|  |
| --- |
| **Buyer Specific Additional terms and conditions (ATC)**Bid against subject package “**Procurement of Phasor Data Concentrator for WAMS lab to develop PMU based Real Time Protection and Control Applications for various complex Power System Hardware-In-Loop (HIL) studies; GeM Bid No.: GEM/2022/B/1870790”** is invited from the following manufacturers/OEMs on Limited Tender basis.1. M/s Schweitzer Engineering Laboratories Private Limited
2. M/s ABB Power Products and Systems India Limited
3. M/s GE T&D India Ltd.
4. M/s Siemens Limited
5. M/s Valiant Communications Limited
 |

1. Bidders shall supply Phasor Data Concentrator as per the Technical specifications provided by the Buyer/Employer in the bidding documents.
2. Bidders are requested to follow GeM terms and conditions (GTC) and it will govern the bidding conditions
3. Bidders are requested to quote the price in GeM portal itself and BOQ provided in bid document is just for information. The quoted price shall include all the costs for the entire scope of work including taxes and duties and be firm for entire duration of contract. Successful bidder shall have to provide complete breakup of the quoted price in the required price bid BoQ format before award of contract.
4. **Bidders shall not upload the BOQ with price details in technical part otherwise, technical bid will be rejected.**
5. Bid Security in the form and price of **INR 48,464.00** shall be submitted to the Employer as per the terms and conditions of Bidding Documents.
6. Bidder must read and understand the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding “Restriction under Rule 144(xi) of General Financial Rules” and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding “Exclusions from Restriction under Rule 144(xi) of General Financial Rules” issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively “DoE Order’’] and any subsequent modifications/Amendments, if any.

Bidder should have read the clause regarding restrictions on procurement from a ‘Bidder of a country which shares a land border with India’ and on sub-contracting to contractors from such countries. Any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of Bidding Documents and/or POWERGRID’s policy and procedures. The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format (***Refer Form No.2***).

1. Further, the firm has to be a ‘Class-I local supplier’ or ‘Class-II local supplier’ as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with ‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector’ order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any

**Presently, the local content requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%. For ‘Class-II local supplier’, the ‘local content’ requirement is minimum 20%.**

Firms who are not ‘Class-I local supplier ‘or ‘Class-II local supplier’ shall not be eligible to bid.

In line with the PPP-MII Order and MoP Order, the bidder shall submit the Affidavit of self-certification, in original, indicating the percentage of Local Content and certifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order, on a non-judicial stamp paper of Rs. 100/- as per format given in bidding documents.

Further, Self certification submitted by the Bidder may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact.

Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate.

Further, In line with Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order), and ‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector’ order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power (MoP Order) and any subsequent modifications/Amendments, if any, ‘Class –I local suppliers’ shall be eligible for purchase preference as follows:

1. For the purpose of purchase preference under the PPP-MII Order

‘Local Content’ means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

‘Class –I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-I local supplier’. Presently, the local content requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%.

 ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement meets the minimum local content as prescribed for ‘Class-II local supplier’ but less than that prescribed for ‘Class-I local supplier’. Presently, for ‘Class-II local supplier’, the ‘local content’ requirement is minimum 20%.

The lowest evaluated bid shall be denoted as L1.

‘Margin of Purchase Preference’ means the maximum extent to which the price quoted by a ‘**Class –I local supplier’** may be above the L1 for the purpose of purchase preference. Presently, this margin shall be 20%.

1. If L1 bid is from a **‘Class –I local supplier’**, the contract will be awarded to L1.
2. If L1 bid is not from a **‘Class –I local supplier’**, the lowest evaluated bidder among the **‘Class –I local suppliers’** based on the price will be invited to match the L1 price subject to ‘**Class –I local supplier’s’** Evaluated Bid Price falling within the Margin of Purchase Preference i.e. +20% of L1 and the contract shall be awarded to such ‘**Class –I local supplier’** subject to matching the L1 price.
3. In case such lowest eligible **‘Class –I local supplier’** fails to match the L1 price, the eligible **‘Class –I local supplier’** with the next higher bid within the Margin of Purchase Preference as brought at (iii) above, shall be invited to match the L1 price, and so on, and the contract shall be awarded accordingly.
4. In case none of the **‘Class –I local supplier’** within the Margin of Purchase Preference matches the L1 price, then the contract shall be awarded to the L1 bidder.
5. **‘Class-II Local supplier‘s will not get purchase preference**.
6. The **‘Class –I local supplier’/‘Class-II Local supplier‘** shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for ‘Class –I local supplier’/‘Class-II Local supplier‘, as the case may be and shall give details of the location(s) at which value addition is made. False declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact/violation of bidding conditions and action shall be taken in line with provisions of the subject Order. Further, in case of price reduction while agreeing to match L1 price pursuant to the purchase preference extended, the revised prices shall be quoted ensuring that classification of the bidder (‘Class –I local supplier’/‘Class-II Local supplier‘, as the case may be) remains unchanged.
7. Bidders, who are executing contract(s) or has executed contract(s) in the past for the Employer (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below:

| Sr. No. | Event  | Period for which bid(s) shall be considered as non-responsive/ not eligible |
| --- | --- | --- |
| 1. | Termination of Contract due to Contractor’s default | 1 year |
| 2. | Encashment of CPG due to non-performance | 1 year |
| 3. | Repeated failure of major Equipment while in service  | 1 year |
| 4. | Substantial portion of works (more than 50% of the Contract\*) is sub-contracted, under an existing Contract | 1 year |
| 5. | More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor | 1 year |
| 6. | Firm has been referred to NCLT under Insolvency & Bankruptcy Code *(IRP has been appointed or Liquidation proceedings have been initiated under IBC)*  | Till the firm comes out of Resolution process |

*\*For the purpose of working out 50% of the Contract, following shall be taken into account:*

*(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.*

*(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.*

The Employer shall be the sole judge in this regard and the Employer’s interpretation on the aforesaid event(s) shall be final and binding.

1. Bidder shall have to fill and upload the following forms along with their bid:
2. Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order, to be submitted on a non-judicial stamp paper of Rs. 100/- (***Refer Form No.1***)
3. Certification by the Bidder as per DoE Order (***Refer Form No.2***)
4. Declaration of Key Managerial Person jointly with Power of Attorney holder. (***Refer Form No.3***)
5. Declaration by the bidder regarding events encountered as mentioned at point no 9 above (***Refer Form No.4***)
6. Declaration regarding Social Accountability (***Refer Form No.5)***
7. Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products to be submitted on a non-judicial stamp paper of Rs. 100/- (***Refer Form No.6***)

Vide Notification dated 8th May 2017 and its revision dated 29th May 2019 by Ministry of Steel has published “Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement”.

The bidder shall comply with the guidelines specified in the policy, including subsequent amendments/ modifications, if any.

In line with the aforesaid policy mentioned above, the bidder shall submit the Affidavit of self-certification, to POWERGRID declaring that the Iron & Steel Products as specified in the aforementioned Policy used for manufacturing / supply of Goods under the package are domestically manufactured in terms of the domestic value addition prescribed in the policy, on a non-judicial stamp paper of Rs. 100/-.

In case the Iron & Steel Products are sourced by the bidder, then the Affidavit of self certification shall be issued by the bidder.

Further, violation to minimum prescribed domestic value addition or misrepresentation of facts by the bidder in this regard shall be dealt in line with provisions of the bidding documents.

1. During proposal evaluation, the Employer may, at its discretion, ask the Bidders for a clarification of its proposal. In case of erroneous/non submission of documents related to/identified in Sub-Clause 10 above submitted by the Bidders as per the provisions of the bidding Documents, the Employer may give the bidders not more than 03 working days’ notice to rectify/furnish such documents, failing which the proposal shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the proposal shall be sought, offered or permitted. Further, Successful bidder shall have to submit the original documents pertaining to forms mentioned at (a), (b) and (f) at the Employer/Buyer address mentioned below before award of contract.

Address of the Employer/Buyer:

Kind Attn.: Sr. General Manager/ Chief Manager/Dy. Manager (CS-G3)

Power Grid Corporation of India Limited

‘Saudamini’, 3rd Floor, Plot No.-2,

Sector-29 Gurgaon (Haryana) - 122001.

(Thru Board) +91-124-282- 2397/2366/2347

1. The duration of the contract shall be **10 weeks** from the date of award.
2. Loss of or Damage to Property, Accident or Injury to Workers, Indemnification:

The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney’s fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.

If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability mentioned above, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

1. **Taking Over:**

Upon receipt of the material at site and after verification of the same and on successful completion of Installation, testing & Commissioning, the Employer shall issue to the Contractor a taking over certificate as a proof of the final acceptance of the Goods.

1. **Terms of payment**
	1. **Supply of Goods:**

**Progressive payment:**

80% (Eighty percent) of the Ex-works price component of the contract shall be paid on receipt of Goods at site and on submission of GST invoice supported by the Material Acceptance Certificate/ consignee receipt-cum-acceptance certificate (CRAC) issued by the Buyer’s representative, Warranty Certificate and Contract Performance Guarantee.

**Final payment:**

Balance twenty percent (20%) of the Ex-works price of the Goods shall be paid on successful installation/demonstration, commissioning of Equipment at Buyers location given in bidding documents and on submission of taking over certificate.

* 1. **Freight and Insurance Charges:**

Freight and Insurance charges shall be paid to the Contractor after receipt of Goods at site and production of the invoices by the Contractor. It is the Buyer's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit insurance, loading and unloading by the Bidder to the Buyer, GST is not payable. The Bidder is, however, advised to check the position from their own sources. If payable, the same shall be to the Bidder‟s account and Buyer shall not reimburse any GST on this account.

* 1. **Training charges:**

Training Charges shall be paid on successful completion of training and on approval of the same by the Buyer and on furnishing GST invoice for the Training Charges.

* 1. **Payment towards Taxes and Duties:**
1. In case of Ex-works supply of goods, GST shall be reimbursed along with progressive payment on dispatch
2. GST on Training charges shall be reimbursed on successful completion of Training.
3. **Mode of Payment**

The Employer shall make payments promptly within thirty (30) days of submission of an invoice/claim by the Contractor, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any.

All payments to be made directly to the Contractor by POWERGRID through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the contract. E payment Performa shall be given to successful bidder for one time registration with POWERGRID in order to facilitate direct payment of running bill to Your Bank account.

Income Tax and other statutory levies as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the contractor. POWERGRID shall affect TDS as per the rules / statutory requirements and issue TDS certificate.

1. **Bill Tracking System**

Prior to submission of bills in physical form, the Contractor shall submit its bills using POWERGRID’s Vendor Bill Tracking System as per procedure detailed herein below. Further, the Contractor may also track the status of its bills using POWERGRID’s ‘Online Vendor Bill Tracking System’. To use this system the Contractor is required to get itself registered once online at POWERGRID’s ERP Portal with the link URL (https://etender.powergrid.in). Once registered, the Contractor may track status of bills submitted, passed and paid by POWERGRID’s Corporate Centre and Regional Office(s) under this Contract and other Contracts awarded on it by POWERGRID by following the method detailed herein below:

a) Once registered, the Contractor can log-in to POWERGRID’s Vendor Bill Tracking System (BTS) with Vendor Log-In ID and Password.

b) After login as at (a) above, Contractor is required to make the entry on POWERGRID’s ERP Portal under the tab “Submit New Invoice” and shall fill all details along with the MSE status. Upon submission, a 16 digit unique BTS number will be generated and the Contractor will receive an automated e-mail forwarding the unique BTS number.

c) The physical bills alongwith printed copy of e-mail received from BTS (unique BTS number) shall be submitted by the Contractor.

d) On receipt of physical bill, concerned POWERGRID’s official shall online acknowledge the receipt of bill. This action will trigger an automated mail to the Contractor intimating that the physical copy of the bill has been received and is under verification / processing. However, on receipt of incomplete bill and/or non-receipt of physical bill by POWERGRID official, the incomplete bills/ digital entry in BTS ( as the case may be) shall be returned to the Contractor by POWERGRID, which can be viewed under the tab “Invoice Returned”.

e) The day the payment is made, a mail stating the “Bill number, net payment amount and details of the bank from where the payment has been made” will be sent to the Contractor.

f) The status of Bill submitted by the Contractor can be checked through the BTS number under tab “Invoice Submitted”.

1. The above terms and conditions shall be part of the bid as well as part of the contract.

**Bidding Forms**

1. Affidavit of Self certification regarding Minimum Local Content

Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MoP Order, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.

Date:

I \_\_\_\_\_\_\_\_S/o, D/o, W/o, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Resident of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 16/09/2020 (hereinafter PPP-MII order), ‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)’ order dated 28/07/2020 issued by Ministry of Power (hereinafter MoP order) and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/POWERGRID or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for Procurement of Phasor Data Concentrator for WAMS lab to develop PMU based Real Time Protection and Control Applications for various complex Power System Hardware-In-Loop (HIL) studies; GeM Bid No. : GEM/2022/B/1870790.

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the ‘Local Content ‘as defined in the PPP-MII order and MoP order in the goods/services/works supplied by me for Procurement of Phasor Data Concentrator for WAMS lab to develop PMU based Real Time Protection and Control Applications for various complex Power System Hardware-In-Loop (HIL) studies; GeM Bid No. : GEM/2022/B/1870790 is ……… percent (%).

That the goods/services/works supplied by me for Procurement of Phasor Data Concentrator for WAMS lab to develop PMU based Real Time Protection and Control Applications for various complex Power System Hardware-In-Loop (HIL) studies; GeM Bid No. : GEM/2022/B/1870790 meet the ‘Local Content‘ requirement as defined in the PPP-MII order and MoP order for ‘Class –I local supplier’/‘Class-II Local supplier (choose as applicable).

That the value addition for the purpose of meeting the ‘Local Content ‘has been made by me at ……………… (Enter the details of the location(s) at which value addition is made).

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies)/POWERGRID/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, MoP order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i Name and details of the Local Supplier

 (Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Goods/services/works for which the certificate is produced

iv. Procuring entity to whom the certificate is furnished

v. Percentage of local content claimed and whether it meets the Local Content prescribed for ‘Class –I local supplier’/‘Class-II Local supplier (choose as applicable)

vi. Name and contact details of the unit of the Local Supplier (s)

vii. Sale Price of the product

viii Ex-Factory Price of the product

ix. Freight, insurance and handling

x. Total Bill of Material

xi List and total cost value of input used to manufacture the Goods/to provide services/in construction of works

xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to eb attached

xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of……………………………………………… (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

1. Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)

**Procurement of Phasor Data Concentrator for WAMS lab to develop PMU based Real Time Protection and Control Applications for various complex Power System Hardware-In-Loop (HIL) studies; GeM Bid No. : GEM/2022/B/1870790**

|  |  |
| --- | --- |
| Bidder’s Name and Address:Name:…………….Address:……………….……………… | To:Contract ServicesPower Grid Corporation of India Limited,“Saudamini”, Plot No: 2, Sector-29 Gurgaon (Haryana)  |

Dear Sir,

We have read and understood the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding “Restriction under Rule 144(xi) of General Financial Rules” and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding “Exclusions from Restriction under Rule 144(xi) of General Financial Rules” issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively “**DoE Order**’’] and any subsequent modifications/Amendments, if any.

Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a ‘Bidder of a country which shares a land border with India’ and on sub-contracting to contractors from such countries.

We certify that we, the bidder is/are not from such a country or, if from such a country, has been registered **as per provisions of the Bidding Documents** with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. [*Where applicable, evidence of valid registration by the Competent Authority shall be attached*.]

We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of Integrity Pact and/or Bidding Documents and/or POWERGRID’s policy and procedures.

|  |  |
| --- | --- |
|  Date: | Printed Name: |
| Place: | Designation: |

1. (Declaration of Key Managerial Person and Power of Attorney holder)

**Procurement of Phasor Data Concentrator for WAMS lab to develop PMU based Real Time Protection and Control Applications for various complex Power System Hardware-In-Loop (HIL) studies; GeM Bid No. : GEM/2022/B/1870790**

Bidder’s Name and Address: To: Power Grid Corporation of India Ltd.

 “Saudamini”, Plot No.2, Sector-29,

 Gurgaon, Haryana - 122 001

Dear Sir,

1. We confirm that the declarations made in our bid and documents submitted in our bid in support of the declarations, are true and correct to the best of our knowledge.

2. We shall furnish clarification to bid, if any sought by Employer in line with the provisions of bidding documents. We understand that if we fail to rectify/furnish the requested documents if any, within 3 working days’ notice, our bid is liable to be rejected.

3. We understand that any false declaration and/or misrepresentation of facts and/or furnishing of false/forged documents /information may lead to our debarment from participation in Employer tenders and that our Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate inter-alia considering bid submitted by the Bidder in future packages as non-responsive in line with point No 6 of Buyer specific ATC of Bidding Document/Employer’s policy.

4. We also confirm that the Employer may verify the supporting documents/ details in connection with above declarations. We further understand that in case of any unethical practices inter-alia including any misrepresentation of facts, submission of false and/or forged details/ documents/ declaration by us, we may be debarred from the participation in Employer’s tenders in future as considered appropriate by Employer and our Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate.

Date:....................

Place:...................

 (Signature of Power of Attorney holder)...................................................………..

 (Printed Name)..........................................………….

(Designation)................…………..............................

(Common Seal).…………..........................................

 (Signature of Key Managerial Person)...................................................………..

 (Printed Name)..........................................………….

(Designation)................…………..............................

(Common Seal).…………..........................................

*Note:* *Key Managerial Personnel (KMP) of the company shall include CEO/Managing Director/ Company Secretary/ Director/ CFO/any of the partner in case of partnership firm/any other officer entrusted with substantial powers of the management of the affairs of the company/firm.*

1. **Declaration regarding events encountered**

**Procurement of Phasor Data Concentrator for WAMS lab to develop PMU based Real Time Protection and Control Applications for various complex Power System Hardware-In-Loop (HIL) studies; GeM Bid No. : GEM/2022/B/1870790**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Bidder’s Name and Address :** |  |  | **To:** |  |  |  |  |  |
|  | Contract Services |  |  |  |
| **Name :** |  | Power Grid Corporation of India Ltd., |  |
| **Address :** |  | "Saudamini", Plot No. 2, Sector 29 |  |
|  |  | Gurgaon (Haryana) - 122001 |  |  |
|  |  |  |  |  |  |  |  |

Dear Sir,

1.0 In accordance with the relevant provisions of the bidding documents inter-alia including for assessment of capacity and capability, we furnish herewith our data/details/documents along with other information, as follows

| Sr. No. | Event  |  |
| --- | --- | --- |
| 1. | Whether there was Termination of Contract(s) due to Contractor’s default  | * Yes
* No
 |
| 2. | Whether there was Encashment of CPG(s) due to non-performance  | * Yes
* No
 |
| 3. | Whether substantial portion of works (more than 50% of the Contract\*\*) is sub-contracted, under an existing Contract  | * Yes
* No
 |
| 4. | Whether more than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor  | * Yes
* No
 |
| 5. | Firm has been referred to NCLT under Insolvency & Bankruptcy Code *(IRP has been appointed or Liquidation proceedings have been initiated under IBC)*  | * Yes@
* No
 |

*Note:*

*1. Information regarding events at Sl. No. 1 to 4 shall be furnished for events occurred during last one year under the contract(s) executed by you for POWERGRID (Owned as well as Consultancy)*

*\*2. In case POWERGRID has issued a letter in this regard wherein the firm has been put on hold from award of further contract(s) for a specified period and this specified period of hold is yet to expire, the bidder shall indicate “Yes” against this event.*

*\*\*3. For the purpose of working out 50% of the Contract, following shall be taken into account suitably:*

*(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.*

*(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder as illustrated below:*

|  |  |  |  |
| --- | --- | --- | --- |
| ***Sl. No.*** | ***Type of Package/ Contract*** | ***Main aspect of the QR*** | ***Criteria for working out 50% of the Contract***  |
| *1.* | *Conductor/Insulator Package*  | *Manufacture & Supply* | *50% of the total supply of Conductor/Insulator under the Contract* |
| *2.* | *Tower Package* | *Construction of Transmission Line* | *50% of the total Transmission Line construction under the Contract* |
| *3.* | *Substation(AIS) Package* | *Construction of bays* | *50% of the total bays construction under the Contract* |
| *4.* | *Transformer/Reactor* | *Manufacture & Supply* | *50% of the total supply of Transformer/Reactor under the Contract* |
| *5.* | *Substation(GIS) Package* | *Manufacture & Supply of GIS bays* | *50% of the total supply of GIS bays under the Contract* |

***The guiding principles as illustrated above shall be followed while dealing with other packages/contracts.***

*@4. Regarding Sl. No. 5, in case of ‘Yes’, following information shall be submitted additionally:*

|  |  |
| --- | --- |
| *Date on which the firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)* | *…………* |
| *Whether the process under IBC has been concluded* *(If yes, supporting documents be submitted)* |  *Yes* *No* |

2.0 We confirm that the above information/declarations and documents submitted in support of the same are true and correct to the best of our knowledge. We understand that any false declaration and/or misrepresentation of facts and/or false/forged documents/information may lead to our debarment from participation in Employer tenders and that our Bid Security/Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the Bidding Documents/Integrity Pact/Employer’s policy.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Date :** |  |  |  | **Printed Name :** |  |
| **Place :** |  |  |  | **Designation :** |  |

1. **Declaration regarding Social Accountability**

**Procurement of Phasor Data Concentrator for WAMS lab to develop PMU based Real Time Protection and Control Applications for various complex Power System Hardware-In-Loop (HIL) studies; Bid Number : GEM/2022/B/1870790**

|  |  |
| --- | --- |
| Bidder’s Name and Address:Name:…………….Address:……………….……………… | To:Contract ServicesPower Grid Corporation of India Limited,“Saudamini”, Plot No: 2, Sector-29 Gurgaon (Haryana)  |

Dear Sir,

|  |
| --- |
| We conform that we stand committed to comply to all requirements of Social Accountability Standards i.e., SA8000 (latest Standard available at *www.sa-intl.org*) and maintain the necessary records.  |

|  |  |
| --- | --- |
|  Date: | Printed Name: |
| Place: | Designation:Common Seal: |

1. **Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products**

**Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on a non judicial stamp paper of Rs. 100/-.**

**Procurement of Phasor Data Concentrator for WAMS lab to develop PMU based Real Time Protection and Control Applications for various complex Power System Hardware-In-Loop (HIL) studies; GeM Bid No. : GEM/2022/B/1870790**

I \_\_\_\_\_\_\_\_S/o, D/o, W/o, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Resident of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*dated 8th May 2017****and its revision dated 29th May 2019*** including subsequent amendments/ modifications, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies)/POWERGRID for the purpose of assessing the domestic value addition **of Iron & Steel Products supplied by us\*/ supplied by us to ………..(*Name of the bidder*)…….\***for manufacturing/supply of Goods for **“Procurement of Phasor Data Concentrator for WAMS lab to develop PMU based Real Time Protection and Control Applications for various complex Power System Hardware-In-Loop (HIL) studies; GeM Bid No. : GEM/2022/B/1870790”.**

***\*Please delete whichever is not applicable.***

That the domestic value addition for all inputs which constitute the said Iron & Steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies)/POWERGRID for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No.\_\_\_\_\_\_ *dated 8th May 2017****and its revision dated 29th May 2019*** wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies)/POWERGRID is hereby authorized to take action in line with the provisions of the Integrity pact/ Bidding Documents. **I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.**

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i Name and details of the Bidder

(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Iron & Steel Products for which the certificate is produced

iv. Procuring agency to whom the certificate is furnished

v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed

vi. Name and contact details of the unit of the manufacturer (s)

vii. Net Selling Price of the Iron &Steel products

viii. Freight, insurance and handling till plant

ix. List and total cost value of input steel (imported) used to manufacture the Iron & Steel products

x. List and total cost of input steel which are domestically sourced.

xi. Please attach value addition certificates from suppliers, if the input is not in-house.

xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of……………………………………………… (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

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| **BoQ for Procurement of Phasor Data Concentrator for WAMS lab to develop PMU based Real Time Protection and Control Applications for various complex Power System Hardware-In-Loop (HIL) studies;** **GeM Bid Number: GEM/2022/B/1870790** |
|  |
|   |  |  |  |  |  |  |  |  |   |
| Sl.No | Item Description | HSN/ SAC Code | Rate of GST IN % | Unit | Qty. | Unit Rate Excl GST | Total Price (Excl. GST) | Amount of GST | Total Price (incl. GST) |
| A | B | C | D | E | F | G | H=G\*F | I = H\*D | J=I+H |
| 1 | Supply including Incidental services of Phasor Data Concentrator |   |   | Nos. | 1 |   |   |   |   |
| 2 | Hands-on Training at PAL complex, Manesar for personnel (min 10) |   |   | days | 3 |   |   |   |   |
| 3 | Freight and Insurance for item no 1 above | - | - | Nos. | 1 |   |   | - |   |
|   | Total |   |   |   |   |   |   |   |   |
| Note:a) | The cost of supply shall include the cost of licensed configuration software which shall be supplied alongwith the PDC. |
| b) | The cost of supply shall include the FOR destination cost with delivery to be done at WAMS Laboratory at POWERGRID Advanced research & Technology Centre Panchgaon, Manesar, Gurugram- Haryana-122413. |
| c) | It is the Buyers's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit insurance, loading and unloading by the Bidder to the Buyer, GST is not payable. The Bidder is, however, advised to check the position from their own sources. If payable, the same shall be to the Bidder’s account and Buyer shall not reimburse any GST on this account. |

**Bidders are requested to quote the price in GeM portal itself and BOQ provided above is just for information. The quoted price on GeM shall include all the costs for the entire scope of work including taxes and duties. Successful bidder shall have to provide complete breakup of the quoted price in the required price bid format before award of contract. Bidders shall not upload the BOQ with price details in technical part otherwise, technical bid will be rejected.**

| **Clarification No.1 dated 09.02.2022** |
| --- |
| **Sl. No.** | **Ref Section** | **Provision in bidding document** |  **Bidders Queries** | **POWERGRID Reply** |
| 1. | Brief Technical Requirement for Hardware Phasor Data Concentrator (PDC) – Page no.4 (Technical specification) | Identify fault conditions. While using current and voltage measurements using protection class CT/PT module and perform as a numerical protection relay having protection functions like instantaneous and definite-time overcurrent protection, inverse-time overcurrent, Over Voltage & Under Voltage, Loss of Potential, Bus Line Voltage Check, Conductor Thermal Overload etc. | Protection function of relay can never be replaced with that of PMU streams. PMU reports frames at very low frequency (eg 2 frame / cycle), where are relay protection functions are based on real time operating algorithm which operates at much higher sampling rate (eg 24/48/64 sample/cycle) which is directly measured from a Current / Voltage transformer. Moreover, in PDC CT / VT are not available.PDC can perform the thresholds for a limited number of functions such as (power, thermal, frequency, angular & voltage, rate of change of frequency etc) for WAPAC specific applications, for which customized logics can be built. We understand that PGCIL requirement is the same. | Technical specification shall prevail. |
| 2. | Brief Technical Requirement for Hardware Phasor Data Concentrator (PDC) – Page no.4 (Technical specification) | Offered PDC should include a built-in SFTP/FTP client for sending and receiving files and provides programmatic access to fault and SOE records | SOE are send to Engineering workstations (EWS) using internal protocol. Acess to EWS could be done using SFTP/FTP | Technical specification shall prevail. |
| 3. | Buyer Specific Additional terms and conditions (ATC), Clause no:14, terms and Conditions | Payment terms | 100% payment to be released against supply of materials at site | No ChangeBidders to quote in line with the provisions of the bidding document. |
| 4. | Buyer Specific Additional terms and conditions (ATC), Clause no:11, Contract duration | Delivery | The main hardware is imported item, delivery time required is 12 Weeks from the date of BOQ approval. Equipment will be commissioned in 30 days from the day of commissioning call received from PGCIL. | No ChangeBidders to quote in line with the provisions of the bidding document. |