

# TERMS OF REFERENCE

**Project: PURCHASE, DELIVERY, DISMANTLING, AND INSTALLATION OF LUMANAIRE LIGHTING FIXTURES AT EXTENSION OFFICES LOCATED AT APMC AND MONTEPINO BUILDINGS**

## I. RATIONALE

The modernization of lighting fixtures is in-line with the government green project procurement of goods, government agencies shall be able to incorporate the minimum energy performance standards for equipment, product, and devices in crafting technical specifications. The OSG's existing luminaire diffuser type lighting fixtures using fluorescent tube is no longer responsive to the needs of the current workplace, and it uses more energy than a luminaire recessed type lighting fixtures using a Light Emitting Diode (LED) lights. The modernization of lighting fixtures will result in substantial energy cost savings that will benefit the OSG.

## II. QUALIFICATION OF THE CONTRACTOR

1. The Contractor must be legally registered with the Securities and Exchange Commission (SEC) and must possess distributorship of a globally recognized LED tube light.
2. The Contractor shall have been in the business of delivering and installing of lighting fixtures for at least three (3) years.
3. The Contractor must present a Client Satisfaction Certificate from at least three (3) government agencies or private corporations, with whom the contractor has served within the last five (5) years.

## III. DELIVERY SCHEDULE

The acquisition and installation of new luminaire recessed / surfaced type of lighting fixtures for the OSG extension at the APMC Building and Montepino Building shall be completed within sixty (60) working days after office hours only, holidays, Saturdays and Sundays, to complete the scope of works and will commence upon the receipt of the Notice to Proceed (NTP), which shall include the period of time required in dismantling and installation of the new luminaire recessed / surfaced type lighting fixtures. The delivery of new lighting fixtures is subject to scheduling of the work as determined by the Administrative Division's representative.

## IV. SCOPE OF WORK

1. The Contractor shall provide all materials, labor, equipment and tools for the dismantling of the existing luminaire diffuser type lighting fixtures and installation of new luminaire recessed type lighting fixtures at the OSG extension offices at APMC Building and Montepino Building.
2. The materials to be used for the supply of labor and materials for the dismantling of the existing luminaire diffuser type lighting fixtures and installation of new luminaire recessed type lighting fixtures are of good quality and subject for

inspection by the OSG in-house electrician.

3. The Contractor shall dismantle **305 sets** of existing luminaire diffuser type lighting fixtures located at the different divisions/offices at the APMC Building and Montepino Building.
4. The Contractor shall provide all wiring components, electrical insulations and all supports needed for the installation of the new lighting fixtures.
5. The Contractor shall install **305 sets** of new luminaire lighting fixtures as follows:

Type of Luminaire Lighting Fixtures	Quantity
A. Recessed Type (size: 2ft x 4ft x 2-T8 LED)	229 sets
B. Recessed Type (size: 2ft x 2ft x 2-T8 LED)	42 sets
C. Recessed Type (size: 1ft x 4ft x 1-T8 LED)	30 sets
D. Surfaced Type (size: 2ft x 4ft x 2-T8 LED)	4 sets
<b>TOTAL</b>	<b>305 sets</b>

6. The Contractor shall repair all affected/damage ceiling fixtures after dismantling and installation of the new lighting fixtures.

## V. TECHNICAL SPECIFICATIONS

Description	
Budget for installation/modernization of lighting fixtures for the Office of the Solicitor General Building is <b>ONE MILLION PESOS (P1,000,000.00)</b> Philippine currency including <b>12% VAT</b> .	
<b>Technical Specifications</b>	
Lasting hours of 50,000 hours (bidder must submit a certification from the manufacturer of its lasting hours).	
Protection circuit inside ensuring people's safety in case of misuse, complying with IEC safety requirement.	
100% comply with IEC requirement on T8 dimensions, fitting into fluorescent luminaire perfectly.	
The manufacturer of LED tube light has been in the international market for at least 10 years for the same line of business	
LED T8 Tube Model:	Wattage: 9w for 2FT, 16w for 4FT
	Voltage: 220-240v
	Cap: G13
	Length: 600mm for 2FT, 1200mm for 4FT
	Beam Angle: 150 degrees
	Lifetime: Daylight 50,000 hours
	Lumen Output: 1170Lm for 2FT, 2340Lm for 4FT

