

## Request for Proposals

### RFP-PSIA-2023 – 0126

#### Activity Title: Power Sector Improvement Activity (PSIA)

Implemented by NUMARK Associates, Inc. and Energy & Security Group, LLC (ESG)

#### RFP Title: “Procurement of Power Factory software for National Power Control Center (NPCC) in Pakistan”

Request for Proposal (RFP) Timeline	
RFP Issue Date:	November 24, 2023
Questions Submission Deadline:	November 28, 2023
Proposal Submission Deadline:	December 08, 2023
Award Anticipated Date:	December 31, 2023

**Note:** Issuance of this RFP does not constitute an award commitment by NUMARK Associates, Inc, and Energy & Security Group, LLC (ESG). NUMARK Associates, Inc, and Energy & Security Group, LLC (ESG) will not pay for any costs incurred in preparation or submission of a proposal. Proposals are submitted at the risk of offerors. All preparation and submission costs are at the offeror’s expense.

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## 1. INTRODUCTION

The purpose of this request is to procure Dig SILENT Power Factory software, a power system analysis tool, for providing National Power Control Center (NPCC) the ability to analyze generation, and transmission systems, providing analysis modules such as Load Flow Analysis, Short-Circuit Analysis, Sensitivities / Distribution Factors, MV/LV Network Analysis, Power Equipment Models, Transmission Network Representation and Network Model Management, Outage Management, Network Diagrams and Graphic Features, Results and Reporting, Data Converters, Contingency Analysis, Quasi-Dynamic Simulation, Network Reduction, Protection Functions, Arc-Flash Analysis, Cable Analysis, Power Quality and Harmonic Analysis, Connection Request Assessment, Transmission Network Tools, Economic Analysis Tools, Probabilistic Analysis, Reliability Analysis Functions, Optimal Power Flow (OPF), Unit Commitment and Dispatch Optimization, State Estimation, Stability Analysis Functions (RMS), Electromagnetic Transients (EMT), Motor Starting Functions, Small Signal Stability (Eigenvalue Analysis), System Parameter Identification, Scripting and Automation, Artificial Intelligence, Interfaces, and DPL/DSL/QDSL Encryption, under Power Sector Improvement Activity (PSIA) Project funded by the U.S. Agency for International Development (USAID) and implemented by Energy & Security Group, LLC (ESG).

The PSIA project aims to support and facilitate Pakistan's transition to a competitive power market, while also improving operations of its transmission and distribution systems and optimizing the use of its grid electricity through increased electrification which warrants a robust, secure and efficient IT infrastructure. The PSIA project objectives are to focus on engaging the private sector as well as Pakistani and regional stakeholders and channel resources through the following three objectives:

**Objective 1** – Increase power sector competition through support to develop Pakistan's wholesale electricity market:

Government of Pakistan has decided to introduce a competitive wholesale market in the power sector and PSIA plans to assist them in the operationalization of Pakistan's transition to a Competitive Trading Bilateral Contracts Market (CTBCM). The CTBCM will introduce competition in the electricity market and provide an enabling environment where multiple sellers and buyers could trade electricity directly with each other. To ensure that this transition takes place easily and effectively, PSIA will address existing processes, systems, policies, and codes that limit power sector advancements and will explore new concepts, such as energy wheeling (i.e., the transportation of electric energy from within an electrical grid to an electrical load outside grid boundaries), electricity auctions, expanding the power system's contractual flexibility, monitoring of the wholesale market, and creating a market for ancillary services. Further, PSIA will also assist the Government of Pakistan (GoP) in setting up an open, transparent, and competitive procurement framework that will result in increased private sector investments in clean energy. These efforts will feed into the GoP's target of increasing Pakistan's share of renewables in its electricity generation mix to 60% by 2030.

**Objective 2** – Improve the management and operation of transmission and distribution system:

Pakistan's short- and long-term energy security requirements call for improved management and operation of its transmission and distribution companies. To improve the performance of these transmission and distribution companies, PSIA will work with these entities to increase their technical and operational capacity by developing and conducting training for company staff, providing tools and resources to improve their performance, and providing IT and other technical support. Additionally, PSIA will also propose innovative and proven solutions to improve power system operations, such as integration of renewable energy, that aligns with global trends away from fossil fuel-based technologies. These solutions will help reduce carbon and other harmful

emissions while also enhancing Pakistan’s energy forecasting and planning capabilities. Additionally, PSIA’s proposed solutions will help increase customer satisfaction, improve sector revenues, and better accommodate anticipated technological changes in power generation, transmission, and distribution (e.g., through grid modernization investments).

