default/ failure, remedy required (if any), and time period allowed for remedy of default/ failure in accordance with the terms and conditions of the purchase order/ contract/ bid documents.

H. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

1. The Bidders/ Suppliers/ Vendors shall observe the highest standard of ethics during the Procurement and execution of the contract.
2. The Bidders/ Suppliers/ Vendors shall refrain from engaging in corrupt, fraudulent, collusive, coercive, and obstructive practices, defined as follows:
 - a. 'corrupt practice' means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the Procurement process on in contract execution;
 - b. 'fraudulent practice' means a misrepresentation of facts in order to influence a Procurement process or the execution of a contract to the detriment **TEI**, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial, non- competitive levels and to deprive **TEI** of the benefits of free and open competition;
 - c. 'collusive practices' means a scheme or arrangement between two or more Bidders, with or without the knowledge of **TEI**, designed to establish Bid prices at artificial, non-competitive levels;
 - d. 'coercive practices' means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or

- affect the execution of a contract;
- e. 'obstructive practice' is:
 - i. deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigations into allegations of a corrupt, fraudulent, coercive or collusive practice; and/ or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - ii. acts intended to materially impede the exercise of the inspection rights of **TEI**.

TEI reserves its right to pursue the imposition of maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned above.

- 3. Engagement in any of the corrupt, fraudulent, collusive, coercive and/ or obstructive practices, or blacklisting or debarment by governments, international organizations, domestic and international financial institutions, and procuring entities, shall form valid grounds for termination of purchase order/ contract and/ or application of penalties defined under Bid Documents or under applicable laws.

I. Code of Integrity

- 1. Any Bidder participating in the Procurement process shall:
 - (a) Not offer any bribe, reward or gift, or any material benefit, either directly or indirectly in exchange for an unfair advantage in the Procurement process or to otherwise influence the Procurement process;

- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the Procurement process;
- (d) Not misuse any information shared between **TEI** and the Bidders with an intent to gain unfair advantage in the Procurement process;
- (e) Not indulge in any coercion, including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the Procurement process;
- (f) Not obstruct any investigation or audit of a Procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any entity in Philippines or any other country, other national agencies, foreign governments, international organizations, local and international and financial institutions, and other procuring entities during the last three (3) years, or any debarment by any other procuring entity.

J. Responsibility of the Bidders

The Bidder must carefully examine the Bid Package, including the Procedures and Terms of Reference, and any Bid Bulletins that may be issued, and fully inform them of all conditions and matters that could affect their Bid in any way.

K. TEI Rights

a. TEI reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract in the following situations:

Reference: Section 41 of the IRR-A (Reservation Clause) of R.A. 9184

1. If there is prima facie evidence of collusion between

appropriate public officers or employees of the procuring entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

2. If the BAC is found to have failed in following the prescribed bidding procedures; or
3. For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the company as follows:
 - (i) if the physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible as determined by the head of the procuring entity;
 - (ii) if the project is no longer necessary as determined by the head of the procuring entity; and
 - (iii) if the source of funds for the project has been withheld or reduced through no fault of the procuring entity.
- b. To amend, revise, modify, or clarify the bid documents through the issuance of a Bid Bulletin at any time not later than one (1) week before the deadline of bid submission.

L. Bid Documents

The Bidder shall prepare two (2) Main Envelopes properly labeled, signed, and sealed with the following details:

1st Main Envelope

- ✓ Bidder's Company Name
- ✓ Project Name
- ✓ "Technical Requirements"

2nd Main Envelope

- ✓ Bidder's Company Name
- ✓ Project Name
- ✓ "Financial Offer"

1ST MAIN ENVELOPE:

The first (1st) main envelope for submission shall be in a softbound with labels and index numbers. The document must have a title page that matches the label of its envelope, and on the second page, a checklist of the requirements along with its index number.

1. Technical Requirements:

- a. Certification – as Manufacturer, Exclusive Distributor, Authorized Distributor, Partner, or Trader
- b. Specification Sheets/ Technical Data Sheets of the proposed CIRCUIT BREAKER
- c. Factory Type Test Report
- d. Certification from at least three (3) Customers from Private (DUs), Electric Cooperatives (ECs), or Industrial Customers in the Philippines supplied with 72.5kV and above Circuit Breaker
- e. Certification for a local after-sales service or technical support based in the Philippines
- f. Certification for spare parts availability for at least ten (10) years
- g. Latest ISO 9001 Certification

2ND MAIN ENVELOPE

2. Financial Offer:

- a. Supplier Offer should be VAT inclusive, with the VAT shown separately. The Supplier Offer should be printed on the Bidder's company letterhead and include the date and signature:
 - 1st line for Philippine Peso Currency and/or
 - 2nd line for US Dollar Currency
- b. Warranty: minimum of 1 year
- c. Incoterm: Delivery Duties Paid or Door to Door (TEI, San Vicente Warehouse)
- d. Delivery: Eight (8) months after PO issuance
- e. Offer validity: 120 days
- f. Payment Term: Supplier to propose

M. SCOPE OF WORK

PROJECT NAME: **SUPPLY OF THREE (3) UNITS 72.5kV DEAD-TANK GAS CIRCUIT BREAKER**

a. Requirement

▪ Technical Specifications

- Rated Max Volts	72.5kV
- Rated Cont. Current	3,150 A
- Rated Interrupting Time	3.0 cycles
- Frequency	60 Hz
- Rated Voltage Range Factor	1.0 (K)
- Rated Short Circuit Current	40,000 A
- Power Frequency Withstand Volts (1 min.)	140Kv
- Operating Mechanism	stored energy spring mechanism
- Insulating Medium	SF6 Gas
- Design Features	Self-compression arc-quenching system, aluminum housing suitable for outdoor installations

▪ Rated Capacitance Current Switching:

Overvoltage Factor-----	2.0
Line Charging-----	100 A
Isolated Bank Switch-----	630A
Back-to-Back Switch-----	630A
Inrush Peak-----	25kA
Inrush Frequency-----	3,360Hz

▪ Interoperability Capability

- The circuit breaker shall be capable of interoperability with control and protection panels of different manufacturers through IEC 61850 and standard hardwired interfaces.

▪ Description of Work:

- Provide a formal offer for the supply of the item for approval
- If awarded, provide shop drawings and specifications for approval
- The vendor shall provide updates on the progress and any concerns that might affect the result of what was agreed in the approved submitted offer

- The Winning Bidder shall conduct the filling of SF6 Gas and necessary electrical, moisture, and purity testing
- **Key Activities**
 - On-time submission of formal offer with approved specifications
 - On-time submission of shop drawings and specifications for approval
 - Timely updates on the progress of work and the actual date of delivery
- In compliance with IEC Standards for High Voltage Circuit Breakers
 - IEC 62271-100 (High-voltage switchgear-Part 100: AC Circuit Breakers)
 - IEC 62271-1 (Common specifications for high-voltage switchgear)
 - IEC 62271-4 (Handling of SF6 gas and its mixtures)
 - IEC 60060-1 (High-voltage dielectric testing)
 - IEC 60270 (High-voltage test techniques- PD measurements)
 - IEC 60909 (Short-circuit/ load currents in three-phase AC systems)
 - IEC 62271-306 (Uses of gases in switchgear)
 - IEC 60529 (Degree of protection, IP Code)
 - IEC 61850 (Communication networks and systems for automation)
 - IEC 60044-1/6 (Instrument transformers integrated with the breaker)
 - IEC 62271-207 (seismic testing of HV switchgear)
 - ISO 12944 (galvanization standards for tropical environments)
- **Deliverables:**
 - Submission of both softcopy and hardcopy of all related factory-type test results of the gas circuit breaker and its accessories
 - Submission of both hardcopy and softcopy of the circuit breaker's Installation, Operation, and Maintenance (IOM) manual

