



TERMS OF REFERENCE

SUPPLY AND INSTALLATION OF SPORTS LIGHTING FACILITIES OF INTERNATIONAL STANDARD 8-LANE TRACK AND FIELD OVAL AND FOOTBALL FIELD AT AMORANTO SPORTS COMPLEX

I. PROJECT DESCRIPTION

The Amoranto Sports Complex (ASC), originally named the Quezon City Sports Complex, is one of the oldest and most iconic public sports facilities in Metro Manila. Built in the 1960s on a 5.8-hectare government-owned property in Brgy. Paligsahan, the complex originally featured a grandstand, a track oval, bleachers, and a gymnasium. Over the years, several additions and renovations were introduced, including tennis and badminton courts, among others.

As part of the Quezon City Government's (QCG) continuing efforts to improve its community facilities, a master redevelopment plan has been prepared for the Amoranto Sports Complex. Major components of this initiative are the construction of an 8-lane track and field oval and a football field, both intended to support various sports competitions and events. To ensure that both facilities meet applicable competition, safety and operational standards, the provision of a reliable and high-performance sports lighting system is essential. Proper illumination is required for sports training, competitions and possible broadcasting, while ensuring the safety and comfort of all end-users.

This Terms of Reference (TOR) defines the technical and operational requirements for the supply, installation, testing and commissioning of the sports lighting system. The scope includes all necessary luminaires, poles and mounting structures, electrical and control systems, cabling, foundations, earthing and grounding and other associated works. The lighting system shall achieve prescribed illumination levels, glare control and energy efficiency.

A. OBJECTIVES

The Supply and Installation of Sports Lighting Facilities for the International-Standard 8-Lane Track and Field Oval and Football Field at the Amoranto Sports Complex aims to achieve the following objectives:

- To provide adequate, uniform, and reliable illumination that complies with applicable international and local standards for training, competition, and potential broadcast use;
- To ensure full compliance with technical, safety, and performance requirements for sports lighting systems, including glare control, color rendering, and visual comfort for athletes, officials, and spectators;
- To enhance safety, usability, and athletic performance by delivering lighting suitable for both daytime and nighttime activities; and
- To promote energy efficiency, durability, and long-term sustainability through the use of modern LED lighting technology, robust components, and maintainable electrical and control systems.



B. PURPOSES

The purpose of this project is to supply, deliver, install, test, and commission a sports lighting system for the newly constructed football field and the proposed 8-lane track and field oval within the Amoranto Sports Complex. This project supports the continued development of the Amoranto Sports Complex as a high-quality, iconic sports venue capable of hosting a wide range of sporting events, while providing safe, reliable, and standards-compliant illumination for athletes, officials, spectators, and the general public.

Specifically, the project is intended to ensure the following:

- **Guaranteed Light Levels.** The lighting system shall be designed to achieve and maintain specified target illumination levels, with light output guaranteed not to fall below these values for a minimum period of ten (10) years.
- **Environmental Light Control.** The system shall minimize light spill to adjacent properties and control glare affecting athletes, spectators, and nearby communities, with LED technology providing superior optical control compared to conventional HID systems.
- **Optimized Life-Cycle Cost.** The lighting system shall be energy-efficient and cost-effective to operate, with all routine maintenance requirements eliminated during the warranty period.

The project shall be procured as Goods, covering the supply of sports lighting equipment inclusive of all incidental installation works, testing, and commissioning necessary to ensure full operational functionality. Any associated minor civil, electrical, or structural works shall be considered incidental to the delivery of the goods.

C. LIMITATIONS/CONSTRAINTS

1. Site Restrictions

All activities shall be constrained to the designated area for the 8-Lane Track & Field Oval and the Football Field, with approximate area of 7,500 square meters, including buffer zones. A nearby staging area may be identified, subject to prior written consent obtained from the Quezon City Government (QCG).