## Objective 2 – Optimize Grid Electricity Load

Seasonal variations in demand significantly impact grid loads as people use more electricity in the hot summer months compared to the cold winter season, leading to idle generation plants that still have to be paid high-capacity charges. This contributes to increasing the sector’s ‘circular debt’ and, eventually, consumer tariffs. To optimize grid electricity loads, PSIA will introduce systems, procedures, and new end-uses in the transportation, industrial, commercial, and residential sectors that consume electricity more efficiently and productively, reducing primary energy inputs and increasing revenues and incomes. PSIA support will also be provided to improve grid stability and supply quality, especially in weak grid areas. Additionally, PSIA will devise solutions to incentivize increased electrification of the economy (e.g., electric vehicles, displacement of gas-fired equipment, etc.) that can help improve national productivity and quality of life, while reducing fuel imports and harmful emissions.

## 2. OFFEROR QUALIFICATIONS

Offerors must provide the following information and references to qualify for award:

1. **Company information**, including official registered name, place of legal registration of the business, type of business, address and identity of principal company officers. If the company has more than one office, please indicate which one is proposed to lead implementation.
2. **A brief description of the company and its experience** providing identical or similar services to those described in the Technical Specifications.
3. **Completed and signed representations and certifications** found in Attachment C.

## 3. SUBMISSION OF PROPOSALS

Proposals are due on **December 08, 2023**. Proposals must be sent to [RFP@energyandsecurity.com](mailto:RFP@energyandsecurity.com). The subject line must include “Company Name-RFP-PSIA-2023-0126.” Late proposals will not be considered. **It is the offeror’s responsibility to ensure receipt, which will be acknowledged upon request.**

All proposals must fully respond to the scope of work in **Attachment A** and must include a financial offer in the format prescribed in **Attachment B**. The financial offer must be sent as a separate document.

Proposals should not contain any unnecessary promotional material.

Offerors must follow all instructions to be qualified for award. Offeror Proposals with material deviations from any administrative and/or technical requirements may not be considered. Proposals with non-material deviations may be downgraded and not receive full credit under the applicable evaluation criteria.

### A. TRANSMITTAL LETTER

A transmittal letter on the Offeror’s company letterhead must certify that prices are accurate, complete, current and valid for at least 90 days.

**B. OFFEROR INFORMATION**

1. Company description that illustrates overall product line and corporate capability to meet all terms of this RFP.
2. Organization information, including official registered name, place of registration, type of business, list of principal company officers, and company address, telephone number and website address.
3. Authorized point of contact and company officer(s) authorized to sign an award with phone number(s) and email address(s).
4. For Offerors located outside of Pakistan, contact information of the authorized local representative.
5. Past Performance Information – Company’s past similar experience within the last two years performing work in Pakistan or in locations not included in the US Department of the Treasury Office of Foreign Assets Control (OFAC) country sanctions list. Offerors shall include at least two past performance citations of successful performance of similar requirements including: equipment and services provided, date of delivery, quantity, client contact information, and any additional information that assists in certifying performance. Experience of the offeror’s principal representative delivering requirements may also be considered for this requirement. Past performance references are limited to maximum five of the most relevant contracts performed in the last five years, presented in the format below. If the client is confidential, please indicate “confidential.”

Title of Contract	Description of the Contract	Client Name	Dates of Execution	Contract Value \$

6. Offeror’s Unique Entity Identifier number, if proposed price is more than USD \$30,000 or PKR equivalent (Please see Section 12 below for information on the UNIQUE ENTITY IDENTIFIER NUMBER).
7. The Offeror must disclose in writing with its offer any subcontracting that will take place under an award. Failure to disclose subcontracting relationships will result in the prospective Offeror being removed from consideration.

**C. COMPLIANCE WITH TECHNICAL AND FUNCTIONAL SPECIFICATIONS**

Offerors are required to review and confirm specifications for each equipment component and complete the table below that compares the proposed specifications to the specifications requested in this RFP. Offerors should respond using plain language that is concise, unambiguous, quantitative, and complete. Offerors may volunteer additional information if

directly relevant. Please use the table provided below to explain adherence to or deviations from specifications.

