

**TECHNICAL SPECIFICATIONS**  
**FOR THE PROCUREMENT OF**  
**PHANTOM LOAD (SINGLE PHASE PORTABLE CURRENT**  
**SOURCE EQUIPMENT)**

**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 wathhour 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.

The accuracy reliability of meter test will ultimately provide consumer protection in terms of accuracy on kilowatt-hour registration of their electricity consumption. To ensure the optimum accuracy of kWhr meters being used by regulated entities, these revenue meters installed at the consumers' premises are tested on-site with the use of portable testing equipment. A set of testing equipment comprises of a standard meter and a stable current-producing equipment or a phantom current loader. Presently, ERC Main Office has five (5) operational single phase phantom loader. Its only operational loader is integrated with its test table. Ideally, the ratio of meter standard and current source equipment is one is to one (1:1).

## **B. OBJECTIVE**

The objective of the Consumer Affairs Service (CAS) is to increase the number of operational single phase portable current source equipment and to achieve the ideal ratio of one (1) Meter Standard is to one (1) Current Source Equipment (1:1). This will also augment the inadequate testing equipment inventories of the Commission's field offices.

## **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 (ERC MAIN);
2. Provide After Sales Service and Technical Support within five (5) years or within the economic life of the equipment;
3. Provide Technical support and conduct repairs 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;
4. Hands-On-Training to a minimum of five (5) Meter Division Personnel to be conducted in the said site, within one (1) month from acceptance, or within two (2) weeks from the lifting of local travel restriction, if any;
5. Coordinate with the ERC General Services Division (GSD), the ERC Main Office - 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 to ERC Main Office and acceptance of the items; and

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

#### **E. SCHEDULE OF DELIVERY**

The Winning Bidder should deliver the Equipment 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. SPECIFICATION OF THE PHANTOM LOAD (SINGLE PHASE PORTABLE CURRENT SOURCE EQUIPMENT)**

**One (1) set** Single Phase Portable Current Source Equipment

1. Single Phase Input Power Supply: 100 ~ 260 VAC, 60HZ or better
2. Current Output : 100 mA ~ 30 Amps or better
3. Phase Angle : 0° ~ 359.9° (variable)
4. Power Factor : -1.0 ~ +1.0
5. Complete set of Test Cables & Accessories
6. Operation Manual (Hard and Soft Copy)
7. Power Supply Cable
8. Hard Casing
9. Warranty Certificate (at least One Year)

#### **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 FIVE HUNDRED THOUSAND PESOS (PhP2,500,000.00)**, inclusive of all government taxes, and other fees and charges.

## **I. PAYMENT SCHEME**

1. The Total Contract Price should not exceed the ABC of **TWO MILLION FIVE HUNDRED THOUSAND PESOS (PhP2,500,000.00)**. Payment shall be released within thirty (30) days after the completion of delivery of the items at the ERC Main Office and final acceptance.
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).

## **II. 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.

## **H. 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.

## **I. 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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