2. Operational Disruption and Working Hours

The Amoranto Sports Complex shall remain operational during the supply and installation of the Sports Lighting System for the 8-Lane Track & Field Oval and the Football Field. All activities must therefore be carried out with minimal disruption to ongoing activities and events, while ensuring the protection and safety of all end-users. To avoid disturbances to neighboring areas, all works shall be limited to approved working hours and days, unless otherwise authorized in writing by the QCG.

3. Timeframe

The project shall be completed within the specified and approved contract period. Requests for contract time extension shall be submitted before the prescribed delivery date, subject to the provisions of Section 71.1 Contract Implementation for the Procurement of Goods in the IRR of RA 12009.



4. Compliance with Standards

Specifications shall strictly adhere to national building regulations, including but not limited to:

- National Building Code of the Philippines (PD 1096)
- Philippine Electrical Code (PEC)
- Fire Code of the Philippines (RA 9514) and its IRR
- Electrical Engineering Law (RA 7920)
- 2025 Green Building Ordinance of Quezon City and its IRR

5. Environmental Impact

All installation activities shall be conducted in a manner that shall minimize environmental impacts. Appropriate and timely mitigation measures must be observed throughout the project duration.

D. ALLOCATION OF RISKS

1. Budgetary Constraints

The supply and installation costs shall not exceed the Approved Budget for the Contract (ABC). Any costs incurred beyond the ABC shall be borne solely by the Supplier.

2. Force Majeure

In the event of force majeure, risks shall be fairly and equitably shared by the Supplier and the QCG, taking into account the nature and extent of the impacts.

3. Health, Safety and Security

The Supplier shall be solely responsible for the health of its workers, site security and accident prevention. Any negligence and safety violations shall be resolved at the Supplier's expense. This responsibility also extends to third-party claims resulting from disputes, damages, or injuries arising from installation activities.

4. Protection of Existing Facilities

The Supplier shall be solely responsible for ensuring the integrity, cleanliness, and safety of adjacent facilities, particularly the 8-Lane Track & Field Oval, the Football Field and the Grandstand. Any damage arising from installation activities shall be immediately reported to QCG and promptly repaired or restored to original or better condition at the Supplier's expense. Dust control, drainage protection, and erosion control measures shall be implemented to prevent contamination, flooding, or siltation within ASC.

The use of the 8-Lane Track & Field Oval and the Football Field for staging, material stockpiling, or equipment parking shall be strictly prohibited.



II. SCOPE OF WORKS

A. GENERAL IDEA – NAME, LOCATION, BOUNDARIES

The Supply and Installation of Sports Lighting Facilities for the International-Standard 8-Lane Track and Field Oval and Football Field at the Amoranto Sports Complex covers the provision of sports lighting facilities for the newly constructed football field and the proposed track and field oval within the complex. Both facilities are located adjacent to the Amoranto Grandstand. The project area is situated within the Amoranto Sports Complex in Barangay Paligsahan, Quezon City. It is bounded by existing sports facilities, access roads, and support structures.

The lighting system shall provide adequate and uniform illumination to support evening and nighttime use for training, local and national competitions, and other sporting events, in compliance with applicable local and international standards, with the following illumination levels: 300 lux for training, 500-750 lux for competitions, 1,500-2,000 lux for broadcasting.

B. SCOPE/PHYSICAL COMPONENTS

The Supplier shall be responsible for the complete supply, delivery, installation, testing, and commissioning of the sports lighting system in accordance with the performance specifications set forth in this Terms of Reference.

The scope shall include, but not be limited to, the following:

- Supply and installation of sports-grade LED lighting fixtures, wire harness and electrical enclosure box. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure.;
- Supply and installation of complete and brand-new electrical system including wiring, cables, conduits, boards, circuit breakers, control panels, gutters, contactors, protective devices, grounding and earthing systems, from the lighting fixtures to the electrical enclosure box to distribution board;
- Supply and installation of galvanized steel poles and anchor bolt foundations, mounting accessories, and appropriate footing;
- Pole foundations, mounting supports, and associated works shall be limited to standard manufacturer-recommended installation details and shall be considered incidental to the delivery and installation of goods;
- Lighting control and management system, including programmable modes;
- Adequate access for maintenance works on lighting fixtures;
- Termination of cables and wires. Conduct megger testing, continuity test, and 1 phase balance testing, with submission of the results;