Requested Specifications	Proposed Specifications	Complied Yes or No	Notes

**D. DELIVERY PLAN**

Offerors are required to meet the required delivery schedule of 90 days from the date of award. Offerors must also provide a detailed schedule specifying delivery of software and online training schedule at National Power Control Center (NPPC), Islamabad, Pakistan.

**E. SUPPORT SERVICES**

A description is required of how Offerors will support the required and offered products. Support Services are an important consideration in selecting suppliers for USAID-funded projects.

Procurement support will include:

- Hardware Warranty Service - Offerors must provide information on any proposed hardware warranty and availability of services in Pakistan for a minimum period of 3 years. Offerors must indicate the extent of the coverage to include services, product replacement and other applicable factors.
- Software License – All software licenses shall be valid perpetually.
- Offerors must provide software maintenance for at least one year with the proposal. All warranties and software licenses shall be in the name of NPCC. Offerors must also provide NPCC with all relevant documentation to enable it to enforce warranties.

**F. REPRESENTATIONS AND CERTIFICATIONS**

Offerors must provide the representations and certifications found at Attachment C.

**G. PRICE PROPOSAL**

Offerors must submit a detailed budget of all prices in identified cost lines that present comprehensive prices of equipment and all other costs separately in electronic form. Offerors must provide quotations for all items as a part of complete solution. PSIA will not accept lump-sum totals for categories. Offerors are encouraged to choose the technical components from sources that will provide the least expensive and best available mix of equipment. Offerors may provide different equipment source options (see RFP section 5 below) so that Energy & Security Group, LLC (ESG) may evaluate the total cost offered based on shipping from different locations, as long as these are within the USAID Authorized Geographic Code (937).

Price Proposals must show unit prices, quantities, and total price. All equipment and services must be clearly identified and included in total offered prices. Proposals must include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in enough detail to allow for a complete evaluation of each cost element or line item. Energy & Security Group, LLC (ESG) reserves the right to request additional information.

Payments will be linked to the proposed deliverables. Energy & Security Group, LLC (ESG) intends to issue a Firm-Fixed-Priced subcontract or purchase order. Payment will be made upon delivery and acceptance of each item by the ESG Chief of Party or assigned technical representative.

Prices quoted must be valid for at least 90 days and include all taxes and VAT and costs of doing business. Any Taxes and VAT that will be applicable to this procurement must be shown as a separate line item(s) in order to facilitate required reporting.

**Financial Offer:** Offerors must provide a price offer for delivery, of software, relevant toolkits and online training services at NPCC, Islamabad, Pakistan. Offerors should also budget for all applicable taxes such as VAT, General Sales and other applicable Taxes, government approval certification costs and local shipment costs to the destinations and must be shown as a separate line item(s)

Offerors must make the financial offer in USD and Successful offerors will be paid in USD by the PSIA USA office. All of the above or any other charges and applicable taxes should be budgeted as separate budget line in the price proposal.

Energy & Security Group, LLC (ESG) reserves the right to conduct discussions with offerors to determine compliance with the RFP requirements and to determine the offer representing the best value.

**Price information must not be included in the technical proposal. All cost and pricing information must only be shown in the cost proposal.**

#### 4. QUESTIONS AND CLARIFICATIONS

Questions and requests for clarifications must be in writing and submitted in the English language to [RFP@energyandsecurity.com](mailto:RFP@energyandsecurity.com) by **November 28, 2023**. All questions and responses will be distributed to all RFP recipients. Please include the RFP number in the subject line of emailed questions.

**No phone calls or other verbal questions will be responded to.**

**All those who receive the RFP are encouraged to inform PSIA at the email address above, so that PSIA can ensure that all interested parties receive the Questions/Answers and any amendments which may be issued.**

#### 5. SOURCE AND NATIONALITY RESTRICTIONS

The authorized geographic code for this RFP is Code 937, which is defined as the **United States, Pakistan and developing countries *other* than advanced developing countries**. This means that all the Nationality of Suppliers (Offerors) must meet the authorized geographic code and that the Source of all commodities and services supplied must also be compliant with the geographic code.

All requirements under any award resulting from this RFP must meet this geographic code in accordance with the US Code of Federal Regulations (CFR), [22 CFR §228](#).

A list of Advanced Developing Countries is located at <http://www.usaid.gov/sites/default/files/documents/1876/310mab.pdf>.



**6. REPRESENTATIONS AND CERTIFICATIONS**

Offerors must complete and sign the Representations and Certifications in Attachment C. Proposals that do not include these signed certifications will not be considered for award.

**7. EVALUATION**

Award will be made to the offeror(s) whose proposal is determined responsive to this solicitation document, to meet all eligibility criteria, meet technical and corporate capability requirements, and is evaluated as the best value offer to ESG and the PSIA.

ESG intends to evaluate proposals in accordance with this section and to make an award to the responsible Offeror(s) whose proposal(s) represents the best value. “Best value” is defined as the offer that results in the most advantageous solution for the Project, in consideration of technical, cost, and other factors.

The submitted technical proposal will be scored by a Technical Evaluation Committee (TEC) using the technical criteria below. When evaluating the competing Offerors, ESG will consider the written qualifications and capability information provided by the Offerors, and any other information obtained through its own research.

All evaluation factors other than cost/price when combined are significantly more important than cost/price.

Proposals will be evaluated and scored against the evaluation criteria in the table below. Proposals will be scored by an evaluation committee on a 100-point scale.

Energy & Security Group, LLC (ESG) reserves the right to conduct discussions with selected offerors. ESG may request a presentation / demonstration to assess compliance to technical qualifications.

ESG may send inquiries to the clients of offerors and may obtain information related to projects that offerors have performed. ESG may request clarifications or additional information and reserves the right to make an award decision based solely on the information provided with the proposal. ESG may conduct negotiations prior to award and may at its sole discretion elect to issue subcontracts/orders to one or more offerors.

The Cost Proposal will not be scored but it will be evaluated. Cost will primarily be evaluated for realism, reasonableness, allowability, consistency with current market rates, and overall cost. This evaluation consists of a review of the cost portion of an Offeror’s proposal to determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect the Offeror’s understanding of the requirements, and if the costs are consistent with the Technical Proposal and the efficient use of funding. Proposal prices may be adjusted to include all charges such as annual service, licensing charges (if any), warranty charges for three years and installation and commissioning charges.

Technical evaluation criteria are:

**EVALUATION CRITERIA (IN DESCENDING ORDER OF IMPORTANCE)**

Evaluation Criteria -
<b>a.</b> Compliance with Power Factory Specifications/Requirements and proposed online training courses
<b>b.</b> Capacity/Capability of providing After Sales Services & Support

## 8. NEGOTIATIONS

Best offer proposals are requested. However, ESG reserves the right to conduct discussions, negotiations and request clarifications prior to awarding a subcontract. Furthermore, ESG reserves the right to conduct a competitive range competition and to limit the number of proposals in the competitive range to permit an efficient evaluation among the most highly rated proposals. Offerors submitting the highest-rated proposals may be asked to submit revised best prices or technical responses during a competitive range. At the sole discretion of ESG, offerors may be requested to conduct oral or other presentations.

## 9. GENERAL TERMS AND CONDITIONS

Energy & Security Group, LLC (ESG) intends to award firm-fixed-price subcontract(s)/purchase order(s) resulting from this solicitation to the responsible offeror(s) whose proposal(s) is considered to represent the best value. Offerors should note the following:

- ESG reserves the right to increase or decrease the quantity up to 30% of original quantities at the agreed price at the time of award or issue a subsequent order at the same price up to 30% of original quantity during the currency of the subcontract resulting from this solicitation under the same terms and conditions.
- ESG reserves the right to evaluate proposals and award contract(s) without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. ESG reserves the right to conduct discussions and/or to establish a competitive range and conduct discussions with multiple offerors if ESG later determines discussions to be necessary.
- Unsuccessful offerors will be notified as soon as possible following an award.
- ESG reserves the right to perform pre-delivery inspections on all equipment to verify the compliance to the technical specifications and validate quality control and ISO standards as defined in terms and conditions of the subcontract/order.
- In the event the subcontractor fails to complete the project within the required period, liquidated damages will be applied for each calendar day, not duly justified by the subcontractor by which project delivery is delayed. Liquidated damages of one-half percent (0.5 %) of the total price of the subcontract will be applied for each day by which delivery is delayed. Such damages shall not exceed twenty percent (20%) of the total price of the subcontract.
- ESG reserves the right to monitor the subcontractor's progress to ensure it meets the implementation milestones as determined at the time of award. If it appears that a milestone will be missed, a cure letter will be issued to the subcontractor that may order subcontractor to field more teams or increase the number and qualifications of staff to remain within project timelines – at no additional cost to ESG. Continued missing of timelines may lead to contract termination and/or penalties.
- ESG will monitor the quality of work performed by the subcontractor. If the quality of work is inadequate, ESG reserves the right to order the subcontractor to reperform work judged to be of insufficient quality.
- ESG may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques.

A proposal may be rejected if ESG determines that the lack of balance poses an unacceptable risk.

- **All goods proposed must be new, unused, not rebuilt, or reconditioned, and shall not incorporate reconditioned or salvaged parts or components.**
- ESG may, in its sole discretion, reject any or all proposals without assigning any reason and without thereby incurring any liability to a prospective offeror or to any other person.
- ESG may, in its sole discretion, withdraw, annul, suspend, or cancel the RFP or the bidding process without incurring any liability to a prospective offeror or to any other person.
- Proposals will be held as confidential, will not be disclosed outside of ESG, and will not be duplicated, used, or disclosed-in whole or in part-for any purpose other than evaluation for potential subcontract award. If, however, a subcontract is awarded because of submission of a proposal, ESG will have the right to duplicate, use, or disclose the data contained therein to the extent provided in the resulting subcontract. This restriction does not limit ESG's right to use information contained in a proposal if it is obtained from another source without restriction.

## 10. PERIOD AND PLACE OF PERFORMANCE

The period of performance for this award will be up to 90 days from date of award; The place of performance will be in the National Power Control Center (NPCC), Pakistan.

## 11. TERMS OF PAYMENT

Payment terms are net forty-five (45) days after submission of proper invoices for work satisfactorily performed and accepted. Payment shall be made by ESG via wire transfer through its USA Office. Should a subcontract be awarded to a firm, all payments will be made in USD. A payment schedule with required deliverables will be established in the subcontract. **No advance payments will be provided.**

The Power System Improvement Activity (PSIA) Project implemented by NUMARK Associates, Inc., and Energy & Security Group, LLC (ESG) is exempt from GST in accordance with a bi-lateral agreement between the United States and Pakistan (1951 Technical Cooperation Treaty and the 2010 Pakistan Enhanced Partnership Agreement) and as such is entitled to a refund of any GST paid to any entity providing goods and services under USAID funded programs upon presentation by ESG of a certification of exemption received from an authorized authority from the Government of Pakistan.

Tentative Payments Schedule for the necessary software will be made in two stages and the actual payments schedule is subject to negotiation and mutual agreement:

1. Subcontractor will be paid 100% of the total value of the Power factory software and relevant accessories, including cost, freight, and insurance, shipped to the project site upon receipt of the following documentation after all terms and conditions of the Agreement have been fulfilled:
  - a) Proper invoice specifying the items, including the manufacturer and catalog number of each; and the unit prices, quantities, and total value of the items for which payment is requested.
  - b) Packing list for the materials showing the number of packages and their contents.
  - c) A copy of the invoice evidencing payment of shipping and insurance costs.
  - d) For imported goods, a Certificate of Insurance demonstrating the acquisition of all- risk shipping insurance to the destination in the amount of 110% of the total value of

the materials

- e) Certificates of Origin for all materials.
  - f) Inspection and material acceptance certificate issued by the PSIA Project Manager or designee based on system acceptance by NPCC.
2. Balance payment for online training courses will be made after successful registration for online trainings by NPCC staff.

## 12. UNIQUE ENTITY IDENTIFIER

If the proposed price is above the PKR equivalent of USD \$30,000, the successful offeror will be required to furnish a Unique Entity Identifier number within two business days of notice of award. Information regarding obtaining a Unique Entity Identifier number may be found at [www.sam.gov](http://www.sam.gov). Offerors are encouraged to begin the application process early.

## 13. MULTIPLE AWARD/NO AWARD

ESG reserves the right to issue multiple awards. ESG also reserves the right to issue no awards.

Issuance of this RFP does not constitute an award commitment on the part of ESG and ESG will NOT pay for costs incurred in the preparation and submission of proposals.

Note:

**ESG has zero tolerance for fraud. Fraud is any act or omission that intentionally misleads, or attempts to mislead, to obtain a benefit or to avoid an obligation. If you have concerns about potential fraud in any way related to ESG projects, contracts or activities, please contact ESG's Ethics Officer at [katsalinos@energyandsecurity.com](mailto:katsalinos@energyandsecurity.com) or at (703) 476-3207.**

**ATTACHMENT A: TECHNICAL & FUNCTIONAL SPECIFICATIONS****SCOPE OF WORK:****Procurement of Power Factory software for National Power Control Center in Pakistan**

**PERIOD OF PERFORMANCE:** 90 days from date of award

**PLACE OF PERFORMANCE:** Islamabad, Pakistan

**A.1. SCOPE OF WORK**

The purpose of this request is to procure Dig SILENT Power Factory software, a power system analysis tool, for providing National Power Control Center (NPCC) the ability to analyze generation, and transmission systems, providing analysis modules such as Load Flow Analysis, Short-Circuit Analysis, Sensitivities / Distribution Factors, MV/LV Network Analysis, Power Equipment Models, Transmission Network Representation and Network Model Management, Outage Management, Network Diagrams and Graphic Features, Results and Reporting, Data Converters, Contingency Analysis, Quasi-Dynamic Simulation, Network Reduction, Protection Functions, Arc-Flash Analysis, Cable Analysis, Power Quality and Harmonic Analysis, Connection Request Assessment, Transmission Network Tools, Economic Analysis Tools, Probabilistic Analysis, Reliability Analysis Functions, Optimal Power Flow (OPF), Unit Commitment and Dispatch Optimization, State Estimation, Stability Analysis Functions (RMS), Electromagnetic Transients (EMT), Motor Starting Functions, Small Signal Stability (Eigenvalue Analysis), System Parameter Identification, Scripting and Automation, Artificial Intelligence, Interfaces, and DPL/DSL/QDSL Encryption, under Power Sector Improvement Activity (PSIA) Project funded by the U.S. Agency for International Development (USAID) and implemented by Energy & Security Group, LLC (ESG).

The scope includes the supply of software, and associated training items as specified in the table below:

**A.2. Functional Specifications & Requirements****A.2.1. SPECIAL CONDITIONS**

- a. The offeror **MUST** quote all of the items stated in attachment B, Bill of Quantities.
- b. Software supplied under this solicitation will be subject to inspection by NPCC and PSIA.
- c. The successful offeror(s) shall provide a warranty for successful operation of the system including its maintenance and repair as and when required within 3 years of the supply and installation.
- d. The successful offeror(s) shall extend all possible support and successful operation of the system within the minimum warranty period of 3 years.

**B.1 BILL OF QUANTITY TABLE(S)**

The cost proposal that will include the Price Quotation Table(s) must be submitted as a separate/standalone document. Pricing must be fully comprehensive, complete, and list any available discounts.

Pricing information supplied with the proposal must be valid for at least 90 days after the due date for proposal submission. All one-time and recurring costs must be fully described. Rates should be quoted, inclusive of all but showing separately, costs of inspection, services, transportation, taxes, import duties if any and other levies.

Mathematical errors will be corrected in the following manner: If a discrepancy exists between the total price proposed and the total price resulting from multiplying the unit price by the corresponding amounts, then the multiplied unit price will prevail, and the total price will be corrected. If there were a discrepancy between the numbers written out in words and the amounts in numbers, then the amount expressed in words will prevail. If the offeror does not accept the correction, the offer will be rejected.

**BILL OF QUANTITY**

Sr	Item type	Specifications	Quantity	Unit Price	Total Price
<b>Software and Maintenance</b>					
1	PowerFactory Base Package	PowerFactory Base Package analysis modules coupled with a wide range of power equipment models, integrated tools and features for fundamental PowerFactory applications.	5		
2	Stability Analysis Functions (RMS)	Analysis of mid-term and long-term transients under both balanced and unbalanced conditions, incorporating a simulation scan feature	1		
3	Electromagnetic Transients (EMT)	Solve power system transient problems such as lightning, switching and temporary over-voltages, inrush currents, ferro-resonance effects or sub-synchronous resonance problems	1		
4	Scripting and Automation	Automation of PowerFactory tasks using Python or the DigSILENT Programming Language (DPL), and further enhancement with Add-on Modules to allow users to extend	1		

		the existing PowerFactory Functionality.			
5	Transmission Network Tools	Suite of tools aimed at transmission network operators and planners including options for analyzing the voltage stability and power transfer capabilities of the network	1		
6	OPF - Reactive Power Optimization	Added intelligence to the existing load flow functions	1		
7	PoweFactory Online Trainings	1. Power Transmission with HVDC, 2. EMT 3. FACTS 4. PSS Tuning	10		

**\*Please provide separate line item(s) as Taxes**

## B.2 DESTINATION

**Equipment/Hardware/Software:** All items in this procurement must be delivered to the DMD, National Power Control Center (NPCC), Islamabad, Pakistan as per the delivery schedule. Delivery due date includes the time required for customs clearance for imported items if applicable.

**ATTACHMENT C: OFFEROR REPRESENTATIONS AND CERTIFICATIONS**

**1) Organizational Conflict of Interest\* Representation**

The Offeror represents, to the best of its knowledge and belief, that this award:  
does  or does not  involve a personal or an organizational conflict of interest.

- 2) *\*Please see FAR 9.5 for further explanation.* The Offeror represents that it is  is not  owned or controlled in total or in part by any entity of any government.
- 3) The Offeror represents that its subcontractors proposed, if any, are  are not  owned or controlled in total or in part by any entity of any government. If no subcontractors are proposed check none  here.

**4) Source and Nationality of Supplier of Goods, Services and Commodities**

(i) This is to certify that the offeror is:

(a) If an individual, be a citizen or lawful permanent resident (or equivalent immigration status to live and work on a continuing basis) of a country in Code 937

(b) If an organization,

(1) Be incorporated or legally organized under the laws of a country in Code 937;

(2) Must be operating as a going concern in a country in Code 937; and either

(3) Be managed by a governing body, the majority of whom are citizens or lawful permanent residents (or equivalent immigration status to live and work on a continuing basis) of countries in Code 937, or

(4) Employ citizens or lawful permanent residents (or equivalent immigration status to live and work on a continuing basis) of a country in Code 937 in more than half its permanent full-time positions and more than half of its principal management positions.

(ii) This is to certify that the Source (the country from which a commodity is currently located for sale or is to be shipped from) of the Equipment to be supplied under this Order is:

*name of country or countries*

By signing below, the offeror certifies that the representations and certifications made, and information provided herein, are accurate, current and complete.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of and title of authorized signature: \_\_\_\_\_



5) **CERTIFICATION REGARDING LOBBYING**

By signature of its authorized representative below, Subcontractor hereby agrees and certifies, to the best of its knowledge and belief, as follows:

- (1) No U.S. Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of Congress, or an employee of a member of Congress, on Subcontractor's behalf in connection with the awarding of the Prime Contract, or this Subcontract.
- (2) If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Subcontractor with respect to the Prime Contract, or this Subcontract, Subcontractor shall complete and submit to ESG OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Subcontractor need not report regularly employed officers or employees of Subcontractor to whom payments of reasonable compensation were made.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers and that all lower-tier subcontractors shall certify and disclose accordingly.

Submission of this certification is a prerequisite for making or entering into this Subcontract imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, or who fails to file or amend the disclosure required to be filed or amended by this certification, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**6) FAR 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN.**

By signature of its authorized representative below, Subcontractor hereby certifies to ESG and USAID that –

- (1) Subcontractor has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of FAR 52.222-50, Combating Trafficking in Persons (OCT 2020) and to monitor, detect, and terminate any agent, lower-tier subcontract, or lower-tier subcontractor employee engaging in prohibited activities; and
- (2) After having conducted due diligence, either –
  - (a) To the best of Subcontractor’s knowledge and belief, neither it nor any of its agents, lower-tier subcontractors, or their agents is engaged in any such activities; or
  - (b) If abuses relating to any of the prohibited activities identified in paragraph (b) of the aforementioned FAR clause have been found, Subcontractor or lower-tier subcontractor has taken the appropriate remedial and referral actions.

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**7) FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES.**

PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY  
KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)

(a) *Definitions.* As used in this clause—

*Covered article* means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

*Covered entity* means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

**The Offeror Certifies that no Prohibited items (as described in the above clause) are being offered or will be provided in response to this RFP.**

**Offeror:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## 8) FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

### REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless

of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ( <https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services.

The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

**9) FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-  
REPRESENTATION**

**COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)**

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ( <https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c)

(1) *Representation.* **The Offeror represents that it  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.**

(2) After conducting a reasonable inquiry for purposes of this representation, **the offeror represents that it  does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.**

(End of provision)