**VI OFFICE LOCATIONS FOR THE DISMANTLING/INSTALLATION OF LUMINAIRE LIGHTS**

Ground Floor	Felicisimo Feria Division (Unit 1-A and 1-C)	47 sets
	Planning Division (Unit 1-E)	12 sets
3 <sup>rd</sup> Floor	Felix Angelo Bautista Division (Unit 3-C and 3-D)	47 sets
4 <sup>th</sup> Floor	Special Committee on Naturalization (Unit 4-D)	25sets
5 <sup>th</sup> Floor	Serafin Hilado Division (Unit 5-C and 5-D)	45 sets
	George Harvey Division (Unit 5-A and 5-B)	59 sets
6 <sup>th</sup> Floor	Ignacio Villamor Division (Unit 6-A)	50 sets
3 <sup>rd</sup> Floor	Frank Chavez Division (Unit 3-C)	20 sets
	<b>Total No. of Luminaire Lighting Fixtures</b>	<b>305 sets</b>

**VII CLEAN UP WORKS**

Cleaning of the whole area daily from accumulated refuse or debris caused by the work. Upon completion of the project, the entire installation shall be made clean to the satisfaction of the OSG.

**VIII WARRANTIES OF THE CONTRACTOR**

1. To guarantee the performance by the winning bidder of its obligations under the contract, it shall post a performance security prior to the signing of the contract. The performance security shall be in an amount not less than the required percentage of the total contract price in any of the following forms and in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
a) Cash or cashier's/ manager's check issued by a Universal of Commercial Bank.	5%
b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; <i>Provided</i> , however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	5%
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	30%

2. The OSG shall pay the CONTRACTOR in accordance with the following schemes/ schedules:

	Particulars	Remarks/ Conditions
First release	15% of the Total Contract Price, less 5% warranty deposit, computed based on the progress billing.	The amount represents the mobilization fund. The CONTRACTOR shall submit a written request after the Contract is duly signed and notarized.
Second release	50% of the Total Contract Price, or upon completion of dismantling, installation and hauling of lighting fixtures for the first 5 divisions less 5% warranty deposit, computed based on the progress billing.	The percentage of accomplishment must be at least 65% (corresponding to the 15% mobilization fund and 50% Total Contract Price  The CONTRACTOR shall submit a Statement of Work Accomplished (SWA) subject to the verification and certification by the OSG.
Third release	30% of the Total Contract Price, or Upon completion of dismantling, installation and hauling of lighting fixtures for the remaining divisions, less 5% warranty deposit, computed based on the progress billing.	The percentage of accomplishment must be at least 95%.  The CONTRACTOR shall submit an SWA subject to the verification and certification by the OSG.
Fourth release	5% warranty deposit of the Total Contract Price	For the procurement of Goods, in order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies


1. The Contractor shall replace defective components parts/accessories of the same or better brand, features and quality if it is not resolved within the allowable resolution time, at no additional cost to the OSG, within the warranty period.
2. The Contractor warrants that it shall conform strictly to the terms and conditions of the Terms of Reference.
3. The Contractor, in the performance of its services, shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations and directives Regulatory Authorities and Commissions. The contractor undertakes to pay all fees or charges payable to any instrumentality of government or to any other duly constituted authority relating to the use or operation of the installation.
4. The Contractor's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
5. The Contractor shall coordinate with authorized and/or designated OSG personnel in the performance of their jobs.
6. The Contractor shall be liable for loss, damage, or injury as may be due directly through the fault or negligence of its personnel. It shall assume responsibility thereof and the OSG shall be specifically released from any responsibility arising therefrom.
7. The Contractor warrants that the installed lighting fixtures are brand new and free from all defects and workmanship guaranteed for two (2) years from the date of completion/acceptance. Any defects or damages which develop within the two (2) year warranty period shall be corrected to the satisfaction of the OSG at no additional cost. The Contractor shall submit Warranty Certificate upon turnover of the project as proof that the installed lighting fixtures are free from defects against workmanship.
8. The Contractor shall be allowed 15% of the total contract price as mobilization fee of the total contract price upon commencement of the project. The payment shall be subject to the required Expanded Withholding Tax (EWT) of two percent (1%) and Final Withholding Tax on VAT of five percent (5%).
9. Each payment shall be made within fifteen (15) days from submission of Inspection and Acceptance Report issued by the Inspection and Acceptance Committee (IAC) and the Certificate of Completion and Acceptance issued by the Administrative Division and all other required documents based on existing OSG issuances.

**Respectfully submitted:**

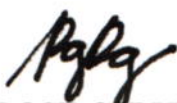
**ADMINISTRATIVE DIVISION:**



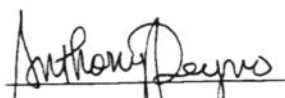
**RODRIGO L. OJENAL**  
OIC-Administrative Division  
Supervising Administrative Officer



**MA. ALMA S. SY**  
Administrative Officer V



**REMYROSE G. DUNGAO**  
Administrative Officer III



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