- Minor excavation, trenching, concreting, and restoration works strictly incidental and necessary for the installation of the supplied lighting system;
- Delivery from port to site;
- Customs handling, brokerage and forwarding fee shall be shouldered by the Supplier;
- Light Level Measurement after completion and submission of results (should be identical to the submitted and approved photometric design simulation);
- Installation, aiming, focusing, testing, and commissioning of all lighting equipment;
- Provision of 10 Year Warranty for parts and labor of the lighting system;
- Electrical panels shall have ground fault protection and NEMA 4X enclosure;
- Application with Meralco for permanent power;
- Provision of grounding system, and all poles shall have a lighting arrester;
- Surge protection at the pole equal to or greater than 40kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002;
- Power provision for audio system and camera coverage; and
- Turnover of all required documentation and warranties to the QCG.

No architectural or structural design services are required under this contract. All works shall be limited to installation based on manufacturer standards and approved shop drawings.

1. LIGHTING PERFORMANCE

a. Illumination Levels

Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Light levels shall be held constant until the end of their life span. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Values indicated below shall be +/- 10% of predicted mean in accordance with IESNA RP-6-01.

Color: The lighting system shall have a minimum color temperature of 5700K and a CRI of +/- 75.

AREA OF LIGHTING	AVE. HOR. LUX LEVELS	MIN./MAX. RATIO	MIN./AVE. RATIO	GRID POINTS	GRID SPACING
Football Field	1500 Lux	0.7 to 0.9	0.7 to 0.9	294	5 x 5 m



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Track and Field	300 Lux	0.3 to 0.5	0.5 to 0.7	284	5 x 5 m
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b. Mounting Heights

To ensure proper aiming angles for reduced glare and to provide better playability, minimum mounting heights shall be as described below. Higher mounting heights may be required based on photometric report and ability to ensure the top of the field angle is a minimum of 10 degrees below horizontal.

NO. OF POLES	POLE DESIGNATION	POLE HEIGHT
4	P1 to P4	33.50 meters

c. Environmental Light Control

All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.

d. Life-Cycle Costs

Supplier shall provide all preventive and spot maintenance, including parts and labor for 10 years from the date of equipment shipment. Individual outages shall be repaired when the usage of any field is materially impacted.

2. SPORTS LIGHTING SYSTEM

a. Manufacturing Requirements

All components shall be manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.

b. Durability

All exposed components shall be constructed of corrosion-resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 or better, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanized galvanizing). All wiring shall be enclosed within cross-arms, pole or electrical components enclosure.

c. System Description.

Lighting system shall consist of the following:

1. Galvanized steel poles and cross-arm assembly
2. The following pole technologies shall not be accepted:
 - Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted due to



potential for internal and external corrosive reaction to the soils and long-term performance concerns.

- Square static cast concrete poles shall not be accepted.
3. Lighting systems shall use anchor bolt foundations.
 4. Supplier shall supply all drivers and supporting electrical equipment.
 - Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure.
 5. Supplier shall provide surge protection at the pole equal to or greater than 40kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
 6. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
 7. All luminaires, visors and cross-arm assemblies shall withstand 130 MPH winds and maintain luminaire aiming alignment.
 8. Supplier shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.
 - Integrated grounding via concrete encased electrode grounding system.
 - If grounding is not integrated into the structure, the Supplier shall supply grounding electrodes, copper down conductors and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

d. Safety

All system components shall be UL Listed for appropriate application.

3. ELECTRICAL PARAMETERS

Electric Power Requirements for the Sports Lighting Equipment

- a. Electric power: 3 Phase, 230V, 60 Hz
- b. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three percent (3%) of the rated voltage

4. CONTROL

Instant On/Off Capabilities: System shall provide for instant on/off luminaires.

5. LIGHT SPECIFICATIONS

a. Light Posts

Number of Posts	4 posts with 130 MPH wind speed (4.2m ²)
Post Height	33.5 meters



Material	Galvanized with painting GR65
Pole Diameter	Top: 550 mm; Bottom: 1,220 mm
	Two Sections, Steel
Thickness	10 mm (top) and 14 mm (bottom), including anchor bolts and ladder

b. Lights

Number of Lights	108 units, 1500W LED Sports Lights
Number of Lights/Pole	27 units per pole
Illuminance	Switch 1 – 300 lux
	Switch 2 – 500-800 lux
	Switch 3 – 1,500-2,000 lux (for TV Coverage)

6. **SOIL QUALITY CONTROL**

It shall be the Supplier's responsibility to notify the QCG if soil conditions other than those on which the foundation design is based, or if the soil cannot be readily excavated. Supplier may issue a change order request / estimate for the QCG's approval/payment for additional costs associated with:

- a. Foundation calculations signed and sealed by a Philippine-licensed engineer, limited solely to the installation of the supplied pole system;
- b. Additional materials required to achieve alternate foundation; and
- c. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

7. **FIELD QUALITY CONTROL**

a. **Illumination Measurements**

Upon substantial completion of the project and in the presence of the QCG and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.

b. **Field Light Level Accountability**

- Light levels are guaranteed to not fall below the target light levels for the entire warranty period of 10 years.
- The Supplier shall be responsible for an additional inspection one year from the date of commissioning of the lighting system and will utilize the light meter in the presence of the QCG. Light meter must be calibrated.
- The Supplier will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities. The Supplier will be held responsible for any damage to the fields during these repairs.

8. **TECHNICAL SUBMITTALS**

All submitted documents shall be based on manufacturer standards and shall not be considered professional engineering or architectural design outputs. Additional requirements for Bid Submission:

- a. Installation Manuals, lighting brochures or similar documents guaranteeing 10 years Warranty;



- b. Certification from Manufacturers guaranteeing exclusivity for the project; and
- c. Certification from Manufacturers guaranteeing 10-Year Warranty for the project.

9. INSTALLATION

The Supplier shall perform the following, but not limited, to scope of works, in **ONE HUNDRED (100) Calendar Days**:

- a. Supply labor, material, equipment and other requirements deemed necessary for the implementation of the project.
- b. Obtain all necessary information as to risks, contingencies and other circumstances which may affect the works. They shall prepare and submit all necessary documents specified by the QCG to meet all regulatory approvals specified in the contract documents.
- c. Prepare and secure approval of the QCG for all the materials, methodologies and illumination design prior to installation.
- d. Execute the installation activities to complete the project in accordance with the approved technical specifications in the highest degree of workmanship, integrity and professionalism.
- e. Secure compliance of the requirements of R.A No. 11058 or the Occupational Safety and Health Hazards Law, and its Implementing Rules and Regulations, and Department of Labor and Employment (DOLE) Department Order 198-18, specifically the Basic Components and Company Occupational Safety and Health (OSH) Program and Policy (DO 198, Chapter IV, Section 12).
- f. Ensure that the quality of materials to be furnished or work to be done shall be in accordance with the approved specifications. However, if specified materials are not available, the Supplier shall immediately propose, in writing, acceptable alternatives to the QCG.
- g. Comply with pertinent regulations and adopt safety measures, such as but not limited to: enclosures, shielding, covering, warning devices, off limits signs, etc.
- h. Coordinate and comply with the authorized representatives from the QCG who may, at any time, inspect the progress of the project and may issue a stoppage when the integrity, security and safety of the site and structures around the site is compromised.
- i. Carry out their duties and responsibilities as expeditiously as possible and shall begin, perform and complete their services so that the work progresses in accordance with the installation schedule and is finally completed by the date of final completion.
- j. Coordinate during the final inspection and use of the project, which will be conducted in the presence of authorized representatives of the QCG.



III. PERFORMANCE SPECIFICATIONS AND PARAMETERS

The Supplier shall ensure that the supply and installation of the sports lighting system for the International Standard 8-Lane Track & Field Oval and Football Field shall meet the minimum performance specifications and parameters herein set forth.

A. SUPPLY AND INSTALLATION STANDARDS, LEGAL AND TECHNICAL OBLIGATIONS

1. Lighting References

All lighting works shall comply with applicable international and local standards for sports field illumination, particularly but not limited to the following:

- a. World Athletics Track and Field Facilities Manual (2019) and related technical guidelines on sports lighting for athletics facilities;
- b. FIFA Quality Programme for Floodlights for Football Stadiums and FIFA Stadium Lighting Guide, which prescribe lighting levels, uniformity, and glare control for football fields;
- c. CIE Publication No. 83: Lighting for Sports Events and Television Broadcasting, issued by the International Commission on Illumination;
- d. IES Lighting Handbook and IES RP-6: Sports and Recreational Area Lighting, issued by the Illuminating Engineering Society; and
- e. IEC Standards applicable to luminaires, drivers, and electrical safety, including IEC 60598 (Luminaires) and related performance and testing standards.

2. Lighting Layout and Coverage

- Lighting shall provide full coverage of the athletics track, infield, football pitch, runways, jumping areas, and safety zones.
- No significant dark spots, shadowing, or over-illumination shall be permitted.
- Lighting spill and obtrusive light shall be minimized in accordance with CIE 150.

3. Electrical System and Power Supply

- Dedicated lighting circuits with proper load balancing
- Surge protection devices and grounding system
- Provision for emergency and backup power where applicable
- Compliance with the Philippine Electrical Code (PEC)

4. Control and Management System

- Centralized lighting control system with programmable modes (training, competition, maintenance, emergency)
- Remote monitoring and fault detection capability
- Energy-efficient dimming and scheduling features

5. Testing, Commissioning, and Certification

- On-site photometric measurements to validate illumination levels and uniformity
- Functional testing of all luminaires and controls
- Submission of test reports and compliance certificates
- Final acceptance subject to satisfactory performance verification



6. National and Local Building Codes

The Supply and Installation of the project shall comply with the latest versions of relevant Philippine laws, particularly, but not limited to, the following:

- National Building Code of the Philippines (PD 1096)
- Philippine Electrical Code (PEC)
- Fire Code of the Philippines (RA 9514) and its IRR
- Electrical Engineering Law (RA 7920)
- 2025 Green Building Ordinance of Quezon City and its IRR
- Other laws and regulations

7. Industry Standards

Materials, methodologies and workmanship shall be in accordance with the following, as applicable:

- Standards for materials testing and performance, including but not limited to standards for steel poles, anchor bolts, concrete, coatings, and corrosion protection
- IEC and ISO Standards, for electrical equipment, luminaires, drivers, cables, and control systems
- Philippine Electrical Code (PEC) and relevant electrical safety standards
- Manufacturer's Technical Specifications and Installation Manuals for sports lighting luminaires, poles, control systems, and accessories, which shall be strictly followed to maintain product warranties and performance certification
- CIE and IES Recommended Practices for sports lighting, aiming, commissioning, and verification

8. Health, Safety and Environmental Standards

The Supplier shall implement site safety, environmental, and occupational health measures in accordance with:

- Department of Labor and Employment (DOLE) Occupational Safety and Health Standards
- DENR environmental regulations, including waste management and pollution control
- Workplace safety and health programs under DOLE Department Orders
- Anti-hazard worksite controls, emergency response procedures, and proper material handling practices

IV. BID EVALUATION

1. Method of Procurement and Bid Evaluation

The procurement shall follow a Single-Stage Bidding Procurement for Goods. Bids shall be evaluated using a non-discretionary pass/fail criteria based on compliance with the technical specifications, documentary requirements and eligibility requirements prescribed under the Bidding Documents.

Only bids that pass the technical evaluation shall be subjected to financial evaluation. The bid with the Lowest Calculated Bid (LCB) that does not exceed the Approved Budget for the Contract (ABC) shall be recommended for award.



2. Qualifications

- a. The following shall be eligible to participate in the bidding for the supply of Goods, as stated in Section 52.4.1 of the IRR of RA 12009;
- Duty licensed Filipino citizens/sole proprietorships
 - Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - Cooperatives duly organized under the laws of the Philippines; or
 - Persons/entities forming themselves into a joint venture, provided that Filipino ownership or interest of the joint venture shall be at least sixty percent (60%).
- b. Additionally, the bidder shall:
- Have installed at least two (2) Sports Lighting Projects, with at least 50% of the cost of the ABC;
 - Have strong portfolio showcasing previous work/s, demonstrating specialization in lighting installation for sports facilities;
 - Knowledge on best and appropriate materials used in sports facilities; and,
 - Deploy qualified personnel sufficient to ensure proper delivery and installation of the goods. At a minimum, the following key personnel shall be assigned:

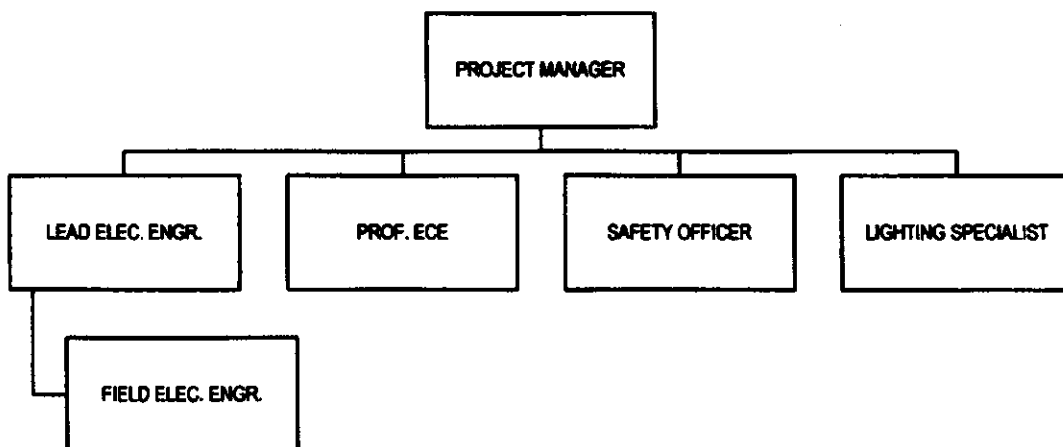
Key Personnel	Educational Attainment / Qualifications	Relevant Experience
One (1) Project Manager	<ul style="list-style-type: none"> - Bachelor's Degree in Engineering (Electrical or related field) - PRC-Licensed Engineer - Proven experience in managing infrastructure or sports facility projects - Knowledge of project management, safety standards, and government procurement procedures 	10
One (1) Lead Electrical Engineer	<ul style="list-style-type: none"> - Bachelor's Degree in Electrical Engineering - PRC-Licensed Professional Electrical Engineer (PEE) or Registered Electrical Engineer (REE) - Active member in good standing of IIEE - Experience in sports lighting and power distribution system 	10
One (1) Field Electrical Engineer	<ul style="list-style-type: none"> - Bachelor's Degree in Electrical Engineering - PRC-Licensed Electrical Engineer 	5



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	<ul style="list-style-type: none"> - Knowledge in lighting calculations, power distribution, and grounding systems 	
One (1) Professional Electronics and Communications Engineer (ECE)	<ul style="list-style-type: none"> - Bachelor's Degree in Electronics and Communications Engineering - PRC-Licensed ECE - Experience in sports lighting systems, control systems, and scoreboard/display integration - Ability to supervise installation, aiming, testing, and commissioning of lighting and electronic systems 	5
One (1) Safety Officer	<ul style="list-style-type: none"> - Bachelor's Degree in Engineering or allied discipline - DOLE-accredited Safety Officer (at least SO2) - Completed 40-hours Construction Occupational Safety and Health (COSH) Training - Knowledge of project safety standards, risk assessment and accident prevention - Experience in project site safety management 	5
One (1) Lighting Specialist	<ul style="list-style-type: none"> - Bachelor's Degree in Electrical Engineering or related field - Knowledge of luminaire installation and aiming, electrical safety standards 	5



The Supplier may deploy additional personnel as necessary, at its own expense, to ensure timely and satisfactory completion of the project.



V. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract (ABC) of the Supply and Installation of Sports Lighting Facilities of International Standard 8-Lane Track & Field Oval and Football Field at Amoranto Sports Complex is included in the Annual Procurement Plan (APP) of the Quezon City Government amounting to **SEVENTY MILLION, SIX HUNDRED TWENTY THOUSAND PESOS AND 00/100 ONLY (Php 70,620,000.00)**. The approved budget includes the cost of all taxes, such as but not limited to value added levies and duties. Any and all taxes, charges, imposts and other legal exactions due or that may become due under this contract shall be for the account of the Supplier. QCG shall withhold applicable withholding taxes, if any, from its payment to the Supplier in accordance with the requirements of the law.

The project cost shall be fixed and there shall be no price adjustments applicable for the duration of the contract. Contract price escalation, if applicable, shall be subject to the provisions of RA 12009 and its IRR and shall require prior approval in accordance with applicable procurement regulations..

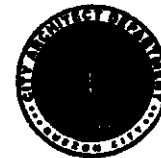
VI. PROJECT DURATION

The Total Project Duration shall be a maximum of **ONE HUNDRED (100) Calendar Days** upon receipt of Notice to Proceed.

VII. TERMS OF PAYMENT

All payments to the Supplier shall be processed and released within a reasonable period following the submission of complete and satisfactory documentation. All payments shall be subject to the provisions of Section 71.1 of the IRR of RA 12009.

DELIVERABLES	% OF CONTRACT PRICE
Implementation	
1 st billing – Supply and delivery of all sports lighting equipment, poles, cabling, lighting modules, control systems and other necessary hardware components specified in the contract documents and technical specifications	30%
2 nd billing – Complete installation, mounting of lighting poles and fixtures, electrical wiring, trenching, conduits, grounding and all associated installation works required for the sports lighting system	40%
3 rd billing – Functional testing of installed lighting system including power tests, illumination level measurements, commissioning reports and certification by the supervising engineer/authorized representative of QCG	20%



4 th billing – Final handover including as-built documentation, warranties, operational manuals and issuance of Final Acceptance by QCG	10%
Total	100%

VIII. WARRANTY

The Supplier shall provide the following warranties:

a. Manufacturer's Warranty

A warranty shall be provided for luminaires, drivers, control systems, and all related equipment for a minimum period of ten (10) years, or for the period specified by the manufacturer, whichever is longer. Each manufacturer shall supply a signed warranty covering the entire lighting system for 10 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather condition events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or products made by other manufacturers.

b. Maintenance

The Supplier shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 10 years from the date of final acceptance by QCG. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted.

c. Warranty and Defects Liability Period

The Supplier warrants that all supplied and installed components of the lighting system shall be free from defects in materials, workmanship, and performance for a period of one (1) year from final acceptance by QCG. The one (1) year Defects Liability Period is separate and without prejudice to the ten (10) year manufacturer's warranty. During this period, any defects identified by QCG shall be repaired, replaced, or rectified by the Supplier at no additional cost. Should the Supplier fail to correct any defect within the period specified by QCG, QCG may engage another party to perform the necessary corrections and recover all associated costs from retention, warranty security, or any other payments due to the Supplier. The Warranty and Defects Liability Period shall not cover normal wear and tear, improper use or maintenance by QCG, unauthorized modifications or repairs, or events beyond the Supplier's control, including force majeure. For critical electrical components or structural elements of the lighting poles, the Supplier shall remain liable for defects beyond the standard one-year period if specified in the project requirements.

d. Project Completion

All manufacturer warranties shall be transferred to the QCG upon project turnover.



IX. GENERAL CONDITIONS

- a. The Supplier warrants that it shall conform strictly to the terms and conditions of these terms of reference, including abiding by best practices and respecting standards and guidelines of international agencies, bodies, and organizations.
- b. The Supplier's employees shall strictly follow the rules and policies in the operation of the Amoranto Sports Complex.
- c. The Supplier shall comply with the laws governing employees' compensation, Phil Health, Social Security and labor standards.
- d. The Supplier'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 standards and established safety regulations, rules and practices.
- e. The Supplier shall report to the QCG any conditions which may prevent it from performing the work according to requirements.
- f. The Supplier shall conduct site verification prior to delivery to ensure compatibility of the lighting system with existing facilities.
- g. The Supplier shall maintain a safe and orderly work area during installation and shall store its materials, equipment and tools in one place of the site. This area shall be coordinated with the QCG and Amoranto Sports Complex.
- h. The Supplier shall coordinate with QCG for power tapping points and shall perform electrical interconnection works limited to the lighting system.
- i. The Supplier shall not assign, transfer, pledge any part or interest in this project. Subcontracting, however, may be allowed provided that the former shall retain responsibility for the full compliance of all applicable provisions of this TOR.
- j. The Supplier shall be liable for any loss, damage, or injury as may be due directly through the fault or negligence of its personnel. It shall assume sole and exclusive responsibility therefore, and the Amoranto Sports Complex shall be specifically released from any responsibility arising therefrom.
- k. The Supplier shall assume responsibility for the following:
 - Installation Workmanship for mounting systems, poles and electrical connections: one (1) year warranty
 - Training of initial personnel and one (1) year consultation on training guides



X. CAVEAT

This Terms of Reference is issued solely for the purpose of the Procurement of Goods, specifically for the supply, delivery, installation, testing, commissioning and warranty of sports lighting equipment at the Amoranto Sports Complex. Procurement shall be governed by Republic Act No. 12009 and its IRR applicable to the procurement of Goods. All incidental installation works shall form part of the goods contract and shall not be construed as a separate infrastructure project.

XI. CANCELLATION / TERMINATION OF CONTRACT

The rules for cancellation or termination of contract shall be governed by the provisions of Section 71.4 "Termination of Contracts for the Procurement of Goods, Infrastructure Projects and Consulting Services" in the IRR of RA 12009.

- a. For Termination for Breach of Contract, the QCG may terminate when the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the QCG, pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price, consistent with the provision of the IRR of RA 12009 on liquidated damages. The QCG may impose appropriate sanctions therein.
- b. For Termination due to Force Majeure, the QCG may terminate the contract and impose liquidated damages when, as a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days, or earlier, as deemed necessary by the QCG, after receipt of written notice from QCG stating that the circumstance of force majeure is deemed to have ceased.
- c. For Termination for QCG's convenience, the QCG may send notice to the Supplier for termination of Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially or technically impractical or unnecessary:
 1. If physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible, as determined by QCG;
 2. The QCG has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws and government policies;
 3. Funding for the project has been withheld or reduced by higher authorities through no fault of the QCG; or
 4. Any circumstance analogous to the foregoing.
- d. For Termination for Unlawful Acts, the QCG may terminate the contract in case it is determined prima facie that the Supplier, including any joint venture partner therein, has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. These unlawful acts include, but are not limited to, the following:
 1. Corrupt, fraudulent, collusive and coercive practices
 2. Drawing up or using forged documents;
 3. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or trade; or



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4. Any other act analogous to the foregoing.

The QCG shall terminate the contract only by written notice to the Supplier, and the notice shall state:

1. That the contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds constituting the same;
2. The extent of termination, whether in whole or in part;
3. An instruction to the Supplier to show cause as to why the contract should not be terminated; and
4. Special instructions, if any.

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