

TECHNICAL SPECIFICATIONS
FOR THE PROCUREMENT OF ERC
METER SEALS FOR ACCEPTANCE TEST

A. RATIONALE

The Consumer Affairs Service (CAS) is primarily responsible in handling consumer complaints and ensuring the adequate promotion of consumer interests pursuant to Section 41 of the EPIRA or Republic Act No. 9136. It is also responsible in ensuring the accuracy of watt-hour meters used by all distribution utilities under the jurisdiction of the Commission pursuant to Section 16 (d), (e), (f) and (g) of Commonwealth Act No. 146 otherwise known as the Public Service Act, to wit:

(d) To fix just and reasonable standards, classification, regulations, practices, measurements, or service to be furnished, imposed, observed and followed thereafter by any public service.

(e) To ascertain and fix adequate and serviceable standards for the measurement of quantity, quality, pressure, initial voltage and other condition pertaining to the supply of the products or service rendered by any public service, and to prescribe reasonable regulations for the examination and test of such product or service and for the measurement thereof.

(f) To establish reasonable rules, regulations, instructions, specifications, and standards, to secure the accuracy of all meters and appliances for measurement.

(g) To compel any public service to furnish, safe, adequate and proper service as regards the manner of furnishing the same as well as the maintenance of the necessary material and equipment.

Likewise, Section 2.11.3 of Resolution No. 2, Series of 2010 states that “No meter shall be placed in service unless it has been tested, certified and sealed by the ERC.” The meter seal attached to the meter by the ERC is a warranty (1) that the meter is an acceptable or accepted type, and (2) that it operates within the allowable limits of tolerance.

B. OBJECTIVE

The required ERC meter seal in every kilo-watthour meter is in compliance with the regulatory requirements prescribed under Section 16 of CA 146 and Resolution No. 2, Series of 2010 in order to ensure that all kilowatt-hour meters are tested, certified and sealed by the Commission before they are put in service for the consumer protection. These kilowatt-hour meters shall be used as revenue metering for all type of consumers of distribution utilities. Thus, CAS will continue with the procurement of meter seals to comply with the requirement of the CA 146 and Resolution No. 2, Series of 2010.

C. RESPONSIBILITIES OF THE WINNING BIDDER

The following are the responsibilities/obligations of the winning bidder:

1. It shall be responsible for the safe-keeping of the items until it reaches the final destination;
2. Delivery of the items to the designated destination not later than the date specified on the Schedule of Delivery;
3. Secure from the proper agencies the necessary documentation for the transportation/freight of the items to the ERC Main Office in Pasig City and Regional Offices in the Cities of Cebu and Davao;
4. Coordinate with the ERC General Services Division (GSD) and the Meter Division (MD) at least three (3) days before the delivery; and
5. It shall be responsible for any damage and/or loss of the items while in transit to its points of destination.

D. RESPONSIBILITY OF THE ERC

1. Acknowledge receipt of item including pertinent details such as quantity, date and condition of the items received;
2. Prepare payments due to the Winning Bidder after each delivery to the Main and Regional Offices; and
3. Return Performance bond to the Winning Bidder after it had complied with the requirements.

E. SCHEDULE OF DELIVERY

The Winning Bidder should deliver the Items at the specified ERC Office not later than the date specified in the Schedule of Delivery.

F. SPECIFICATIONS OF THE METER SEALS FOR ACCEPTANCE TEST

- Quantity : 1,230,000 pieces
- Material : Polycarbonate material, Industrial Outdoor type, suitable for temperature up to 110°C
- Color : Transparent Orange Color
- Seal Type : Anchor-type with three sets of locking arrow head
Unbreakable bridge connecting the body and the arrow head
- Markings : Embossed new ERC logo on the seal's body
Special Embossed Marking
- Body Dimensions : Length shall not be more than 30mm
Width shall not be more than 13mm
Thickness shall not be more than 6mm
- Sealing Wire : Copper material with Length shall not be less than 19cm;
Size #24AWG with #26AWG spiral twisted over it
- Seal Serial Numbers: Ten Digit Laser Printed Serial Numbers, Black Ink, Font Size No.12 Arial, with corresponding Barcode Against White Background
Series starting from 20V0000001 to 20V0050000
Series starting from 20M0050001 to 20M0100000
Series starting from 20L0100001 to 20L1230000
- Packaging : Supplied in mat form with five (5) pieces per mat
Delivered in boxes with One Thousand (1,000) pieces per box

G. MODE OF PROCUREMENT

The procurement shall be undertaken through Public Bidding pursuant to RA No. 9184 and its 2016 Revised IRR.

H. FUND SOURCE and APPROVED BUDGET FOR THE CONTRACT (ABC)

1. The fund for this engagement shall be sourced from the General Appropriation Act (GAA) for the fiscal year 2020 of the ERC.
2. The ABC for the project is **SEVEN MILLION, THREE HUNDRED EIGHTEEN THOUSAND, FIVE HUNDRED PESOS (PhP7,318,000.00)**, inclusive of Importation Fees, Freight Forwarding and Delivery Costs, Incidental and Administrative Costs, and Government Taxes and other Tariffs / Charges

I. PAYMENT SCHEME / SCHEDULE

1. The Total Contract Price which should not exceed the ABC of **SEVEN MILLION, THREE HUNDRED EIGHTEEN THOUSAND, FIVE HUNDRED PESOS (PhP 7,318,000.00)** shall be divided into three (3) payments. Each payment shall be released not less than fifteen (15) days after the completion of each delivery of the items at the ERC Main office and Regional Offices.
2. Since all the above payments shall be subject to the usual government accounting and auditing requirements, the Winning Bidder is expected to be familiar with the Government Accounting and Auditing Manual (GAAM).

J. LIQUIDATED DAMAGES

1. Where the Winning Bidder refuses or fails to satisfactorily complete the delivery within the specified contract time, plus any extension time duly granted and is hereby in default under the contract, the Winning Bidder shall pay ERC for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of the contract, equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay.
2. Entitlement to such liquidated damages, ERC need not prove the damages actually incurred. Said damages in any amount shall be deducted from any money due or which may become due the service provider under the Contract and/or collect such liquidated damages from the retention money or other securities posted by the service provider at the ERC's convenience.

K. INTELLECTUAL PROPERTY

1. The Winning Bidder shall cause the manufacturer to execute a Sworn Statement that they shall not produce similar seal intended for use in the Philippines in violation of the Intellectual Property Code; and

2. The Winning Bidder shall execute a Sworn Statement that they shall not sell seals with similar design and color in the Philippines in violation of the Intellectual Property Code.

L. RESERVATION CLAUSE

The Energy Regulatory Commission (ERC) reserves the right to reject any and all bids, declare a failure of bidding or not award the contract at any time prior to contract award in accordance with Section 41 of R.A. 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

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