

TECHNICAL SPECIFICATIONS

FOR THE PROCUREMENT OF

SINGLE PHASE STANDARD TESTER FOR ONLINE TESTING

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 kilowatt-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.

Section 2.4 of Resolution No. 14, Series of 2009, states that “Sample meters pulled-out for testing at the Meter Shop shall be preserved by the DU for ERC’s validation purposes. Sample meters tested at the customers’ premises shall be retained in service and shall likewise be subject to ERC validation”. The ERC shall issue a certification extending the validity of the meters’ conformity for another two (2) years.

B. OBJECTIVE

The Consumer Affairs Service (CAS) objective is to augment the inventory with the procurement of Single Phase Standard Tester for Online Testing to continue the conduct of ERC's validation process of the DU's in-service meters. For this reason, the Meter Division (MD) endeavored to cause the procurement of an equipment that would ensure testing of in-service meters and shall not exceed the allowable tolerance as set by the Commission.

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. Provide After Sales Service and Technical support within seven (7) days for minor issues and within ninety (90) days for major issues. Likewise, the winning bidder must keep an inventory of the spare consumable parts of the equipment;
3. Provide an updated Calibration Certificate traceable to ILAC-MRA upon delivery of the equipment;
4. Hands-on Training to a minimum of five (5) Meter Division Personnel within one (1) month from delivery, or within two (2) weeks from the lifting local travel restriction;
5. Coordinate with the ERC General Services Division (GSD), the Meter Division (MD) at least three (3) days before the date of delivery; and
6. Provide Certificate of Warranty for One (1) Year (at least).

D. RESPONSIBILITIES OF THE ERC

1. Acknowledge receipt of item, after testing and acceptance by the ERC Technical Property Inspection Committee (TPIC), including pertinent details such as quantity, date and condition of the items received;
2. Prepare payments due to the Winning Bidder after the delivery of the test equipment, including the updated Calibration Certificate to ERC Main Office - Meter Division; and

3. Return the Performance bond to the Winning Bidder after it had complied with the requirements and pursuant to RA 9184 and its 2016 Revised-IRR.

E. SCHEDULE OF DELIVERY

The Winning Bidder should deliver the Equipment, including the updated Calibration Certificate, at the ERC Main Office, located at Pacific Center Building, 33 San Miguel Ave., Ortigas, Pasig City or Exquadra Tower Building, Exchange Road, Ortigas Center, Pasig City (subject to prior written notice in case of transfer) **within ninety (90) calendar days from receipt of the Notice to Proceed (NTP).**

F. SPECIFICATIONS OF THE SINGLE PHASE STANDARD TESTER FOR ONLINE TESTING (EQUIPMENT AND INCLUSIONS)

One (1) set Single Phase Standard Tester for Online Testing with the following specifications:

Power Supply: 220 – 260 VAC, 50/60Hz

Rechargeable Battery Operation up to 3.5 Hours

System Accuracy: 0.05% (Guaranteed)

Measurement Ranges

Current	:	100 mA ~ 12 A or better
Voltage	:	100 mV ~ 270 V or better
Frequency	:	50/60 Hz
Phase Angle	:	0° ~ 359.99°
Power Factor	:	-1.0 ~ +1.0

Programmable Pulse Output

Clamp w/ lockable plug system

Complete set of stackable current & potential leads wires

Complete set of connectors & accessories

Optical & Visible Light Scanning Heads

Capable of Automatic %Error Calculation

Power Supply Cable

Hard Case

User Instruction Manual

Warranty: At Least One Year (Warranty Certificate)

After Sales Service and Technical Support

Updated Calibration Certificate traceable to ILAC-MRA (upon delivery)

Delivery of the Equipment should be within Ninety (90) calendar days from receipt of the Notice to Proceed (NTP)

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

1. The fund for this engagement shall be sourced from the **Current Appropriations for the fiscal year 2022 of the ERC.**
2. The Approved Budget for the Contract (ABC) for the project is **TWO MILLION EIGHT HUNDRED THOUSAND PESOS (PhP2,800,000.00)**, inclusive of all government taxes, and other fees and charges.

I. PAYMENT SCHEME

1. The Total Contract Price which should not exceed the ABC of **TWO MILLION EIGHT HUNDRED THOUSAND PESOS (PhP2,800,000.00)**. Payment shall be released **within thirty (30) calendar days** after the completion of delivery of the items at the ERC Main office and final acceptance including the Calibration Certificate issued by the ILAC-Accredited laboratory.
2. Since the above payment 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. ACCEPTANCE/REJECTION PERIOD

Testing/Inspection and Acceptance or Rejection: Within 15 calendar days from the actual delivery date, the ERC authorized representative shall test and inspect the equipment and indicate in the Inspection and Acceptance Report that equipment is in accordance with the required specifications, or if not, indicate in the said Report that there are parts or functionalities that need to be replaced or adjusted. The supplier shall be given a reasonable number of days to make the necessary replacement or adjustment. After which, the ERC authorized representative shall test and inspect the equipment again and either issue an Inspection and Acceptance Report stating that the equipment is in accordance with the specifications, or Reject the equipment if it is not found compliant with the required specifications

K. LIQUIDATED DAMAGES

1. Where the service provider refuses or fails to satisfactorily complete the work within the specified contract time, plus any extension time duly granted and is hereby in default under the contract, the service provider 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. The maximum deduction shall be ten percent (10%) of the amount of the contract, of which ERC shall have the discretion to terminate the contract without prejudice to any other action or remedy it may take to recover the losses incurred as a result of the service provider's failure/non-performance, including but not limited to forfeiture of performance security and/or blacklisting of the latter.
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.

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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