- b. Minimum quantity to be procured
 - 3 sets
- c. Budget or Estimated Cost
 - n/a
- d. Bid Document Price
 - n/a
- e. Bid security requirement
 - Php 200,000.00 or USD 3,500.00
- f. Eligibility and ineligibility conditions
 - Accreditation Requirements, Secretary Certificate or Board Resolution or certification signed by the Company's President/ Owner for the Authorized Signatory and Representative, Technical Requirements, Expression of Interest (EOI), Non-Disclosure Undertaking (NDU), Data Privacy Consent Form (DPCF), and Declaration Form (DF)
- g. Bid evaluation and selection criteria for the selection of the successful Bidder
 - Highest Rated Responsive Bid
- h. Quality checks/ user acceptance testing processes
 - Physical and QA Test Report
- i. Target Delivery schedule: 8 months after PO issuance (maximum)
- j. Payment milestones: Supplier to propose
- k. Penalties applicable
 - 1/10 of 1% for every day of delay, not exceeding 10% of the total project cost
- l. Bid forms
 - See Annex I: Financial Offer
- m. Terms & conditions for fulfilment of Contract
 - Complete delivery without Quality Issues
 - Complete delivery documents (DR, Invoice, Packing List, and Warranty Certificate)
 - Factory Test Reports
 - Installation, Operation, and Maintenance (IOM) manual

- Compliance with this TOR

Note: The Proposal must be based on this TOR

N. SCHEDULE

PARTICULARS	DATE
1. Publication	September 1, 2025 – September 15, 2025
2. EOI Submission deadline	September 15, 2025, 5:00 pm
3. Pre-bid Conference	<i>September 18, 1:30 pm via MS Teams</i>
4. Bidder Clarification	Until September 25, 2025, 5:00 pm
5. Bid Submission due date	<i>October 9, 2025, 5:00 pm</i> , softcopy via TEI e-Procurement and hardcopy at TEI, San Rafael, Tarlac City
6. Bid Opening	October 11, 2025
7. Evaluation and Clarification	October 13, 2025 – October 27, 2025
8. Series of Negotiations	October 28, 2025 – November 4, 2025
9. Final Bid Assessment, Reco, and Approval	November 5, 2025, onwards
10. Announcement of the Winning Bidder	November 12, 2025, onwards

O. Clarification and amendment of Bidding Documents

The Prospective Bidders may request TEI for further information or clarification of the Bidding Documents via email. TEI will respond in kind to any request for information or clarification not later than one (1) week before the bid submission due date. TEI's response will be sent via email and/ or e-Procurement to all qualified Bidders via Bid Bulletin.

All communications must be addressed to the BAC-Secretariat whose contact details are more particularly described as follows:

JINALYN D. QUIAZON
BAC-Secretariat (Head)
M: +63 919 071 7331 | DL: +63 45 606 8347
E: proc_bac-secretariat@teiph.com

ANDREA KYLA O. ALPE
BAC-Secretariat (Member)
M: +63 998 843 8953
E: proc_bac-secretariat@teiph.com

Annex I: Offer Format

[Letterhead of Bidder]

FINANCIAL OFFER

Date:

TARLAC ELECTRIC INC.
Mabini St., Tarlac City

Attention: Ms. Maria Elisa Abaya
BAC-Chairman

Project No.:
Project Name:

Dear Madam,

XXXXXX

No.	Qty.	Description	Unit Price (Vat Ex)	Vat (12%)	Price (Vat Inc.)
1	3 units	72.5KV DEAD-TANK GAS CIRCUIT BREAKER - include the complete list of accessories			Php
					USD
2	1 lot	Optional: Installation and Testing			Php
					USD

Note: This offer is fully compliant with TEI's TOR for the above project number

Terms and Conditions

Offer Validity: 120 days
 Payment Terms:
 Warranty:
 Incoterm: Delivery Duties Paid or Door to Door (TEI, San Vicente Warehouse)
 Delivery Leadtime:

Other Remarks:

Prepared by: Name, Designation, Signature
 Date: