



January 21, 2026

## TERMS OF REFERENCE (TOR)

PROJECT NO.: **TEI-ePROC-2026-009**

PROJECT NAME: **SUPPLY, INSTALLATION, TESTING, AND COMMISSIONING OF AIR CONDITIONING AND VENTILATION SYSTEM**

### 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 will be 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 a Manager's/ Cashier's check, Bank Guarantee, or a 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 of responsive bidders 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 or 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:

### 1<sup>st</sup> Main Envelope

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

### 2<sup>nd</sup> Main Envelope

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

### **1<sup>ST</sup> MAIN ENVELOPE:**

The first (1<sup>st</sup>) 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 Authorized Distributor and Aircon Installer
- b. Specification Sheets/Technical Data Sheets of the proposed air conditioning and Ventilation units must be Building Management System (BMS) ready
- c. List of previously installed and completed air conditioning and ventilation units amounting to a minimum of Three million pesos (Php 3,000,000.00)
  - Indicate the company name, address, completion date, and proof of final acceptance or completion
- d. Technical Offer (Excel File and PDF File, TEI format printed on the bidder's company letterhead)
- e. Manpower Plan, a minimum of twelve (12)
- f. Valid training certificates of manpower
- g. Certification of full compliance with this TOR

*\*\*\* Documents must be a Certified True Copy*

### **2<sup>ND</sup> 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.
- b. Inclusive of 1-year quarterly cleaning/ preventive maintenance upon full operation
- c. Warranty: minimum of 1-year for parts and service, 5-year for compressor after commissioning, 1-year replacement of minor/major parts from the date of startup testing and commissioning.
- d. Incoterm: Delivery Duties Paid or Door to Door
- e. Delivery: maximum of 150 days after PO issuance
- f. Work lead time: maximum of 60 days

- g. Offer validity: 120 days
- h. Payment Term: 20% Down Payment, 70% Progressive Billing, 10% after testing and commissioning

## M. SCOPE OF WORK

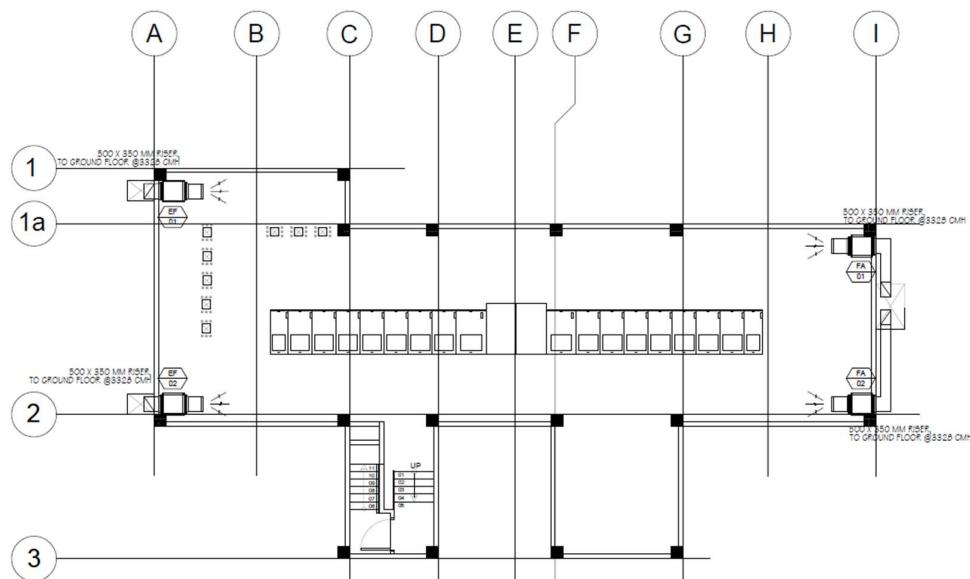
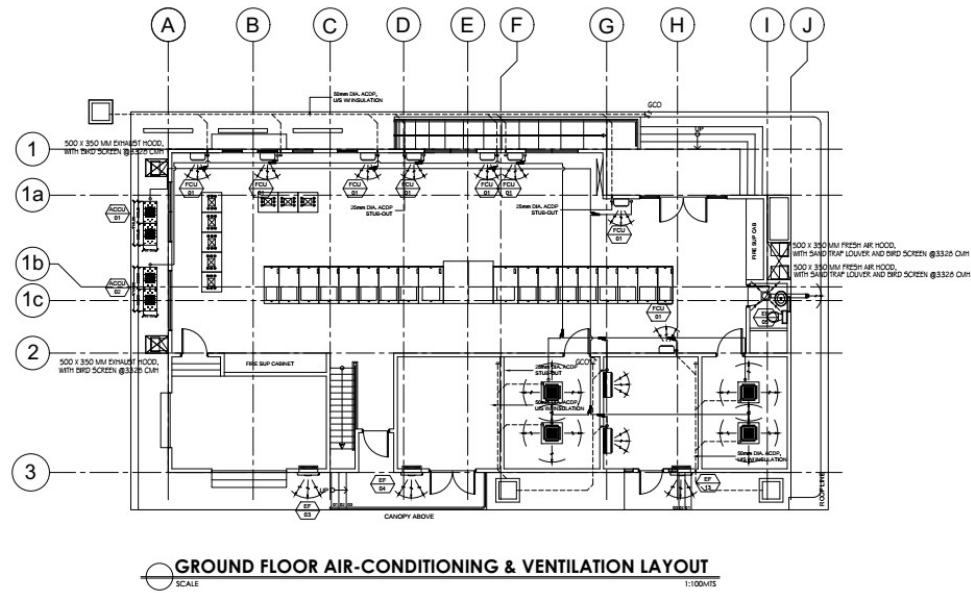
### List of Air Conditioning Units

Qty.	Tag	Description	Location
6 units	FCU-01, FCU-02, FCU-03, FCU-08, FCU-09 & FCU-10	Fan Coil Units, Ceiling Suspended, VRF Type, 14kW cooling capacity, 220V, 1Ph, 60hz	Control House
2 units	FCU-04 & FCU-11	Fan Coil Units, Ceiling Suspended, VRF Type, 7.1kW cooling capacity, 220V, 1Ph, 60hz	Control House
2 units	FCU-05 & FCU-12	Fan Coil Units, Wall-mounted, VRF Type, 7.1kW cooling capacity, 220V, 1Ph, 60hz	Battery Room
2 units	FCU-06 & FCU-13	Fan Coil Units, Ceiling Cassette, VRF Type, 7.1kW cooling capacity, 220V, 1Ph, 60hz	EE Room
2 units	FCU-07 & FCU-14	Fan Coil Units, Ceiling Cassette, VRF Type, 9.0kW cooling capacity, 220V, 1Ph, 60hz	SCADA Room
2 units	ACCU-01 & ACCU-02	Air-Cooled Condensing Unit, Multi-split, VRF Type, 85kW cooling Capacity, 380V, 3Ph, 60Hz	Outdoor
4 units	FCU-15 - 18 & ACCU-15 - 18	Air Conditioning Units, Wall-mounted, Split Type, 7.1kW cooling capacity, 220V, 1Ph, 60hz	Warehouse, Comm. Tower

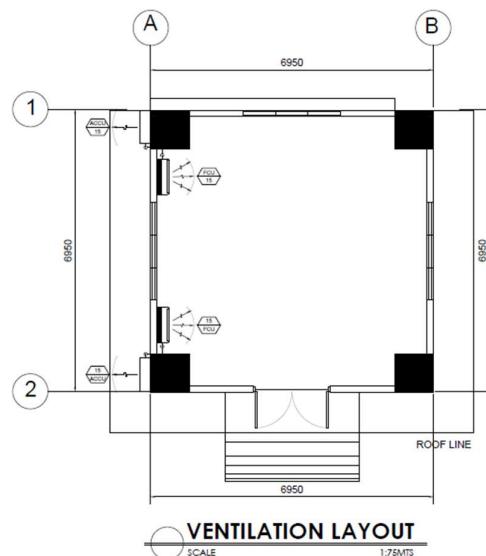
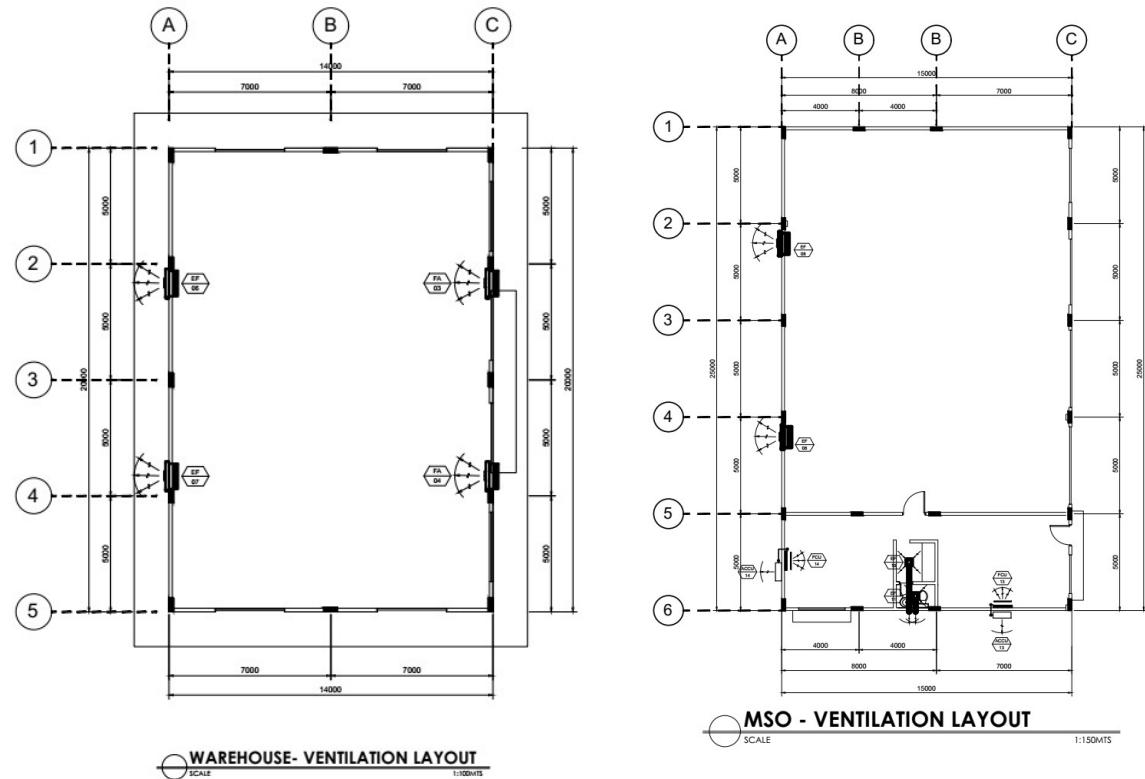
### List of Ventilation Units

Qty.	Tag	Description	Location
4 units	EF-01, EF-02, FA-01, & FA-02	In-Line Fan, Ducted Type, 3328 CMH x 136 Pa TSP, 850 RPM, 230V, 1Ph, 60Hz	Control House, Basement
1 unit	EF-03	Wall-mounted, Propeller Fan, 776 CMH x 20 Pa TSP, 1410 RPM, 230V, 1Ph, 60Hz	Genset Room
1 unit	EF-04	Wall-mounted, Propeller Fan, 564 CMH x 20 Pa TSP, 1410 RPM, 230V, 1Ph, 60Hz	Service XF
1 unit	EF-05	Ceiling Mounted Cassette, Ducted Type Exhaust Fan, 165 CM x 20 Pa TSP, 1045 RPM, 230V, 1Ph, 60Hz	Toilet
4 units	EF-06, EF-07, FA-03, & FA-04	Wall-mounted, Propeller Fan, 3288 CMH x 30 Pa TSP, 1590 RPM, 230V, 1Ph, 60Hz	Warehouse
2 units	EF-08	In-Line Fan, 5226 CMH x 205 Pa TSP, 932 RPM, 230V, 1Ph, 60Hz	Maintenance Office, Work Area
1 unit	EF-10	Ceiling Mounted Cassette, Ducted Type Exhaust Fan, 144 CM x 25 Pa TSP, 1045 RPM, 230V, 1Ph, 60Hz	Maintenance Office, Pantry
1 unit	EF-11	Ceiling Mounted Cassette, Ducted Type Exhaust Fan, 90 CM x 10 Pa TSP, 1175 RPM, 230V, 1Ph, 60Hz	Maintenance Office, Toilet
1 unit	EF-12	Wall-mounted, Propeller Fan, 1400 CMH x 25 Pa TSP, 1650 RPM, 230V, 1Ph, 60Hz	Fire Pump House
1 unit	EF-13	Wall-mounted, Propeller Fan, 551 CMH x 20 Pa TSP, 1410 RPM, 230V, 1Ph, 60Hz	EE Room, GF

Layout (1):



Layout (2):



## Matrix of Scope and Responsibilities

ITEM	DESCRIPTION	MECH'L CONTRACTOR		OWNER		BY OTHERS	
		MATERIAL	LABOR	MATERIAL	LABOR	MATERIAL	LABOR
<b>A. PRELIMINARIES AND GENERAL REQUIREMENTS</b>							
a.1	Mobilization / Demobilization	✓	✓				
a.2	Permits and Licenses						
a.2.1	Business Permit / Contractor's Tax	✓	✓				
a.2.2	Building Permit			✓	✓		
a.2.3	Occupancy Permit					✓	✓
a.2.4	Permit To Operate, if any	✓	✓				
a.2.5	Deposits for Permanent Utilities Connection and Consumption			✓	✓		
a.2.6	Miscellaneous Permits	✓	✓				
a.2.6.1	Road usage fee	✓	✓				
a.2.6.2	Taxes and Duties	✓	✓				
a.2.7	Others, pls specify						
a.3	Bonds and Insurances						
a.3.1	Downpayment Bonds	✓	✓				
a.3.2	Performance Bonds	✓	✓				
a.3.3	Guarantee Bonds	✓	✓				
a.3.4	Contractor's All Risk Insurance			✓	✓		
a.3.5	Workers Insurance	✓	✓				
a.4	Temporary Facilities including furniture and equipment, offices, workshops, storage (including removal)	✓	✓				
a.5	Temporary water & power and telecommunications including internet	✓	✓				
a.6	Temporary plant & equipment	✓	✓				
a.7	Storage, workshops, mess hall & offices	✓	✓				
a.8	Toilet facilities	✓	✓				
a.9	Temporary Staging Area,	✓	✓				
a.10	Materials Lifting and handling						
a.10.1	Delivery and off-loading at site	✓	✓				
a.10.2	Distribution on site from lay-down area	✓	✓				
* General Contractor to extend attendance and use of its available (onsite) lifting equipment (such as tower crane, if deemed needed by Direct Contractors)							
a.11	Safety and Security						
a.11.1	General protection at Site					✓	✓
a.11.2	Overhead protection to building entry points, hoist/crane areas, public sidewalks & streets and other trades.					✓	✓
a.11.3	Securing and protection of completed works prior to acceptance by Main Contractor	✓	✓				
a.11.4	Securing and protection of completed works prior to acceptance by Owner					✓	✓
a.11.5	Member of Safety Group to be lead by the General Contractor	✓	✓				
a.11.6	General Site Safety Program implementation					✓	✓
a.11.7	Safety, Direct Contract penetrations	✓	✓				

ITEM	DESCRIPTION	MECH'L CONTRACTOR		OWNER		BY OTHERS	
		MATERIAL	LABOR	MATERIAL	LABOR	MATERIAL	LABOR
a.11.8	Safety signs - Direct Contractor specific	✓	✓				
a.11.9	Safety compliance of Direct Contractor's vehicles within site	✓	✓				
a.11.10	Safety paraphernalia and other personal protection equipment for Direct Contractor personnel	✓	✓				
a.11.11	Additional watchmen to guard Direct Contractor's work and materials if required	✓	✓				
a.12	Safety Management	✓	✓				
a.13	Signals and warnings	✓	✓				
a.14	Pest Control					✓	✓
a.15	Water control/ Dust Control					✓	✓
a.16	Water control/ Dust Control and Pest Control relative to constraints work	✓	✓				
a.17	Protection of utilities and property	✓	✓				
a.19	Scaffolding						
a.19.1	External scaffoldings including erection, adaptation and removal (until such time that the Contractor is to remove the scaffolds)					✓	✓
a.19.2	Main Contractor's scaffoldings (Direct Contractors shall be allowed to use all standing scaffolds free of charge)					✓	✓
a.19.3	Direct Contract specific scaffold	✓	✓				
a.19.4	Internal scaffoldings/platforms as required for The Works	✓	✓				
a.20.7	Drawings	✓	✓				
a.20.8	Coordinated Services Drawings					✓	✓
a.20.9	Shop drawings, samples, brochures, mill certificates in required number of copies. Preparation, Review and endorsement Approval (after review and approval of Design Team	✓	✓				
a.21	Ascertaining, cutting and Forming Chases, Holes, etc.						
a.21.1	Location and setting out	✓	✓				
a.21.2	Cutting, forming chases, holes in non-structural walls, ceiling, roof, etc.	✓	✓				
a.21.3	Cutting of holes through false ceilings, special partitions, special finishes, etc.					✓	✓
a.21.4	Cutting, chipping, coring and rectification works due to late information	✓	✓				
a.21.5	Sealing of holes, block-outs	✓	✓				
a.21.6	Forming all other elements specific to the Direct Contractors works	✓	✓				

ITEM	DESCRIPTION	MECH'L CONTRACTOR		OWNER		BY OTHERS	
		MATERIAL	LABOR	MATERIAL	LABOR	MATERIAL	LABOR
a.21.7	Cutting of installed finishes for the installation of Direct Contractor's accessories. Note: First cutting will be provided and the cost will be under Direct Contractors but for the relocation and rectification will be provided by Direct Contractors but in the cost of requesting Contractors.					✓	✓
a.22	Building-in or Casting-in of inserts, bolts, etc. Formation of Machine Bases, plinths, etc						
a.22.1	Location and setting out	✓	✓				
a.22.2	Sealing or grouting	✓	✓				
a.22.3	Post drilled inserts, bolts, etc.	✓	✓				
a.22.4	Equipment mounting, etc.	✓	✓				
a.22.5	Cutting and post formed construction	✓	✓				
a.23	Cleaning up						
a.23.1	Collection of Direct Contractor's rubbish to be placed in bins	✓	✓				
a.23.2	Removal and Disposal of debris, garbages outside of project site					✓	✓
a.23.3	Housekeeping, Sanitation and Cleaning (Progress & Final)	✓	✓				
a.25	Communication						
a.25.1	Distribution of communication on documents with cc of the General Contractors	✓	✓				
a.25.2	Schedules / Reports to suit Master Schedule	✓	✓				
a.26	Verification of quality	✓	✓				
a.27	Coordination with all Contractors employed at site	✓	✓				
a.28	As-built drawings, as required for progressive billings, as required by Archives Dept, and as required for the Permits applications ie Occupancy Permit	✓	✓				
a.29	Quality Assurance, Quality Control and Lab Testings	✓	✓				
a.30	Project Meetings and Conferences		✓			✓	✓
a.31	Supervision and Coordination	✓	✓				
a.32	Restoration of damaged structures (sidewalk, pavement, drainage system, etc.)	✓	✓				
a.33	Others to complete (please specify)						
a.33.1	All Equipment concrete pedestal, concrete saddle if any (Sizes to be provided by Direct Contractors)					✓	✓
a.33.2	All Required MEPF manhole but to be layout by Direct Contractors					✓	✓
<b>B.0- AIRCONDITIONING SYSTEM</b>							
Installation of air conditioning system complete with controllers, switches, vibration isolators, hangers/support and other required accessories . Fire Sealant , pipe sleeve/ duct sleeve on AR Walls							
b.1	Insulated Drain Pan	✓	✓				
b.2	One meter Condensate Drain including P-Trap	✓	✓				

ITEM	DESCRIPTION	MECH'L CONTRACTOR		OWNER		BY OTHERS	
		MATERIAL	LABOR	MATERIAL	LABOR	MATERIAL	LABOR
b.3	Vent Cap	✓	✓				
b.4	VRF A/C Units (Outdoor and Indoor), complete with controllers/switches, refnet joints, thermostat and vibration isolators	✓	✓				
b.5	Refrigerant Piping complete with fittings, insulation, hangers/support and other required accessories	✓	✓				
b.6	Ducting installation complete with insulation, hangers/support and other required accessories	✓	✓				
b.7	Others (please specify)						
<b>C. VENTILATION SYSTEM (FANS &amp; BLOWERS)</b>							
Installation of ventilation system complete with controllers, switches, vibration isolators, hangers/support and other required accessories/consumable . Fire Sealant , pipe sleeve/ duct sleeve on AR Walls							
c.1	Toilet Exhaust Fans, complete with controllers/switches and vibration isolators	✓	✓				
c.2	Exhaust Fans, complete with controllers/switches and vibration isolators	✓	✓				
c.3	Electrical works (roughing ins, wirings, terminations etc) from loadside of the breaker to the equipment	✓	✓				
c.4	Others, pls specify						
c.4.1	Smoke/ Fire Damper, Volume Damper, Motorized Volume Damper, Split Damper	✓	✓				
<b>K. TESTING AND COMMISSIONING OF THE SYSTEM INCLUDING OSM/E</b>							
<b>L. OTHERS, pls specify.</b>							
L.1	All grilles, mechanical louvers and diffusers as specified on Plans and specifications	✓	✓				
L.2	All Equipment concrete pedestal, concrete saddle if any					✓	✓
L.3	All Aircon Equipment Supports	✓	✓				
L.4	All Required MEPF manhole					✓	✓
L.5	Control Wires and Roughing-ins(IMC)	✓	✓				
L.6	BMS to Aircon and Ventilation Controls/ DDC					✓	✓
L.7	Interfacing to FDAS					✓	✓
L.8	Other fixing accessories necessary to complete the system	✓	✓				

a. Minimum quantity to be procured

- One (1) complete Air conditioning and Ventilation system package (supply, installation, testing, and commissioning).

b. Budget or Estimated Cost

- n/a

c. Bid Document Price

- n/a

d. Bid security requirement

- Php 30,000.00

- e. 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, Expression of Interest (EOI), Non-Disclosure Undertaking (NDU), Data Privacy Consent Form (DPCF), and Declaration Form (DF)
- f. Bid evaluation and selection criteria for the selection of the successful Bidder
  - Most competitive financial bid submitted by the technically qualified Bidder
- g. Quality checks/ user acceptance testing processes
  - Factory Test Certificates of HVAC equipment.
  - Site Acceptance Testing (SAT), including cooling performance verification, air balancing, electrical checks, and safety compliance inspection.
  - Submission of commissioning reports and QA Test Certificates
- h. Delivery schedule:  
Maximum of 150 days after PO issuance
- i. Payment milestones: 20% Downpayment, 70% Progress Billing, 10% after final acceptance
- j. Penalties applicable
  - Liquidated damages due to delay on work and delivery of equipment: 1/10 of 1% for every day of delay, not exceeding 10% of the total project cost
  - Repair of damages to other contractors' completed works due to uncoordinated works.
- k. Bid forms
  - Annex I: Financial Offer
- l. Terms & conditions for fulfilment of Contract
  - Complete delivery of Equipment and materials in compliance with Technical Specifications & TEI requirements without any quality issues
  - Complete documentations such as (Delivery Receipts, Invoice, Certificate of Completion, Warranty Certificate, Operations & Maintenance

Manual, Test & Inspection Reports, and Request for Approval (RFA) & Request for Information (RFI) for Materials, Brochures and Shop drawings

- Completion of work within the Schedule with proper coordination with TEI Representatives, Project Management Team, and General Contractor
- Rectification of found defects and punchlist prior final acceptance by the TEI Representatives
- Full compliance with this TOR

***Note: The Proposal must be based on this TOR***

#### **N. SCHEDULE**

PARTICULARS	DATE
1. Publication	January 26, 2026, to February 4, 2026
2. EOI Submission and accreditation deadline	February 4, 2026
3. Pre-bid Conference	<b>February 6, 2026, 9:30 am via MS Teams</b>
4. Bidder Clarification	Until February 13, 2026, 5:00 pm
5. Bid Submission due date	<b>February 20, 2026, 5:00 pm</b> , softcopy via TEI e-Procurement and hardcopy at TEI, San Rafael, Tarlac City
6. Bid Opening	February 23, 2026
7. Evaluation and Clarification	February 23, 2026, to February 28, 2026
8. Series of Negotiations	March 2, 2026, to March 9, 2026
9. Final Bid Assessment, Recommendation, and Approval	March 11, 2026, onwards
10. Announcement of the Winning Bidder	March 14, 2026, 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](mailto:proc_bac-secretariat@teiph.com)

**ANDREA KYLA O. ALPE**  
**BAC-Secretariat (Member)**  
M: +63 998 843 8953  
E: [proc\\_bac-secretariat@teiph.com](mailto: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,

XXXXX

No.	Qty.	Description	Unit Price (Vat Ex)	Vat (12%)	Price (Vat Inc.)
1	lot	Supply, installation, testing, and commissioning of air conditioning and ventilation system, inclusive of 1 year quarterly preventive maintenance upon full operation.	Php	Php	Php

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

**Terms and Conditions**

Offer Validity: 120 days  
 Payment Terms: Payment Term: 20% Down Payment, 70% Progressive Billing, 10% after testing and commissioning  
 Warranty: minimum of 1-year for parts and service, 5-year for compressor after commissioning, 1-year replacement of minor/major parts from the date of startup testing and commissioning.  
 Incoterm: Delivery Duties Paid or Door to Door  
 Delivery Leadtime: maximum of 150 days after PO issuance

Other Remarks:

Prepared by: Name, Designation, Signature  
 Date: