



**REPLY TO BIDDER'S PRE-BID QUERIES**  
**SCADA AND TELECOM SYSTEM FOR AGCL GAS PIPELINE NETWORK-PHASE II**

Tender doc. No.: P.005712 D11050 002  
 Owner - Assam Gas Company Ltd. (AGCL)  
 Consultant - Tractebel Engineering Pvt. Ltd. (TEPL)  
 Pre-bid meeting held on 13.02.2019  
 Date: 04.03.2019

Sr. No.	Volume No.	Clause no.	Page No.	Tender Requirements	Bidder's Query	TE -IN /AGCL Reply
<b>COMMERCIAL</b>						
1	Volume I of III	32 of ITB- Owner's right to vary quantities at time of award	24 of 137	The OWNER reserves the right at the time of contract award to increase or decrease the quantity of goods & services originally specified in the Schedule of Rates without any change in unit price or other terms and conditions.	We request to limit the variations to +/- 15% of the contract price.	Tender Conditions prevail.
2	Volume I of III	21.3 of GCC - Priority of Contract Documents	44 of 137	Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.	We understand that work shall be performed in line with the technical specifications and the contractor shall not be bound to perform works which are, by implication, required to make the works complete. Kindly clarify.	Work shall be performed as specified in bid document whether drawing or specification etc. Tender Conditions prevail.
3	Volume I of III	40 of GCC - Other agencies at site	53 of 137	The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.	We understand that if there is possibility of our work being dependent on the work of the other contractors, "Time extension should be provided if the contractor is unable to execute the works due to delays caused by the other contractors". Kindly confirm.	Bidder to plan work as per site conditions. No claim shall be entertained on this account. Tender Conditions prevail.
4	Volume I of III	45.2 of GCC - Delays by owner of his authorised agents	55 of 137	No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT.	We understand that contractor shall be entitled for cost compensation for delays not attributable to the default of the contractor. Kindly confirm.	Clause is explicitly clear. Tender Conditions prevail.
5	Volume I of III	60.2 of GCC - For Item rate contract	58 of 137	Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus / minus (+/-)25% of the VALUE OF CONTRACT. Beyond (+) 25% up to & For reduction beyond 25% inclusive of (+) 50% contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.	We understand that this clause is not applicable for this contract. Kindly confirm.	Clause is explicitly clear. Tender Conditions prevail.
6	Volume I of III	76.1 & 103 of GCC - Actions & compensations in case of bad work & Labor laws	65 of 137 & 77 of 137	The CONTRACTOR shall be liable to pay compensation at the rate of 1% (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent) of the value of the whole WORK, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender.	Kindly limit this to 5% of the contract price. Also, clarify the parameters for levying the same. We also request to accept cumulative LD should be capped to maximum of 5% of the contract price(excluding AMC).	Clause is explicitly clear. Tender Conditions prevail.
7	Volume I of III	77.1 of GCC - Suspension of works	65 of 137	The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid.	We request M/s AGCL/Tractebel to accept that in case of suspension for reasons not attributable to the contractor, the contractor shall be entitled for cost compensation.	Clause is explicitly clear. Tender Conditions prevail.
8	Volume I of III	78.1 of GCC - Employer may do part of work	66 of 137	In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.	Kindly accept that total charge shall not be more than contract value.	Clause is explicitly clear. Tender Conditions prevail.
9	Volume I of III	80.1 of GCC & 10.4 of SCC - Defects Liability Period	66 of 137 & 96 of 137	The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate.	Kindly accept defect liability period as-18 months from date of supply or 12 months from date of commissioning, whichever is earlier.	Clause is explicitly clear. Tender Conditions prevail.
10	Volume I of III	81.2 of GCC - DEFECTS AFTER TAKING OVER	67 of 137	the EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued	Kindly accept that Commercial use of the works shall be deemed as acceptance of the works.	Clause is explicitly clear. Tender Conditions prevail.
11	Volume I of III	Forms & Formats/F-9,6 - Bank Guarantee for Contract Performance Security	121 of 137	Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately.	Kindly delete this clause.	Tender Conditions prevail.
12	Volume I of III	17.1 of SCC - Firm price	98 of 137	The quoted prices shall be firm and shall not be subject to price escalation till the work is completed in all respects. Quoted prices shall be applicable for items in case quantity of any item is increased / decreased by 25% of original quantities.	Kindly accept-Prices shall be revised on account of (a) change in statutory laws; and (b) change in delivery terms for reasons not attributable to the contractor's default. Also limit the addition/deletion to maximum of 15%.	Clause is explicitly clear. Tender Conditions prevail.
13	Volume I of III	GCC - Performa for contract agreement	87 of 137	CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK.	We understand that work shall be performed in compliance with the technical specifications and the terms of the contract. Kindly confirm.	Tender Conditions prevail.



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14	Volume I of III	107.1 of GCC - Arbitration	79 of 137	The Employer [Assam Gas Company Limited. ] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.	Kindly accept that the Sole Arbitrator shall be mutually decided by both the parties. Also In the event of failure of the parties to nominate the sole arbitrator, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder.	Tender Conditions prevail.
15	Volume I of III	GCC/87.1 (ii) of GCC - Schedule of rates & payments	69 of 137	The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation.	Kindly accept that prices shall be revised on account of (a) change in statutory laws; and (b) change in delivery terms for reasons not attributable to the contractor.	Tender Conditions prevail.
16	Volume I of III	3.4 of IFB - Brief Scope of BID	5 of 137	Road Permits required for bringing materials in the State of Assam shall be arrange by contractor.	We request AGCL/Tractebel to issue Road permits/Way bill as per applicable Law	Tender Conditions prevail.
17	Volume I of III	27.1 of GCC - Price Reduction Schedule	47 of 137	Price Reduction schedule	Kindly replace Price reduction schedule with Liquidated damages.	Tender Conditions prevail.
18	Volume I of III	27.1 of GCC - Price Reduction Schedule	47 of 137	Total Contract price shall be reduced by 1/2 % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty.	We understand that total contract price is exclusive of AMC. Kindly confirm.	For CPBG, Contract Price is inclusive of Supply, Service and AMC. Tender condition prevail.
19	Volume I of III	10.1 of SCC - Contract Performance Guarantee	96 of 137	The Guarantee amount shall be 10% (Ten Percent) of the Contract Price as awarded, for the faithful performance of the contract strictly in accordance with terms and conditions of contract. The Guarantee shall be valid till expiry of 90 (Ninety) days after the end of contract period which includes defect Liability Period and AMC.	Kindly accept:-1) Initial PBG for 10% of Total Basic Value of Supply+Service Portion of contract valid up to Defect Liability Period. 2) PBG towards AMC- 10% of AMC Value valid up to completion of AMC Period of 4 Years.	CPBG shall be 10% of Contract price inclusive of Supply, Services & AMC. Tender Conditions prevail.
20	Volume I of III	18.1 of SCC - Works Contract	98 of 137	The work covered under this contract shall be treated as "Works Contract".	Kindly confirm that works shall be treated as works contract.	Tender Conditions prevail.
21	Volume I of III	21.3 of SCC - Change Orders/Extra Works/Deviations	98 of 137	Any change order as above comprising an alteration which involves a change in the cost of works (which sort of alteration is hereinafter called a "Variation") shall have impact on the contract value that shall be dealt towards end of contract. All change orders shall be approved by the Engineer-In-Charge.	Kindly accept that in case of any variation arises at any point of the project, contractor shall be given change order at that point itself.	Tender Conditions prevail.
22	Volume I of III	1.1 of SCC - Payment Terms & Mode of Payments	107 of 137		We request to accept following payment term # 10% advance against ABG of equivalent amount. # 10% against engineering document approval within 30 days. # 70% against material delivery along with necessary documents within 30 days from the date of submission of Invoice. # 5% against installation for contractor supplied item. # 10% against commissioning. However, in case owner is unable to provide fronts for a period of more than 60 days from the date of supply of material for any Station for reasons not attributable to contractor, then owner shall accordingly release this 10% supply part amount to contractor subject to submission of BG of equivalent amount.	Refer Corrigendum # 2
23	Volume I of III	1.1 of SCC - Payment Terms & Mode of Payments	107 of 137	1 PAYMENT TERMS 1.1 For Supply Portion: Partial payment is allowed. Payment against supply of equipment's shall be made in maximum of 10 Invoices. 1.1.1. 70% of supply portion shall be paid against satisfactory proof of receipt of material at site after satisfactory inspection by owner / consultant representative on submission of following documents. a. Signed invoice in triplicate. b. Clean bill of lading/ Airway Bill / Original LR/ GR as applicable c. Packing List d. Country of origin certificate if applicable e. Inspection release note issued by Owner/ Consultant / Third Party Agencies with all test certificates as mention in IRN. f. Bill of entry if applicable g. Dispatch clearance issued by Owner/ Consultant. h. Material received certificate issued by owner / consultant i. Indemnity Bond equivalent to invoice value 1.1.2. 20% on installation, site acceptance, testing & commissioning of individual item on submission of invoice in triplicate. 1.1.3. 9% of total supply portion on completion of all work and on handing over the Remote Monitoring & Control System to owner on submission of invoice in triplicate with following documents: a. Certificate from Owner/ Consultant for successful completion of Remote Monitoring & Control System b. Certificate from Owner/ Consultant for taking over of complete Remote Monitoring & Control System c. Certificate from Owner/ Consultant for receipt of final documents as defined in bid document. 1.1.4. 1% of Supply Portion shall be paid on completion of Defect Liability Period.	Kindly accept that if the site is not available for installation & commissioning for a period of more than 60 days from the date of supply and / or for reasons not attributable to contractor, then owner shall accordingly release 30% supply part retention amount to contractor subject to submission of BG of equivalent amount.	Refer Corrigendum # 2
24	Volume I of III	1.3 of SCC - Payment Terms & Mode of Payments	107 of 137	For AMC Portion:- 100% payment shall be released on half yearly basis against submission of invoice.	Kindly accept quarterly payment for AMC.	Refer Corrigendum # 2



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25	Volume I of III/ITB	ITB - GST Registration certificate	17 of 137	Bidders are required to submit of the Assam State GST Registration Certificate while submitting the bids	Kindly clarify that post award of contract, billing has to be done from contractor's Assam office or can also be done from their base locations.	Billing to be done from bidder Assam office only as in SOR only AGST to be indicated. Tender Conditions prevail.
26	Volume I of III/ITB	Performance Security	24 of 137	10% of the contract value	We understand that this value is excluding AMC. Kindly confirm.	Tender Conditions prevail.
27	Volume I of III/ITB	Price Schedule		CGST	Kindly clarify on CGST.	IN SOR, SGST is mentioned means State Goods & Service Tax.
28	Volume I of III/ITB	General	8 of 137	Security of contractor employees	We request AGCL to kindly suggest probable options for security of the contractor employees at site during work at site and during travel from guest house to site.	Contractor has to make their own security arrangement. Tender Conditions prevail.
29	Volume I of III/ITB	Bid due date			Kindly extend the bid due date by 4 weeks from the date of reply of pre-bid queries.	<b>Refer Corrigendum # 2</b>
30	Volume I of III	GCC/84.1 of GCC - Replacement of defective parts & materials	68 of 137	CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice	Kindly accept 30 days in place of 7 days.	Tender Conditions prevail.
31	Volume I of III	84.2 of GCC - Replacement of defective parts & materials	68 of 137	Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.	Kindly delete this clause.	Tender Conditions prevail.
32	Volume I of III	81.2 of GCC - Defects after taking over	67 of 137	The EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued.	Kindly accept that Commercial use of the works shall be deemed as acceptance of the works	Tender Conditions prevail.
33	Volume I of III	3.1.1 of SCC - Supply of Water, Power & Other Utilities	93 of 137	The Contractor shall be responsible at his own cost for arranging and providing all the required Water, Power, land required for storage facility and other utilities if any	We request M/s AGCL/Tractebel to provide Power, land required for storage facility and other utilities if required.	Tender Conditions prevail.
34	Volume I of III	31.3 of SCC - Defect Liability Period	101 of 137	In case of Contractor fails to resolve the defects/malfunction within the above specified time period, penalty shall be imposed as below:- a) Delay beyond 24 hours to 48 hours-Rs.10,000 per instance. b) Delay beyond 48 hours -Rs.20, 000 per instance.	We request for deletion of this clause of uncapped penalty.	Tender Conditions prevail.
35	Discussion during Pre-Bid Meeting	Discussion during Pre-Bid Meeting - Project Execution		AGCL / TE to provide inputs on the number of phase in which this project would be executed and number of RTU in each phase	Request input on the number of phases in which this project would be executed and number of RTU in each phase along with time duration of each phase.	Refer Corrigendum # 2
36	Limitation of liability	9.2 - Limitation of liability	95 of 137	Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Contract or otherwise shall be limited to 100% of Contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profit or loss of production.	Kindly accept:-Limitation of Liability: Notwithstanding anything contained herein, the Vendor's maximum aggregate limit of liability under this Contract shall not exceed the total Contract Price or payments received under the Purchase Order, whichever is lower.	Tender Conditions prevail.
37		Consequential losses	95 of 137		Kindly accept:-Exclusion of Indirect/ Consequential Losses: Notwithstanding any other provision of the Contract, neither party shall, under any circumstances be liable to the other for loss of profits, loss of use, loss of opportunity or any consequential or indirect or economic losses.	Tender Conditions prevail.
38	Volume I of III	10.2 of SCC	96 of 137	Contract Performance Bank Guarantee	The Bidder should be held responsible only for delay for reasons solely attributable to it or force majeure events. The Bidder cannot be held responsible for acts of Owner and other contractors working on the site. Therefore, CPBG should be extended only for defaults attributable to HIL.	Tender Conditions prevail.



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39	Volume I of III	12 of SCC	97 of 137	Subsequent Legislation	<u>Any new taxes / duties imposed after the date of submission of price bid &amp; up to contractual completion date shall be to AGCL's account</u> - In addition to observations in point # 3, impact of only new taxes / duties has been considered. If there are changes in fees, charges, expenses or there is any other financial impact due to change in legislation, it should be borne by the Owner.	Tender Conditions prevail.
40	Volume I of III	13 of SCC	97 of 137	Statutory Variation in Taxes & Duties	<u>Any variation in GST rates beyond the Contractual Completion Period shall be to contractor's account</u> - At first, is such delay in Contract Completion Period is due to default on the part of Employer or other contractor's working on the site or force majeure event, the Bidder should not be held responsible for it.	Tender Conditions prevail.
41	Volume I of III	17 of SCC	98 of 137	Firm Price	As per tender any variation in +/- 25% variation in quantities shall be at same price. It should be reduced to +/- 15%	Tender Conditions prevail.
42	Volume I of III	23.3 of SCC	99 of 137	Statutory Approvals	<u>Any changes / addition required to meet the requirement of statutory authorities including the requirement not covered in bid document should be carried out by contractor free of charge</u> : If it is an event amounting to change in law it should be subject to variation claim.	Tender Conditions prevail.
43	Volume I of III	31 of SCC	101 of 137	Defect Liability Period	<u>The malfunction has to be rectified within 24 hours</u> - Too short period to rectify such defects. It should be increased to 72 hours.	Tender Conditions prevail.
44	Volume I of III	42.3 of SCC	103 of 137	Insurance	<u>Reduction in contract value to the extent of reduced premium amount</u> - It should be the other way around. The premium should be reduced as per the Contract value and not other way around.	Tender Conditions prevail.
45	Volume I of III	47.2 of SCC	104 of 137	Annual Maintenance Contract	<u>The AMC shall also include supply of debugging / Upgradation</u> -We shall only provide free updates of software's if any.	Tender Conditions prevail.
46	Volume I of III	1.1.1.- Payment Terms	107 of 137	Furnishing of Indemnity Bond for payment	<u>Clarification</u> Why Indemnity bond is being asked for payment	Indemnity bond is required for materials issued to contractor for erection, installation work etc. towards safe custody in line with GCC clause no. 67.1 (viii). Tender Conditions prevail.
47	Volume I of III	1.1.18 of GCC	34 of 137	Definition - Appointing Authority	<u>Clarification</u> Please clarify/ define the term 'Managing Director' as used in the definition. Further, there is a Supreme Court judgement which restricts MD from being an appointing authority for arbitration. Also, the reference of Appointing Authority has not been used in the Arbitration Clause. Please remove it .	Clause no. 107 of GCC on page no. 79 of 137 is explicitly clear. Tender Conditions prevail.
48	Volume I of III	4.1(iii) of GCC	38 of 137	Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorized representative has signed the tender, as required by <u>Clause 14</u> hereof.	<u>Clarification</u> The clause 14 as referred to under the clause 4.1(iii) appears to be unrelated to the clause 4.1(iii). Please confirm/ correct.	Refer Corrigendum # 2
49	Volume I of III	26.2 of GCC	47 of 137	Outbreak of War	<u>Risk</u> Only Owner has the right to terminate or re-negotiate the Contract.  Contractor to employ "best endeavor" to complete the Work during such eventuality if Owner does not terminate the Contract.  We request contractor shall also be given right to terminate the contract.	Tender Conditions prevail.
50	Volume I of III	27.1 of GCC	47 of 137	Price reduction schedule	<u>Risk</u> LD is being levied @ 0.5% of Total Contract value / per complete week of delay. It should be changed to 0.5% of the defective portion of Work / Supply with an overall LD @ 5% of Total Contract value  The LD should be levied if due is only due to actions or omissions of Bidder not for reasons attributable to Owner, other contractors etc.	Tender Conditions prevail.
51	Volume I of III	38.1 of GCC	52 of 137	Power of Entry	<u>Clarification</u> The Power of Entry for point # i), ii), iii), v) and vi) should be expertise subject to giving a prior right to cure such breach , non-compliance etc.	Tender Conditions prevail.



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52	Volume I of III	87.1(ii) of GCC	69 of 137	SCHEDULE OF RATES TO BE INCLUSIVE	<b>Risk</b> Schedule of Rates (Contract Price) is fixed but Work to be carried out is variable as per the opinion of Engineer in Charge (Employer). Hence work and price shall be firm	Tender Conditions prevail.
53	Volume I of III	105.1 of GCC	78 of 137	Contractor to indemnify Employer if Contractor fails to perform any of its obligations under the contract.	<b>Risk</b> This clause provides for a very wide indemnity from Contractor (including any breach of the contract). In view of the fact that specific indemnities, i.e., for legal compliance, are provisioned separately under the contract, therefore, this indemnity should be qualified only to injury to person or property.	Tender Conditions prevail.
54	Volume I of III	105.1(ii) of GCC	79 of 137	Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.	<b>Risk</b> The clause does not allow the Contractor to dispute any payment made by the Employer against any claims. Hence this clause shall be deleted	Tender Conditions prevail.
55	Volume I of III	107.1 of GCC	79 of 137	Arbitration	Please Add: Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 ("Act"), including any statutory modification thereof. The arbitration shall be conducted by three arbitrators, one each to be appointed by Contractor and Purchaser/Owner and the third to be appointed by both the arbitrators in accordance with the Act. If either of the parties fails to appoint its arbitrator within thirty (30) days after receipt of a notice from the other party invoking the arbitration clause, the appointment of arbitrators shall be in accordance with the provisions of the Act. The decision of the majority of the arbitrators shall be final and binding upon the parties. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The venue of arbitration shall be mutually agreed between the parties.	Tender Conditions prevail.
56	Volume I of III	108 of GCC	80 of 137	Jurisdiction	Both the Arbitration proceedings and court proceedings have been specified. Therefore, the jurisdiction of courts should be curtailed to decide interim applications before or during arbitration proceedings or for challenging the awards.	Tender Conditions prevail.
57	Volume I of III	77.0 - SUSPENSION OF WORKS	65 of 137	Suspension/termination by contractor :	Please add : In case payment of invoices by Purchaser/Owner is delayed or any material breach of contract by purchaser, Contractor shall be entitled to suspend performance and delivery. Any cost incurred by the Contractor in relation to such suspension shall be paid by Purchaser/Owner. The delivery date shall be extended for a period equal to the time lost by reason of suspension. In the event of the suspension continuing for more than 60 days, then the Contractor may terminate the contract by issuing 30 days written notice. Upon such termination, the Contractor shall be entitled to the costs of the work already completed and work in progress. Contractor should be entitled to terminate the contract if the Contractor is unable to carry out of its obligation under the Contract for any reason attributable to the Purchaser/Owner, including but not limited to the Purchaser/Owner failure to provide possession of or access to the Site or other areas or failure or delay to obtain any governmental permit necessary for execution and/ or completion of the facilities.	Tender Conditions prevail.
58	Volume I of III		of 137	Extension of time:	Please add: In case the Contractor's performance is delayed due to any act of omission on the part of the Owner or his authorized agents or other contractors on site, then the Contractor shall be given due extension of time for the completion of the Works, to the extent such omission on the part of the Purchaser has caused delay in the Contractor's performance of the Contract. Owner shall grant appropriate cost compensation along with time extension	Tender Conditions prevail.
59	Commercial - GCC	1	34 of 137	Completion Certificate	We request you to kindly add the following to the existing definition: Either of the following conditions shall effectuate Deemed Completion Certificate : (a) Commercial Operation of the Works/Plant; or b) Delay by 30 days in Taking Over by Owner for the reasons not attributable to Contractor; or (c) Minor defects/issues in the Works which do prevent operation of the Works;	Tender Conditions prevail.
60	Commercial - GCC	1.1.6 and 1.1.7	33 of 137	Definition - Construction Equipment	<b>Clarification</b> The clauses mentioned in the clause 1.1.6 and 1.1.7 appear to be identical therefore redundant. Please confirm.	Tender Conditions prevail.
61	Commercial - GCC	1.1.16	34 of 137	Definition - Final Certificate	<b>Clarification</b> Please clarify what is 'period of liability' as used in the definition.	Refer Corrigendum # 2
62	Commercial - GCC	2.1 (b)	35 of 137	Access by Road	<b>Clarification</b> The Bidder should not be required to build temporary access roads. This is not being envisaged as a part of scope of work. Please clarify if this clause is applicable.  Non - availability of access roads etc. may impact the deliveries and performance of Work. The Bidder should be excused for performance in such a case.	All consumer end is well connected by road. Tender Conditions prevail.



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63	Commercial - GCC	2.3 to 2.5	36-37 of 137	Water, Power Supply etc.	<b>Clarification</b> The SCC says that the Employer shall not provide Water, Power etc. Therefore, other clauses in GCC pertaining to Water, Power etc. should be deleted.	SCC supersedes GCC. Tender Conditions prevail.
64	Commercial - GCC			In many places, it is specified that the decision of the Engineer shall be final and binding on the Contractor	<b>Risk and Affirmation</b> The Bidder should be provided an affirmative right to dispute such decision of the Engineer. The Arbitration clause is not very clear on this very aspect as to such objections can be referred for arbitration or not. Please provide clarity on the same.	Tender Conditions prevail.
65	Commercial - GCC	23	45 of 137	<b>Contractor to obtain his own information:</b> Any change in layout conditions due to site conditions or technological requirements shall be binding on the Contractor and .....	<b>Risk and Clarification</b> A change in technological requirements may lead to variation claim also. It may amount to change in technical specifications which is a ground for variation. Please clarify change in technical requirement will lead to variation claim or not.	Tender Conditions prevail.
66	Commercial - GCC	24.3	45-46 of 137	<b>Contract Performance Security</b> If the Contractor, sub-contractor or their employees etc. shall damage, break etc. property belong to the Owner or others during the execution of the Contract, the same shall be made good by the Contractor .....	<b>Risk and Suggestion</b> Similar protection should be afforded to Contractor also if such claim arises due to action of Employer or other contractors engaged on the site by Employer	Tender Conditions prevail.
67	Commercial - GCC	26.1	47 of 137	Force Majeure	<b>Risk</b> Contractor does not have any right to terminate the contract in case of force majeure.  Only Owner has a right to terminate the contract in case of suspension of the works for more than 2 months resulting from force majeure. Contractor shall also be given right of termination	Tender Conditions prevail.
68	Commercial - GCC	29 and 30	48,49 of 137	Failure by the Contractor to comply with the provision of the Contract  Contractor remains liable to pay compensation if action not taken under clause 29	<b>Clarification</b> There is no sub-clause (c) under clause 29, therefore, the reference of the same from clause # 30 be removed.  Clause 29.2 states that the Owner may take over materials, equipment and plant available at site without any compensation. Clause 30 says that the Owner shall be liable to pay compensation for usage of tools, plant, materials and stores. Which clause will prevail in such a case?	Sub-clause c is deleted. Conditions for both clause are different & will be applicable as per situation arise. Tender Conditions prevail.
69	Commercial - GCC	34	50 of 137	Owner not bound by Personal Representations	<b>Clarification</b> This clause should be made mutual i.e. the bidder should not be bound by personal or oral representations else the bidder would be responsible only for written representations	Tender Conditions prevail.
70	Commercial - GCC	36.2	51 of 137	Removal of any of the CONTRACTOR'S or SUB- CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees at once from the employment, if in the opinion of the Engineer in Charge such person is guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties.	<b>Clarification &amp; Risk</b> Contractor assumes that the Engineer in Charge's opinion shall be made judicially and communicated to Contractor with reasons with an opportunity for being heard. Please confirm.	Tender Conditions prevail.
71	Commercial - GCC	39.1	53 of 137	Contractor responsibility with Mechanical, Electrical .....	<b>Clarification</b> The Employer should assist in coordination with other vendors and should stand to resolve conflicts between the contractors.	Tender Conditions prevail.
72	Commercial - GCC	41.1	52 of 137	Mere proof of issue of any notice to Contractor by the Owner shall be taken to be sufficient delivery.	<b>Risk</b> Actual delivery of any notice to Contractor needs to be taken as the sufficient delivery.	Tender Conditions prevail.
73	Commercial - GCC	43.1	54 of 137	Patents and Royalties  ..... Any invention made by the Contractor or his employee or in relation to performance of work	<b>Risk</b> Such patent cannot be granted on a free license basis, it should be subject to terms and conditions then agreed	Tender Conditions prevail.
74	Commercial - GCC	44.4	55 of 137	Liens	<b>Clarification and Risk</b> The Indemnification Obligations for claims from Sub-contractors etc. should be restricted to the Final Certificate. It should not be extended to two years post issuance of Final Certificate.	Tender Conditions prevail.



**REPLY TO BIDDER'S PRE-BID QUERIES**  
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Tender doc. No.: P.005712 D11050 002

Owner - Assam Gas Company Ltd. (AGCL)

Consultant - Tractebel Engineering Pvt. Ltd. (TEPL)

Pre-bid meeting held on 13.02.2019

Date: 04.03.2019

Sr. No.	Volume No.	Clause no.	Page No.	Tender Requirements	Bidder's Query	TE -IN /AGCL Reply
75	Commercial - GCC	45	54 of 137	Delays by the owner and his authorized agents	<b>Risk</b> Only time extension for completion of Work may be provided by Employer. Price adjustment shall also be provided	Tender Conditions prevail.
76	Commercial - GCC	50	56 of 137	Transfer of Title	We request AGCL that the title should be transferred on Completion Certificate instead of Final Acceptance	Tender Conditions prevail.
77	Commercial - GCC	54	57 of 137	Spares	<b>Clarification</b> We request AGCL that the obligation to inform 12 months in advance about phasing out of spares should be reduced to 3 months.	Tender Conditions prevail.
78	Commercial - GCC	55.1	56 of 137	Execution of Work	<b>Clarification</b> The words "completion unless otherwise mentioned in the CONTRACT" at the end of the clause appear to be redundant. Please confirm.	Tender Conditions prevail.
79	Commercial - GCC	60	58 of 137	Alterations in Specifications, Design and Extra Works	The variations may be restricted to $\pm 15\%$ of the contract quantities and anything more than that shall be on prices to be quoted separately. Also the time period for issuing variation order may be issued only till 3 months from the Zero Date.	Tender Conditions prevail.
80	Commercial - GCC	61.2	59 of 137	Drawings to be supplied by the Employer	<b>Clarification &amp; Risk</b> Contractor assumes that any delay in supply of any drawings shall result into extension of time for completion of the Work. Please confirm.	Tender Conditions prevail.
81	Commercial - GCC	67.1(v)	61 of 137	The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.	<b>Clarification &amp; Risk</b> Contractor assumes that any delay in supply of any such materials shall result into extension of time for completion of the Work. Please confirm.	Tender Conditions prevail.
82	Commercial - GCC	71	63 of 137	Discrepancies between Instructions	<b>Clarification &amp; Risk</b> Contractor assumes that any delay caused due to resolving or taking clarity on any such discrepancy in instructions shall result into extension of time for completion of the Work. Please confirm.	Tender Conditions prevail.
83	Commercial - GCC	76	64 of 137	ACTION AND COMPENSATION IN CASE OF BAD WORK	<b>Risk</b> No LD should be stipulated if the Engineer in Charge demands to rectify any fault which was passed previously.	Tender Conditions prevail.
84	Commercial - GCC	77	65 of 137	Suspension of Works	<b>Additional clause suggested</b> In case payment of invoices by Purchaser/Owner is delayed or any material breach of contract by purchaser, Contractor shall be entitled to suspend performance and delivery. Any cost incurred by the Contractor in relation to such suspension shall be paid by Purchaser/Owner. The delivery date shall be extended for a period equal to the time lost by reason of suspension. In the event of the suspension continuing for more than 60 days, then the Contractor may terminate the contract by issuing 30 days written notice. Upon such termination, the Contractor shall be entitled to the costs of the work already completed and work in progress. Contractor should be entitled to terminate the contract if the Contractor is unable to carry out of its obligation under the Contract for any reason attributable to the Purchaser/Owner, including but not limited to the Purchaser/Owner failure to provide possession of or access to the Site or other areas or failure or delay to obtain any governmental permit necessary for execution and/ or completion of the facilities.	Tender Conditions prevail.
85	Commercial - GCC	78	100065	EMPLOYER MAY DO PART OF WORK	<b>Clarification &amp; Risk</b> Contractor assumes that this option shall be exercised by the Employer after providing reasonable cure period. Please confirm.	Tender Conditions prevail.



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Sr. No.	Volume No.	Clause no.	Page No.	Tender Requirements	Bidder's Query	TE -IN /AGCL Reply
86	Commercial - GCC	81.1(b)	66 of 137	...and <b>In case CONTRACTOR shall fail to do so</b> , the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests <b>3</b> and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.	<b>Clarification &amp; Risk</b> W.r.t the words highlighted in bold font and underlined, the mandate placed upon the Contractor is not clear. Please clarify.	Tender Conditions prevail.
87	Commercial - GCC	81.2	66 of 137	Employer may remedy any defect and can bill such amount to Contractor as may be decided by the Employer.	<b>Risk</b> No parameters provided to quantify such expenses. Hence this clause shall be elaborated	Tender Conditions prevail.
88	Commercial - GCC	85	67 of 137	Indemnity	<b>Risk</b> Following words need to be added to the clause: "provided that any action or omission by the Employer has not contributed to such specified event resulting into indemnity hereunder."	Tender Conditions prevail.
89	Volume I of III				Bidder request to extend bid submission due date by 4 weeks.	Refer Corrigendum # 2.
90	Volume I of III	80 of GCC	66 of 137	(DEFECTS LIABILITY PERIOD) TWELVE MONTHS PERIOD OF LIABILITY FROM THE DATE OF ISSUE OF COMPLETION Certificate.	We request for further addition to the clause as follows: In case the site is not completed, for reasons not attributable to Bidder, Defect Liability period shall be 18 months from the date of Phase-wise supply.	Tender Conditions prevail.
91	Volume I of III	1.1.1 of Payment Terms	107 of 137	<b>(FOR SUPPLY PORTION)</b> 70% of supply portion shall be paid against satisfactory proof of receipt of material at site after satisfactory. a. Signed invoice in triplicate. b. Clean bill of lading/ Airway Bill / Original LR/ GR as applicable c. Packing List d. Country of origin certificate if applicable e. Inspection release note issued by Owner/ Consultant / Third Party Agencies with all test certificates as mention in IRN. f. Bill of entry if applicable g. Dispatch clearance issued by Owner/ Consultant. h. Material received certificate issued by owner / consultant i. Indemnity Bond equivalent to invoice value	Please confirm the 70% payment shall be paid within 15 days of date of shipment. Also, please note the following: f) Bill of Entry is not applicable. j) Indemnity Bond is not applicable.	Tender Conditions prevail.
92	Volume I of III	1.1.2 of Payment Terms	107 of 137	20% on installation, site acceptance, testing & commissioning of individual item on submission of invoice	We request for further addition to the clause as follows: In case the site work is not completed, for reasons not attributable to Bidder, this payment of 20% of invoice value shall be released within 6 months of the date of supply, against submission of 10% Performance Bank Guarantee.	Refer Corrigendum # 2
93	Volume I of III	1.1.3 and 1.1.4 of Payment Terms	107 of 137	1.1.3 9% of total supply portion on completion of all work and on handing over the Remote Monitoring Control System to owner on submission of invoice in triplicate with following documents a. Certificate from Owner/ Consultant for successful completion of Remote Monitoring & Control System b. Certificate from Owner/ Consultant for taking over of complete Remote Monitoring & Control System c. Certificate from Owner/ Consultant for receipt of final documents as defined in bid document. 1.1.4 1% of Supply Portion shall be paid on completion of Defect Liability Period.	We request for further addition to the clause as follows: In case the handover is not completed, for reasons not attributable to Bidder, this payment of 10% of invoice value shall be released within 9 months of the date of supply, against submission of 10% Performance Bank Guarantee.	Tender Conditions prevail.





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Consultant - Tractebel Engineering Pvt. Ltd. (TEPL)

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Date: 04.03.2019

Sr. No.	Volume No.	Clause no.	Page No.	Tender Requirements	Bidder's Query	TE -IN /AGCL Reply
94	Volume I of III	1.1.2 of Payment terms	107 of 137	(FOR WORK PORTION) 9% of Service Charges shall be paid on completion of all work and on handing over the Remote Monitoring & Control System to owner and submission of documents as listed for supply portion. 1% of Service Charge shall be paid on completion of Defect Liability Period	We request for further addition to the clause as follows: In case the handover is not completed, for reasons not attributable to Bidder, this payment of 10% of invoice value shall be released within 3 months of the date of completion of installation and commissioning, against submission of 10% Performance Bank Guarantee.	Tender Conditions prevail.
95	General				Please confirm if the dispatches and installation commissioning are planned in Phases, with Phase wise invoicing and handover, warranty, AMC etc.	Refer Corrigendum # 2.
96	DOC. NO. P.005712 D11050 002	80.2	66 of 137	If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/portion of WORK <u>shall be operative from the date such rectification/ replacement are carried out</u> and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only.	We request for further addition to the clause as follows: However, under any circumstances, warranty shall be limited to total of 24 months from the date of original supply or 18 months from original commissioning, whichever is earlier.	Refer Corrigendum # 2.
97	DOC. NO. P.005712 D11050 002	31	101 of 137	31.2 In the event of any malfunction of the system , the same should be resolved within 24 hours on the receipt of such information from owner. 31.3 In case of Contractor fails to resolve the defects/malfunction within the above specified time period, penalty shall be imposed as below:- a) Delay beyond 24 hours to 48 hours -Rs.10,000 per instance. b) Delay beyond 48 hours -Rs.20, 000 per instance. c) Delay beyond 48 hours -Rs.30, 000 per day.	Please note that sites being remote and difficult to access because of limited flight options, request you to modify the clause as follows: 31.2 In the event of any malfunction of the system , the same should be <b>attended within 72 hours</b> on the receipt of such information from owner. 31.3 In case of Contractor fails to <b>attend to</b> the defects/malfunction within the above specified time period, penalty shall be imposed as below:- <b>a) Delay beyond 72 hours to 96 hours -Rs.10,000 per instance.</b> <b>b) Delay beyond 96 hours -Rs.20, 000 per day.</b> Also, there shall be overall cap of 2% of total order value on the above penalties.	Tender Conditions prevail.
98	DOC. NO. P.005712 D11050 002	47.2	104 of 137	The AMC shall also include supply of software debugging / up gradation, Operation & Maintenance spares, tools and tackle as required.	Please note that security patches, if any, shall be included in software part. However, upgrades shall be offered on chargeable basis.	Refer Corrigendum # 2
99	DOC. NO. P.005712 D11050 002	47.5	105 of 137	During AMC period, Contractor shall deploy 2 Engineers capable to take care of all AMC activities.	We understand that two resident engineers are to be considered. Please note that for such Resident Engineers, we request for local transportation and accommodation to be provided by AGCL. Also, they shall have 5 days working with 8 hrs. per day basis, with Saturday and Sunday as off days.	AGCL shall not provide any transportation & accommodation to the resident engineers. Off day may not necessarily be Saturday or Sunday. Tender Conditions prevail.
100	DOC. NO. P.005712 D11050 002	1.3	107 of 137	For AMC Portion:- 100% payment shall be released on half yearly basis against submission of invoice.	AMC Portion payment shall be quarterly basis, i.e. 4 times in an year against submission of Invoice.	Refer Corrigendum # 2
101	Volume I of III	12.8 of ITB	17 of 137	Bidders are required to submit of the Assam state GST reg. certificate while submitting the bid.	At the time of Submission of Bid, we will give declaration that Assam State GST registration certificate will be given after award of contract. Please consider our request.	Refer Corrigendum#2
102	Volume I of III	5.1.1 - Bid evaluation criteria	5 of 137	Technical - " Bidder shall be OEM of SCADA system and RTU"	M/S. Lotus Wireless Technologies India Pvt.Ltd is participating as an OEM of RTU and SCADA. As such, it is requested that "Lotus Wireless" make RTU to be included in the Recommended Vendor List of Vol-II (page no.175 to 187 ). Acceptance of "Lotus Wireless" Make RTU may be indicated.	Refer Corrigendum#2
103	Volume I of III	1.1.1.- Payment Terms	107 of 137	Commercial, Vol I of III, APPENDIX - I TO SPECIAL CONDITIONS OF CONTRACT) PAYMENT TERMS :Page 16/17.	Payment Terms request as per YIL.: Supply : 10% Advance 80% Against Supply on Pro-rata basis. 10% After receipt of materials at site.	Refer Corrigendum # 2
104	Volume I of III	7.0 of IFB	7 of 137	Commercial, Vol I of III, 7.0 DETAILS OF BID DOCUMENTS: Page 3 of 6	Many buyouts are involved and we need time to prepare datasheet for each item, hence YIL request for extension of Bid submission date till 26th April-2019.	Refer Corrigendum # 2
105	Volume I of III	General	General	General	Accommodation for YIL engineer at AGCL site to be provided.	Tender Conditions prevail.
106				<b>General</b>	Site survey : YIL request AGCL to allow us to carryout site survey on 27 <sup>th</sup> Feb-2019 for 1 day. Kindly confirm so that we can plan our travel.	Completed



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Sr. No.	Volume No.	Clause no.	Page No.	Tender Requirements	Bidder's Query	TE -IN /AGCL Reply
107	Volume I of III		5 of 137	4.0 CONTRACT DURATION & COMPLETION PERIOD	Delivery – AGCL to provide phase wise schedule for supply of RTU's over 44 months as specified in delivery clause.	Refer Corrigendum # 2
108	Volume I of III	47	104 of 137	ANNUAL MAINTENANCE CONTRACT (AMC)	AMC clause: Phase wise based on issue of Completion Certificate.	Refer Corrigendum # 2
109	Volume I of III		107 of 137		Cap on Warranty & Payment.: If there is a delay in commissioning of any RTU after Supply is completed then there should be a Cap on Warranty & Payment.	Tender Conditions prevail.
110	Volume I of III		107 of 137	APPENDIX - I TO SPECIAL CONDITIONS OF CONTRACT] PAYMENT TERMS	SUPPLY RETENTION: Portion is too Heavy, AGCL to consider payment release against securities like ABG/PBG.	Refer Corrigendum # 2.
111	Volume I of III	1.1.1.- Payment Terms	107 of 137	h. Material received certificate issued by owner / consultant i. Indemnity Bond equivalent to invoice value	We would request you to accept below payment terms- For Supply: • 80% of supply portion on Prorata basis shall be paid against submission of invoice. • 10% on completion of Installation, In case installation gets delayed by 90 days from the date of supply due to the reasons not attributable to the Vendor, the payment shall be released against submission of BG of equal amount. • 10% on Testing and commissioning. In case this gets delayed by 90 days from the date of supply due to the reasons not attributable to the Vendor, the payment shall be released against submission of BG of equal amount.  For Service: • 90% on installation, • 10% on Testing and commissioning. In case this gets delayed by 30 days from the date of Installation due to the reasons not attributable to the Vendor, the payment shall be released against submission of BG of equal amount.  All payments shall be released within 30 days from the date of Invoice.	Refer Corrigendum # 2
112	Volume I of III	1.1.1.- Payment Terms	107 of 137	h. Material received certificate issued by owner / consultant i. Indemnity Bond equivalent to invoice value	Request you to delete these two clause from payment terms, as these may affect vendor cash flow.	Tender Conditions prevail.
113	Volume I of III	13 of SCC	97 of 137	The statutory variation in GST within the Contractual completion period shall be to Owner's account, against submission of the documentary evidence. However, any increase in the rate of GST beyond the Contractual completion period shall be to contractor's account whereas any decrease in the rate of GST shall be passed on to the Owner/Consultant.	Replace by ""Any changes in the existing tax structure owing to change in GOVT policy or otherwise, any increase/decrease or introduction of new levies, taxes, duties, cess of whatever nature or abrogation of existing levies, taxes, duties, cess after submission of bid document or during the contractual delivery period or within extended delivery period for which input tax credit is available or not shall be in the scope of purchaser and shall be paid to seller at actual.""	Tender Conditions prevail.
114	Volume I of III	18 of SCC	98 of 137	The work covered under this contract shall be treated as "Works Contract".	Please refer my mail dated 22.6.2018 "Since we shall be supplying goods & providing services in line with scope define in the BID does not fit into definition of Works contract, in line with section 2 (119) of GST act. Kindly clarify and share notification which specify the same.  Based on scope defined we shall be charging GST @ 18% which shall be over and above basic sale price."	Tender Conditions prevail.
115	General	Clause to add	8 of 137	Clause to add	In case delay in overall completion of the project/Contract/Purchase Order / scope of work is attributable to Customer then Honeywell reserves its right to claim charges for:- • the extension of the stay at site, if applicable • extension of the Bank Guarantee, if applicable • extension of the Insurance cover, if applicable	Tender Conditions prevail.
116	General	Clause to add	8 of 137	Clause to add	Though the prices are firm however, the seller reserves its right to claim price variation in case the project doesn't start within ..... Days ( Please mention date as per our price validity) from the date of PO or gets delayed from original contractual delivery period for the reasons not attributable to Seller. The revised prices shall be mutually discussed and agreed by both the parties.	Tender Conditions prevail.
117	General	Clause to add	8 of 137	Clause to add	Honeywell reserves its rights to change nature of transaction/Change in material movement methodology from indirect (From vendor to customer ) to direct (From HAIL to Customer) or vis a versa under intimation to customer. Owing to this change or arrangement, Would there be any impact from taxation perspective i.e. rate of IGST/CGST/SGST/UTGST the same shall be to the account of customer.	Tender Conditions prevail.



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Sr. No.	Volume No.	Clause no.	Page No.	Tender Requirements	Bidder's Query	TE -IN /AGCL Reply
118	Volume I of III	23 of GCC	44 of 137	23.0 CONTRACTOR TO OBTAIN HIS OWN INFORMATION	We take exception to this clause, to the extent it is not related to our SOW under the contract, esp. the portion stating "The CONTRACTOR shall be deemed to have visited..... enquires as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works.....Any .....times in strict accordance with the CONTRACT.....Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no. extra claim on this account shall be entertained"	Tender Conditions prevail.
119	Volume I of III	11 & 24 of GCC	41 & 45 of 137	PROFORMA FOR CONTRACT AGREEMENT 11.0 TENDERER'S RESPONSIBILITY 24.0 CONTRACT PERFORMANCE SECURITY	We are agreeable to provide PBG provided that the BG formats are open to mutual agreement. Cl. 24.3 and 24.4 are not acceptable. We also request that the BG are subject to the full. conditions/revisions in the formats.  · This Guarantee is restricted to express delays/defaults for timely delivery of supplies and/or timely completion of services as defined in the SOW.  · This Guarantee shall stand discharged and invalid upon its expiry at the above-referred date whether or not this Guarantee is returned to the Bank in original or a "Discharge letter" is issued from the Company to the Supplier.  · Notwithstanding anything to the contrary, this Guarantee shall NOT be invoked unless and until, the Supplier is served at least 14 working days' notice before invocation, stating that the Supplier has failed/delayed to deliver the products/fulfill the services in terms of the defined SOW, whereupon this Guarantee is liable to be invoked.  · This Guarantee shall be governed exclusively by the laws of India and subject exclusively to the Courts at Mumbai.  Cl. 28 needs adequate revision in view of above.	Tender Conditions prevail.
120	Volume I of III	25 of GCC	46 of 137	25.0 TIME OF PERFORMANCE	We agree to this clause, provided that the obligation to abide by 'time as essence of contract' is complied by both the Parties. We therefore request the full. addition:  "Notwithstanding anything else to the contrary, where Seller is unable/delayed from adhering to the time schedule for performing its portion of the work due to delays or any events which are not attributable to the Seller, then the Seller shall be compensated for the work performed/goods delivered/obligations undertaken."	Tender Conditions prevail.
121	Volume I of III	45 of GCC	55 of 137	45.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS	We agree to begin work from the date of PO/WO but not from the date of LoI.	Tender Conditions prevail.
122	Volume I of III	27 of GCC	47 of 137	27.0 PRICE REDUCTION SCHEDULE	Same observations as before for 'Time is the essence of the CONTRACT' i.e. the clause to be mutually applicable.  We are OK for PRS, provided that the price reduction is levied only the undelivered/unperformed portion of the contract value. Such PR shall constitute Purchaser's sole and exclusive remedy, to be will be levied for delay in supplies, which delays are solely attributable to Honeywell. We also request that there should be incentive bonus for early completion of work. These may be based on milestones and they can also be capped at a certain max. percentage of the contract value [say, 5%] or at a mutually agreed percentage by the Parties.	Tender Conditions prevail.
123	Volume I of III	28 of GCC	48 of 137	28.0 RIGHTS OF THE OWNER TO FORFEIT CONTRACT PERFORMANCE SECURITY	Pl. see afore-mentioned comments on Cl. 24. This clause has inbuilt set-off provisions, which we cannot agree to. Alternatively, the clause may be qualified to restrict all rights and liabilities under the same contract.	Tender Conditions prevail.
124	Volume I of III	29 of GCC	48 of 137	29.0 FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT	Cl 29.2: This clause is very onerous and we cannot agree to it in the current form.	Tender Conditions prevail.
125	Volume I of III	30 of GCC	49 of 137	30.0 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 29	We cannot agree to this clause as it is very onerous and broad and there are already ample remedies available to the Buyer under the contract for addressing defaults by the Seller.	Tender Conditions prevail.



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Sr. No.	Volume No.	Clause no.	Page No.	Tender Requirements	Bidder's Query	TE -IN /AGCL Reply
126	Volume I of III	87 of GCC	69 of 137	87.0 SCHEDULE OF RATES AND PAYMENTS	The clause in the current form is not acceptable since it is not possible to foresee and price all kinds of risks and liabilities. We therefore cannot agree to clauses such as ii) SCHEDULE OF RATES TO BE INCLUSIVE, vi) SCHEDULE OF RATES TO COVER RISKS OF DELAY etc. further, we respect to payment terms, we request the full revision: "Buyer will pay invoices within 30 days from the date of invoice to the account specified by Honeywell with immediately available funds through electronic transfer. Honeywell may submit invoices electronically. Payment must be made in Indian currency unless agreed otherwise in the Order. Buyer must provide the following remittance information when making payment: (a) invoice number, (b) amount paid. Payment must be in accordance with the "Remit To" field on each invoice. If remittance information is missing, Honeywell will invoice service fee of INR equivalent of \$ 500 for each such occurrence. Honeywell may make partial deliveries that will be invoiced as they are delivered. Honeywell may also increase price and recover associated costs, for the following that occur between the date of the Order and delivery: (a) foreign exchange variation, (b) increased cost of third party content and materials, (c) periodic price increase of Products and Services, (d) impact of government tariffs, and (e) increases in costs of industrial metals as published by the London Metal Exchange ( <a href="https://www.lme.com/">https://www.lme.com/</a> ). If Buyer does not dispute an invoice within 15 days after invoice date, Buyer has waived the right to do so. Honeywell reserves a right to correct any inaccurate invoices. Buyer may not set off invoiced amounts against sums that are due from Honeywell. Honeywell extends credit only if Buyer maintains acceptable credit standing. If Buyer pays late, Honeywell may: (a) suspend deliveries until all delinquent amounts and late interest, if any, are paid, (b) repossess Products or software for which payment has not been made, (c) charge interest for non-payment at lesser of 1.5 % per month for each full or partial month or the maximum legal rate available under governing law, (d) recover all costs of collection, including but not limited to reasonable attorneys' fees, and (e) combine any of the above rights and remedies as may be permitted by applicable law."	Tender Conditions prevail.
127	Volume I of III	91 of GCC	71 of 137	91.0 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS	We cannot agree to the portion stating "failing which the CONTRACTOR will lose his right to claim any compensation/ reimbursement / damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of this right in respect thereof." Or any such similar provisions anywhere in the contract.	Tender Conditions prevail.
128	Volume I of III	91 of GCC	71 of 137	SECTION-VII TAXES AND INSURANCE	Honeywell invoices are exclusive of for taxes, duties and charges, which are Buyer's responsibility. Honeywell prices are inclusive of customs duty payable by Honeywell on imported raw materials and other imported components (if any) but excluding excise duty, sales tax, works contract tax, goods and service tax and other taxes and duties payable in India on finished products and/or services. These duties and taxes shall be paid by the Buyer at a rate leviable on the finished products and/or services at the time of sale/delivery of the Goods and/or provision of services in accordance with provisions of this Order and the law for the time being in force. Honeywell shall furnish to the Buyer necessary documents to avail CENVAT credit/input tax credit on such goods and/or services. Further, in case of change in law or levy of new tax in future, Honeywell is entitled to charge the applicable transaction tax in accordance with the provisions of the law for the time being in force. Buyer shall pay applicable transaction tax to Honeywell at the time of delivery.	Tender Conditions prevail.
129	Volume I of III	102 of GCC	77 of 137	102.0 DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY	Please see afore-mentioned comments on CL. 85—Indemnities.	Tender Conditions prevail.
130	Volume I of III	105 of GCC	78 of 137	105.0 CONTRACTOR TO INDEMNIFY THE EMPLOYER	Please see afore-mentioned comments on CL. 85—Indemnities	Tender Conditions prevail.
131	Volume I of III	107 of GCC	79 of 137	107.0 ARBITRATION	We cannot agree to the portion stating "In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (AGCL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties". We propose that the right, in such a case, shall vest with the Courts, as provided under the Act. We request that venue and jurisdiction be a neutral such as New Delhi or Mumbai.	Tender Conditions prevail.
132	Volume I of III	108 of GCC	80 of 137	108.0 JURISDICTION	Clause lacks clarity on which Courts will have jurisdiction. We propose a neutral jurisdiction such as New Delhi or Mumbai	Tender Conditions prevail.
133	Volume I of III	Payment Terms	107 of 137	Payment Terms	Please see afore-mentioned comments on payment terms	Tender Conditions prevail.



**REPLY TO BIDDER'S PRE-BID QUERIES**  
**SCADA AND TELECOM SYSTEM FOR AGCL GAS PIPELINE NETWORK-PHASE II**

Tender doc. No.: P.005712 D11050 002

Owner -Assam Gas Company Ltd. (AGCL)

Consultant - Tractebel Engineering Pvt. Ltd. (TEPL)

Pre-bid meeting held on 13.02.2019

Date: 04.03.2019

Sr. No.	Volume No.	Clause no.	Page No.	Tender Requirements	Bidder's Query	TE -IN /AGCL Reply
134	Volume I of III	Form F-9	121 of 137	Format for CPBG	Please see afore-mentioned comments on Performance Security. Additionally, in the current format, Cl. 6 is not acceptable. Cl. 3 may please be deleted/revised for any Injunctions by Courts/Tribunals against BG invocation.	Tender Conditions prevail.
135	P.005712 D 11050 002.	5.1.4	(PTS-SCADA, Vol.-I, Rev 0)	Make of SCADA and RTU/PLC offered under this project should be same as that provided under the project to meet the BEC.	We request to delete this clause since the BQR is to be capability related. We have executed many pipeline, wellhead and PMS SCADA projects in oil and gas industry .We propose to offer Honeywell make RTU.	Tender Conditions prevail.
136	Volume I of III	5.2.	93 of 137	Completion period for Supply, Installation and Commissioning of Remote Monitoring Control System for complete Scope of work, as defined in bid document, shall be Forty Four (44) months from the date of Letter of Intent (LOI).	Please confirm following. 1. Whether the supply can be made in one full lot for all 325 locations. 2. Whether the supply and commissioning shall be in Phased manner. Please provide phase wise plan in such case. In this case the defect liability and AMC shall be individual for respective phases. 3. As this is long duration project cycle, we request to provide price variation on account of currency value escalation.	Tender Conditions prevail.
137	Volume I of III	12.1	8 of 137	ZERO DEVIATION BIDS	We request to allow OEM /product level deviations if any that will not effect the operation and performance of SCADA system.	Tender Conditions prevail.
138	GCC 27	Liquidated damages	47 of 137	Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to OWNER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand. The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.	LD should be .5% per week & Maximum up to 5 % of total undelivered portion. Liquidated damages should be sole remedy for delay in delivery	Tender Conditions prevail.
139	GCC 80.3	Limitation of liability	66 of 137	Notwithstanding anything contrary contained herein, the aggregate total liability of CONTRACTOR under the Agreement or otherwise shall be limited to 100% of Agreement / Contract Value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production		Tender Conditions prevail.
140	Volume I of III	60.0 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS	58 of 137			Tender Conditions prevail.
141	Volume I of III		47 of 137	26.0 FORCE MAJEURE	Cl. 26.1—we request that the last Para for termination is made mutual.	Tender Conditions prevail.
142	Volume I of III		49 of 137	32.0 TERMINATION OF CONTRACT	32.1 TERMINATION OF CONTRACT FOR DEATH: Not applicable 32.2 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC: May please be made mutual or deleted. 33.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE: May please be made mutual. We also request the full. addition so as to make the clause mutual: "Seller may terminate this Agreement by giving written notice to the Buyer on the following events: failure of Buyer to make payment within 30 days of invoice or the Seller has reasonable grounds to believe that the Buyer is unable to make payment, and failure to remedy the breach within 3 calendar days after receipt of written notice of non-payment from Honeywell; or c. insolvency or suspension of other Party's operations or any petition filed or proceeding made by or against other Party under any state, Central or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for benefit of creditors or other similar proceedings."	Tender Conditions prevail.



**REPLY TO BIDDER'S PRE-BID QUERIES**  
SCADA AND TELECOM SYSTEM FOR AGCL GAS PIPELINE NETWORK-PHASE II

Tender doc. No.: P.005712 D11050 002  
Owner - Assam Gas Company Ltd. (AGCL)  
Consultant - Tractebel Engineering Pvt. Ltd. (TEPL)  
Pre-bid meeting held on 13.02.2019  
Date: 04.03.2019

Sr. No.	Volume No.	Clause no.	Page No.	Tender Requirements	Bidder's Query	TE -IN /AGCL Reply
143	Volume I of III		54 of 137	<b>43.0 PATENTS AND ROYALTIES</b>	<p>We cannot agree to the clauses 43.1 and 43.4 in the current form. We propose the full. alternative clauses:</p> <p><b>INVENTIONS AND INTELLECTUAL PRPERTY:</b> "Intellectual Property" " means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations. No right, title or interest in Intellectual Property provided by Honeywell is transferred to Buyer under the Agreement, including Intellectual Property existing prior to, or created independently of, the performance of the Agreement. All Intellectual Property and results of Services, including software, models, designs, drawings, documents, inventions, and know-how ("Inventions"), conceived or developed by Honeywell in connection with the Agreement, are the sole property of Honeywell and Buyer assigns any rights it may have in such Inventions to Honeywell. Buyer has no right or license to Intellectual Property or Inventions provided by Honeywell, except as granted in the Agreement. Honeywell and its suppliers retain all right, title and interest to all Software, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Buyer. Buyer will hold all Software supplied by Honeywell in strict confidence and will use best efforts not to disclose Software to others. All Software delivered by Honeywell is subject to a software license or software subscription agreement ("License"). If Buyer does not agree to a License with Honeywell, Buyer does not have a license or right to Software. Buyer retains all rights that Buyer already holds in data and other information that Buyer or persons acting on Buyer's behalf input, upload, transfer or make accessible in relation to, or which is collected from Buyer or third party devices or equipment by, the Deliverables ("Input Data"). Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop Honeywell's products or services. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's confidential information. This section survives termination of this Agreement.</p>	Tender Conditions prevail.
144	Volume I of III		54 of 137	<b>43.0 PATENTS AND ROYALTIES</b>	<p>We cannot agree to the clauses 43.1 and 43.4 in the current form. We propose the full. alternative clauses:</p> <p><b>PATENT AND COPYRIGHT INDEMNITY:</b> The clause in the current form is not acceptable since it is too wide and onerous. We therefore propose the full." Notwithstanding anything to the contrary, Honeywell will defend any suit against Buyer claiming that a Deliverable infringes a valid United States patent or copyright existing as of the effective date of the Agreement and will indemnify Buyer for any final judgment against Buyer resulting from the suit provided that Buyer (a) gives Honeywell prompt notice when Buyer becomes aware of a third-party claim, (b) gives complete authority and assistance (at Honeywell expense) for disposition of the claim, and (c) makes no prejudicial admission with respect to the claim. Honeywell has no liability for: (a) Deliverables supplied pursuant to Buyer designs, drawings or specifications, (b) Deliverables used other than for the purpose for which they were delivered, (c) claims resulting from combining any Deliverable with any product or software not supplied by Honeywell, (d) any modification of a Deliverable by other than Honeywell, (e) any compromise or settlement made without written Honeywell consent; or(f) costs or attorney fees incurred by Buyer. If infringement claim is made or is likely, Honeywell may at its option and expense: (a) procure the right for Buyer to continue using the Deliverable, (b) modify the Deliverable to be non-infringing, or (c) accept return of the Deliverable (and terminate Buyer's applicable software license) and credit Buyer the purchase price paid for the Deliverable, less reasonable depreciation for use, damage and obsolescence. Failure of Buyer to accept any of the above remedies in lieu of the infringing Deliverable will relieve Honeywell of any liability for infringement. Failure to ship infringing Deliverables will not breach the Agreement. This section states Honeywell's entire liability and buyer's sole recourse and exclusive remedies with respect to infringement. All warranties against infringement of intellectual property rights, whether statutory, express or implied, are disclaimed."</p>	Tender Conditions prevail.
145			56 of 137	<b>48.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR</b>	CL. not acceptable.	Tender Conditions prevail.
146			65 of 137	<b>76.0 ACTION AND COMPENSATION IN CASE OF BAD WORK</b>	CL. not acceptable.	Tender Conditions prevail.
147			56 of 137	<b>50.0 TRANSFER OF TITLE</b>	Cl. 50.1: Title to Products passes to Buyer when Honeywell places Products at Buyer's disposal at Honeywell's facility. Deliverables are deemed accepted unless Buyer sends written notice specifying reasonable basis for rejection within 30 days after delivery.	Tender Conditions prevail.
148			66 of 137	<b>79.0 POSSESSION PRIOR TO COMPLETION</b>	Cl. 50.1: Title to Products passes to Buyer when Honeywell places Products at Buyer's disposal at Honeywell's facility. Deliverables are deemed accepted unless Buyer sends written notice specifying reasonable basis for rejection within 30 days after delivery.	Tender Conditions prevail.
149			66 of 137	<b>80.0 (DEFECTS LIABILITY PERIOD) TWELVE MONTHS PERIOD OF LIABILITY FROM THE</b>	sub cl. 1&2) The clause in the current form is onerous, generic and not in consonance with industry standard. We can agree if the clause is revised as follows—"	Tender Conditions prevail.



**REPLY TO BIDDER'S PRE-BID QUERIES**  
SCADA AND TELECOM SYSTEM FOR AGCL GAS PIPELINE NETWORK-PHASE II

Tender doc. No.: P.005712 D11050 002  
Owner - Assam Gas Company Ltd. (AGCL)  
Consultant - Tractebel Engineering Pvt. Ltd. (TEPL)  
Pre-bid meeting held on 13.02.2019  
Date: 04.03.2019

Sr. No.	Volume No.	Clause no.	Page No.	Tender Requirements	Bidder's Query	TE -IN /AGCL Reply
150			66 of 137	<b>DATE OF ISSUE OF COMPLETION CERTIFICATE</b>	Honeywell warrants Honeywell Products comply with applicable Honeywell specifications and are free from material defects in workmanship and material for 12 months after date of delivery, and Services materially comply with defined requirements for 30 days from the date services are performed. Third party warranties, if any, are transferred to Buyer to the extent Honeywell has the right to transfer. Honeywell will, at its option, repair or replace defective Products, if returned to Honeywell within the warranty period, and re-perform defective Services if notified to Honeywell during the warranty period. Products repaired or replaced and Services re-performed are warranted for the remainder of the original warranty period or 90 days (for Products) whichever is longer. Honeywell is not, and will not be, liable for defects attributable to: (a) non-compliance with Honeywell's instructions, (b) unauthorized alterations or repairs, (c) accident, contamination, abuse, or negligence, or (d) damage caused by failure of any item or service not supplied by Honeywell. <b>WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE REMEDIES IN THIS SECTION ARE BUYER'S ONLY REMEDIES FOR BREACH OF WARRANTY.</b>	Tender Conditions prevail.
151			68 of 137	<b>85.0 INDEMNITY</b>	We are agreeable to the clause, provided that the indemnities are subject to the full conditions "Honeywell shall indemnify and legally protect the Buyer and/or its employees against all third party claims, actions, proceedings, demands, costs, expenses, causes of action or suits relating to personal injury, death and loss or damage to property arising out of its sole negligence in the performance of this contract. Honeywell obligations under this clause are conditioned on receiving prompt notice of a claim from the indemnitee. Honeywell will be entitled exclusively to control the defense. Indemnity shall extend only to property damage, personal injury, fatality, non-compliance with law, tax liability accruing to HON. Honeywell obligations under this clause are conditioned on receiving prompt notice of a claim from the indemnitee. Honeywell will be entitled exclusively to control the defense. At Honeywell expense, the indemnitee will provide reasonable assistance in defense of the claim including, but not limited to, promptly furnishing Honeywell with all relevant information within its possession or control. Because Honeywell will provide the defense, Honeywell will not be liable for any attorney fees or costs of indemnitee. The indemnitee may participate in the defense at its own cost. The indemnitee may not enter into any settlement, assume any obligation or make any concession without the prior written approval of indemnitor, which may not be unreasonably withheld. Liability under this "Indemnity" section is subject to the provisions of the "Limitations of Liability" section of the contract."	Tender Conditions prevail.
152	ADDITIONAL CLAUSES			<b>PERSONAL DATA PROTECTION</b>	Each Party acknowledges and agrees that it may process certain business contact details relating to individuals engaged by the other Party in the performance of that other Party's obligations under this Agreement (" <b>Staff</b> "). Each Party will take appropriate technical and organizational measures to protect such personal data against any security breaches and shall securely delete it once no longer required for the purposes for which it is processed. Where appropriate and in accordance with the applicable data protection legislation, each Party shall inform its own Staff that they may exercise their rights in respect of their personal data against the other Party by sending a written request with proof of identity to the other Party to the address set forth in this Agreement.	Tender Conditions prevail.
<b>TECHNICAL</b>						
153	Volume II of III Material Requisition	D	39 of 187	Documents & data requirements	Kindly accept that documents submission schedule shall be finalized in the Kick Off Meeting.	Document schedule will be discussed with successful bidder during kick off meeting.
154	Volume II of III Material Requisition	A2-7	33 of 187	SIM card for Modem	SIM card has to be supplied by contractor or owner? Kindly clarify. Also clarify the quantity of SIM card at each location. The monthly charges towards the SIM card shall be to Owner's account.	Quantity of SIM and scope given in tender is very clear, Bidder shall refer MR, SOR and scope of work in details. Monthly charges toward the SIM cards is in bidder's scope during their contract period till handing over to client. Tender condition Prevail.
155	Volume II of III Design instrumentation	basis 5.2	9 of 187	At each tea factory, turbine flow meter is available with EVC. Existing turbine flow meter with EVC shall be connected with RTU on MODBUS Protocol.	We understand that owner will provide EVC in healthy & working condition and in case any work need to be done in ECV it's owner's responsibility to get it done. Bidder scope of work is limited to provide RTU compatible to integrate EVC on Modbus. Kindly confirm.	Owner's will ensure workability and operability of Modbus port in RTU. Bidder's scope has very Clearly defined in tender document including supply of compatible power supply converter to EVC.
156	Volume II of III PTS-Remote Terminal Unit	3.2	81 of 187	RTU Software	We understand that Programming software of RTU shall be compliant to IEC 61131 only. Kindly confirm.	RTU Programing software shall comply IEC 61131 is not only but mandatory.



**REPLY TO BIDDER'S PRE-BID QUERIES**  
**SCADA AND TELECOM SYSTEM FOR AGCL GAS PIPELINE NETWORK-PHASE II**

Tender doc. No.: P.005712 D11050 002

Owner - Assam Gas Company Ltd. (AGCL)

Consultant - Tractebel Engineering Pvt. Ltd. (TEPL)

Pre-bid meeting held on 13.02.2019

Date: 04.03.2019

Sr. No.	Volume No.	Clause no.	Page No.	Tender Requirements	Bidder's Query	TE -IN /AGCL Reply
157	Volume II of III PTS-Remote Terminal Unit	3.2	81 of 187	RTU Software	Kindly confirm that any type of work around solution like script base or software base programing for RTU engineering and / or RTU SCADA communication shall not be accepted. It has to be user friendly and per industry standards only.	Tender conditions prevail.
158	Volume II of III PTS-SCADA System-Annexure-1 SOS	15	138 of 187		We understand that external Antenna, cable & pole to be provided with Modem at each tea factory location to achieve the required connectivity. Kindly confirm.	Bidder's understanding is correct.
159	Vol II of III Introduction	1.4	3 of 187	Bidder shall make provision in PAHSE -II SCADA system for integration with existing SCADA system or directly from RTU.	Bidder understands that any modifications in existing SCADA system and RTU System will be out of bidders scope.	Bidder's understanding is correct.
160	Vol II of III Design Basis Instrumentation	1.6	6 of 187	Modification/shifting works including supply, installation of erection material for changing of existing Tapping Point from downstream of FCV to upstream of FCV with moisture separator/Filter at 74 locations of Naharkatia, Moran& Sonari area	Please provide Technical Specifications of Moisture Separator/Filter	Minimum Specification for moisture separator has given in tender document.
161	Vol II of III Design Basis Instrumentation	12.10	15 of 187	SCADA shall have OPC (both Client & server) interface for data exchange (read and write) with another system SCADA system, SAP / any third party interface.	Please provide total number of 3rd party interfaces required. Also, please advise number of tags to be considered for the total OPC signals.	Details will be provided during detailed engineering to successful bidder
162	Vol II of III Material Requisition	5	33 of 187	Design, supply, installation, testing, commissioning of flow control valve with filter regulator of 2 to 3 micron all associated piping including manual isolation valve as per process flow diagram (P.005712-J-13-4002), Flanges, Fittings, transit fittings, SS Tubing, and related accessories at TEA FACTORIES / Industries as per Data sheet, PTS Instrumentation (P.005712-I-11097-101) and Scope of Work (P.005712-I-11075-101).	Please clarify the following: 1. Is it required that we include filter regulator or Moisture separator (as per FCV datasheet)? Please confirm. 2. Please confirm which type of Isolation valve is required: Gate, Globe or Ball Type? 3. Please advise the pressure drop across the FCV for actuator design.	1. Moisture separator and filter regulator both are required. 2. Already given in tender document. Refer valve data sheet 3. Pressure Drop of maximum 0.5 kg/cm2 across the FCV is acceptable. Ref. Datasheet of FCV.
163	Vol II of III Scope of work	7	52 of 187	Integration of 20 numbers new upcoming PRS (Pressure Reducing Station) in new SCADA system during entire contract period.	We understand that RTUs, FCVs, piping etc. are not be considered for the 20 new PRS (Pressure Reducing Stations). We are to only provide provision of interface over DNP3 in SCADA system.	Bidder's understanding is correct. Bidder scope is to interface PRS EVC on Modbus through GSM in SCADA system.
164	Vol II of III PTS- Remote Terminal Unit	3.3	81 of 187	DI Card : Debounce circuitry : 10 msec	Offered DI Card: Debounce circuitry: 30 msec Please confirm acceptance.	Debounce circuitry 30 ms is acceptable in DI card.
165	Vol II of III PTS- Remote Terminal Unit	3.3	82 of 187	AI Card : Common Mode rejection : Greater than 100 db at 50 Hz	Offer AI Card : Common Mode rejection: 75 db at 50 Hz	Common mode rejection 75 db at 50 Hz in analog input card is acceptable.
166	Vol II of III PTS- SCADA system	2.2	92 of 187	Server must have OPC UA (server and client) for third party interface. OPC UA may be inbuild in SCADA server or separate PC.	Please confirm if we can considered interface using OPC DA and AE.	OPC DA & AE is acceptable for third-party interface.
167	Vol II of III PTS- SCADA system	3.17	96 of 187	Mobile apps application shall be provided in server. This apps shall be compatible with ANDROID and iOS. This should have authentication registration process on "OTP" based on registered mobile number in server. Only registered mobile number should have access to view their related parameters.	We have considered Web based interface which can be used for "Read only" access to SCADA data. Mobile application is not envisaged currently. Please confirm acceptance.	Tender conditions prevail.
168	Vol II of III PTS- SCADA system	5.1.1	98 of 187	The system shall have the complete SCADA database including the real time database and integrated alarm/ event management summary for overall operations management & control for the entire pipeline network.	Please confirm if Control operation for the existing RTUs shall be performed from existing SCADA or from New SCADA being supplied under this contract.	Bidder's scope is also inclusive of migration of existing RTUs in new SCADA, thereafter, operation of these RTUs shall be from new SCADA system.
169	Vol II of III PTS- SCADA system-Annexure-1 SOS	12.3	130 of 187	USB Port/SD card - Storage data backup	These ports shall be available on configuration laptop / desktop. Data backup from RTU can be taken through available serial port.	Data Backup from RTU through serial port is acceptable but this port shall be dedicated for backup only and not for other use.
170	Vol II of III Material Requisition	A1-N	32 of 187	Big screen 65"	Bidder understands that 2 Nos of Big Screens will connected to 2 Nos of Operator workstation (being supplied under this contract). Please confirm.	Bidder understanding is correct. But final confirmation will be giving to successful bidder during engineering stage.
171	Vol II of III PTS- SCADA system	17	140 of 187	In-built VPN function	Interfacing with RTU is possible only with RTU configuration software along with user access credentials, ensuring secure access. So we understand, VPN function is not required. Please confirm acceptance.	Bidder is required to meet the secure access & prevention feature which shall be inbuild in RTU.





**REPLY TO BIDDER'S PRE-BID QUERIES**  
**SCADA AND TELECOM SYSTEM FOR AGCL GAS PIPELINE NETWORK-PHASE II**

Tender doc. No.: P.005712 D11050 002

Owner - Assam Gas Company Ltd. (AGCL)

Consultant - Tractebel Engineering Pvt. Ltd. (TEPL)

Pre-bid meeting held on 13.02.2019

Date: 04.03.2019

Sr. No.	Volume No.	Clause no.	Page No.	Tender Requirements	Bidder's Query	TE -IN /AGCL Reply
172	Vol II of III PTS- SCADA system	17	140 of 187	Can restrict Master IP (Non-whitelisted IPs must be rejected from making connection with RTUs	RTUs can be accessed from SCADA Network Ips only. Thus external Ips anyways have no access to RTU. Please confirm acceptance.	RTU shall be Accessed through SCADA Network IPs only is one aspect of security but RTU is on GSM network and will have access to internet therefore any intrusion of an authentic IPs or tap IPs shall be restricted through inherent security or external fire wall at RTU end.
173	Vol II of III PTS- SCADA system-Data sheet	148	146 of 187	TEMPERATURE TRANSMITTERS	No details related to Temperature Transmitter available in RFQ. Please advice temperature range to be considered.	Bidder shall consider range of temperature transmitter from 0-100 deg C.
174	Vol II of III Scope of work	8.1	50 of 187	Existing Facility	It is understood that EVC communication is to be done on Serial Modbus – RS485 with VEMM TEC Model and RS- 232 with ACTARIS Model. Please advise on length of cables to be considered.	Bidder has already conducted site visit. Based on visit observation bidder shall ascertain the length of cable by Own.
175	Vol II of III PTS- SCADA system-Data sheet	2.2(o)	93 of 187	Gas Reconciliation	With reference to the above subject line tender, in order to get best and proven solutions, which can really solve the current practical problems being faced, we request consideration of inclusion of the following regarding Gas Reconciliation Software: “Bidder shall submit at least 2 references for the Gas reconciliation or Gas management system offered meeting the Gas reconciliation requirements mentioned in the RFQ.” Such inclusion will ensure that only proven solutions are offered here.	Tender condition prevail. Ref. Corrigendum#2
176	Vol II of III Material Requisition	A2-17	34 of 187	Under A2 SI no. 17 (page 34/187) –” Integration of 20 nos PRS EVC parameters with SCADA system through GSM network. (Quantity May vary by ±15%)”	Please Clarify the location and quantity.	Bidder shall note that at present locations for PRS stations are not available. All the details will be shared with successful bidder whenever PRS station are ready.
177	Vol II of III Material Requisition	A2-20	34 of 187	Under A2 SI no. 20 (page 34/187) – “Migration of existing 74 RTU DNP 3.0 (TCP/IP) protocol, three number PRS station and five major consumers in new system.”	Pl clarify. Are 3 nos PRS station and 5 major consumers locations over and above 325 locations?	Bidder understanding is correct.
178	Vol II of III Material Requisition	A2-20	35 of 187	Under A2 SI no. 24 (page 35/187) – “Integration other make of RTUs/PLCs or any other equipment (limited up to 100 Nos.) from any of Locations, having compatibility with their SCADA protocol in to their SCADA system without any extra cost to client within their contract period including AMC period.”	Pl clarify and elaborate the requirement	These are the additional number of stations may come up. Bidder shall integrate these station into their supplied SCADA system.
179	Vol II of III Material Requisition	4	36 of 187	Under cl 4.0-Inspection – (page 36/187) – TPIA	Scope of TPIA to further clarify. Whether all supply items shall be under their scope of inspection?	Bidder understanding is correct.
180	Vol II of III Scope of work	8.2 (h)	48 of 187	Under Cl 8.2©(h)- (Page 48/187) - For locations where EVC is provided for both tea factory & power generation	whether parameters of both EVCs are to be considered in respective RTU. If so, distance between the EVCs at such locations. Does external power supply modifications work shall be required for power generation area EVC also. Pl clarify and furnish the details like nos. of such stations, locations, distance from PRS Room etc.	1. Bidder shall refer tender document in detail, Operation & interface philosophy has given in tender document. Bidder shall note that, one RTU per tea garden/factory. No. of EVC as per availability, shall be interfaced with respective tea garden/factory RTU. 2. External power supply is required for each EVC. Power supply can be distributed from RTU cabinet to each EVC. 3. Successful Bidder's scope is inclusive of site visit before commencing the work, Bidder shall collect all the necessary information required for detail engineering. For Estimation purpose cable quantities have given in tender document.
181	Vol II of III Control & operation philosophy	4	171 of 187	GRAC – Page 171/187	Features need to be clarified.	Please refer Corrigendum # 2
182	Vol II of III Recommended Vendor list	-	172 of 187	Recommended Vendor List – Page 172-187	Server make not mentioned	Refer Corrigendum # 2 .
183	Vol II of III Design Basis Instrumentation	5.2(h)	10 of 187	under clause no.5.2, page no.12/191 of Vol-II- h. EXTERNAL POWER SUPPLY TO EXISTING ELECTRONIC VOLUME CORRECTOR (EVC)	Kindly furnish the power requirement of existing EVC	External power supply requirement to EVC is already given in tender document.
184	Vol II of III Scope of work	20.1	66 of 187	under sub clause 20.1 of sl.no.4 in page no.69,70/191 of Vol-II All types of input output channel in RTU (in additional to Annexure III). 10% in each card with fully wired	Refer Vol-II, Annexure-III Page no.147/191, it is mentioned that Hardwired signal shall be 8DI, 2DO, 4AI, 2AO + 10% as a spare. However in clause no. 3.0, page no.84,85/191, DI/DO module is of 16 channel. Pl clarify that if spare channels requirement is met with 8 channel AI/AO/DI/DO cards- the same is acceptable.	1. In page No 147/149 is the actual requirement. 2. Bidder shall note that given number of channels in clause 3.0 is maximum number of channels in one cards. One card should not have more than this number. Bidder shall offered number of channels in one cards within as specified in tender document. 3. Bidder shall offer 10% more on actual requirement.



**REPLY TO BIDDER'S PRE-BID QUERIES**  
**SCADA AND TELECOM SYSTEM FOR AGCL GAS PIPELINE NETWORK-PHASE II**

Tender doc. No.: P.005712 D11050 002

Owner - Assam Gas Company Ltd. (AGCL)

Consultant - Tractebel Engineering Pvt. Ltd. (TEPL)

Pre-bid meeting held on 13.02.2019

Date: 04.03.2019

Sr. No.	Volume No.	Clause no.	Page No.	Tender Requirements	Bidder's Query	TE -IN /AGCL Reply
185	Vol II of III	System architecture	186,187 of 187	Refer system configuration diagram	Scope of Internet service provider as indicated in the drawing to be clarified.	Bidder shall refer scope of work and material requisition for details scope regarding GSM service. Bidder shall note that all responsibility from purchasing SIM to communication with MCS is in bidder scope.
186	Vol II of III Design Instrumentation Basis	1.5	9 of 187	Under Clause 1.5 - (page no.9/191 of Vol-II) Introduction - Design, manufacturing, supply, testing, installation, and commissioning of Dual SIM enabled 3G/4G/LTE/latest & upcoming technology compatible GSM modem with supply/activation of SIM cards and coordination with service provider for connectivity at different locations.	Kindly clarify regarding the scope of rental charges towards operation of GSM SIM during the AMC period.	Monthly charges/billing toward the SIM cards(data pack) is in bidder's scope till handing over to client.
187	Vol II of III Design Instrumentation Basis	6.4	13 of 187	under clause no.6.4 page no.13/191 of vol-II- PG shall be Direct-mounting type having element of bourdon tube and dial size of 150 mm.	Qty of pressure gauge not indicated in SOR. Location of 3 nos RTD and TT to be indicated.	Bidder shall refer SOR, MR and Scope of work in details and supply the materials accordingly. Location of TT will be informed to successful bidder.
188	Vol II of III Scope of work	10.1	52 of 187	Technical, Vol II of III ,SCOPE OF WORKS, SL no.6, Page 11 of 26	As per specification, Migration of existing 74 RTU's, we would like to know whether this is an optional activity.	Bidder shall quote for this activity and consider all the necessary provision in SCADA system required for this activity. To execute this activity or not is totally decided by AGCL.
189	Vol II of III Material Requisition	4	36 of 187	Technical, Vol II of ,3.10 Inspection And Testing, Page 04 of 8	INSPECTION : AGCL/Tractebel will carry out inspection for each supply or only typical inspection for first supply will be done and subsequent supplies to follow the same guidelines of first inspection, to be clarified.	Inspection strategy will be decided with successful bidder.
190	Vol II of III PTS SCADA system, Annexure 1 SOS	8	131 of 187	Technical, Vol II of , 8. RTU/PLC CABINET SPECIFICATION: Type - Flame proof (Ex d) with certified by statutory approval authority Protection - IP 65. Material – SS 304/die cast aluminum, Page 13 of 23	Since the RTU's at each tea factory are located inside shed/room, a weatherproof non-metallic enclosure with IP 50 will meet the requirement. Kindly consider the same in specification.	Tender conditions Prevail.
191	Vol II of III Design Instrumentation Basis	5.2(h)	10 of 187	Technical, Vol II of III,5.2 h. EXTERNAL POWER SUPPLY TO EXISTING ELECTRONIC VOLUME CORRECTOR (EVC): Page 5 of 11	EVC- Electronic Volume Corrector Model Number to be provided.	External power supply requirement to EVC is already given in tender document. Three types of EVC is available at site 1. Itron Corus PTZ 2. Raychem VemmTec PTZ Box FCD 3. Raychem VemTec PTZ Box 3.0
192	Vol II of III Introduction	1.4	3 of 187	SCADA and Telecom system facilities for PHASE-I for 74 number of tea factories and 8 major consumers locations has completed by Assam gas company Ltd. Presently running SCADA system is "SCADA vantage" from M/s ABB and communicating with RTU on DNP 3.0 (TCP/IP) protocol. Bidder shall make provision in PAHSE -II SCADA system for integration with existing SCADA system or directly from RTU.	1. Please note, propose SCADA system shall interface with existing ABB (Phase-1) SCADA over OPC(2.05a). Please confirm. 2. Any hardware, software and configuration required at ABB SCADA end shall not be in SCADA bidder's scope. Please confirm.	1. Bidder understanding is correct. Bidder shall note that in existing ABB SCADA system OPC DA &AE compliant. Bidder shall offer OPC in SCADA system to make compatible with existing SCADA system. OPC DA & AE is also acceptable. 2. Confirm, ABB SCADA end any hardware & software are not in bidder's scope.
193	Vol II of III Introduction	1.6	6 of 187	Modification/shifting works including supply, installation of erection material for changing of existing Tapping Point from downstream of FCV to upstream of FCV with moisture separator/Filter at 74 locations of Naharkatia, Moran& Sonari area	We understand that these 74 location is additional to 325 location, where only moisture separator/Filter of 5-micron body material SS316, with drain valve, inlet and outlet sizing of moisture separator/Filter to be provided.	Bidder understanding is correct but scope is also inclusive of shifting of tapping point from down stream to upstream, for details scope, refer tender document Vol II Scope of work. Tender condition prevail
194	Vol II of III Design Instrumentation Basis	5.2 (h)	10 of 187	It is vendor's responsibility to interact with existing EVC OEM for necessary requirement.	1. The modification of existing EVC's internal auxiliary power circuit is very critical. The respective OEM of EVC should do same works. We are requesting AGCL, please exclude these modifications from SCADA bidder's scope. 2. This modification of existing EVC needs huge time consuming which may hamper the project schedule. We are requesting to AGCL, if same modification shall be done by respective EVC OEM. 3. Please clarify, that 325 EVC's auxiliary power DC need to be modify which are installed at tea garden. 4. Please provide detail model number of EVC and OEM contact person.	1. Tender condition prevail 2. Tender condition Prevail 3. all 325 EVC's auxiliary power DC need to ne modified. 4. Three types of EVC is available at site a)Itron Corus PTZ b)Raychem VemmTec PTZ Box FCD c)Raychem VemTec PTZ Box
195	Vol II of III Design Instrumentation Basis	11.2	13 of 187	Service providers of Telecommunications system in the Upper Assam region like BSNL, Airtel, Jio and Vodafone are providing 3G/4G/LTE service for voice and data communications The Modem shall be dual SIM enabled.	As per the TRAI regulations, the connection or bandwidth cannot be resold to 3 <sup>rd</sup> party, hence we request AGCL to procure and provide the SIM cards and data bandwidth. Please confirm.	Tender condition Prevail. Bidder shall procure SIM in the name of AGCL
196	Vol II of III Design Instrumentation Basis	10.1	12 of 187	RTU shall have component such as power supply module, CPU, communication card, controller and Input output card.	1. Please confirm, propose RTU shall have non-redundant Controller, power supply, communication and IOs. 2. Please confirm, mix IO module can be propose as number of IOs are very less.	1. Bidder understanding is correct. 2. Tender conditions prevail



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Sr. No.	Volume No.	Clause no.	Page No.	Tender Requirements	Bidder's Query	TE -IN /AGCL Reply
197	Vol II of III Material Requisition	MR ( Sr. no 17 )	34 of 187	Integration of 20 nos PRS EVC parameters with SCADA system through GSM network. (Quantity May vary by ±15%)	Please confirm, we need to interface these 20 nos PRS EVCs, the required hardware like: modem, auxiliary power, modification on EVC required at EVC are not in SCADA bidder's scope of supply.	Bidder understanding is correct but establishing connectivity with MCS is in bidder's scope. Bidder scope shall inclusive but not limited to establishing communication with their SCADA system, configuration of parameters, data base creation, screen preparation, gas reconciliation etc.
198	Vol II of III Material Requisition	MR ( Sr. No 20 )	34 of 187	Migration of existing 74 RTU DNP 3.0 (TCP/IP) protocol, three number PRS station and five major consumers in new system.	Please elaborate the detail scope of works against migration works of existing 74 RTU.	Bidder scope shall inclusive but not limited to establishing communication with their SCADA system, configuration of parameters, data base creation, screen preparation, gas reconciliation etc. Same work as bidder will perform for 325 stations and Number of parameters will remains same as per new 325 stations.
199	Vol II of III Material Requisition	MR ( Sr. No. 24 )	35 of 187	Integration other make of RTUs/PLCs or any other equipment (limited up to 100 Nos.) from any of Locations, having compatibility with their SCADA protocol in to their SCADA system without any extra cost to client within their contract period including AMC period.	Please clarify the detail: 1. Make and model of existing RTU/PLC 2. Data base of existing RTU/PLC 3. Protocol of existing RTU/PLC 4. Any hardware / software, modification at existing RTU/PLC end to interface shall not in SCADA bidder's scope.	1. at present make and model is not available. 2. Data base will remain same per tea garden/factor as given for 325 stations. 3. AGCL will ensure compatibility of RTU protocol with SCADA system. 4. Bidder understanding is correct but establishing connectivity with MCS is in bidder's scope
200	Vol II of III Instrumentation & Control system	4.7	75 of 187	All valves shall be tested as per API 6D, BS 6755 as mentioned in the ITP. Purchaser or their representative (s) reserve (s) the right to witness the tests.	We shall provide test report for these tests.	Tender conditions Prevail.
201	Vol II of III PTS- Remote Terminal Unit	2.3	80 of 187	RTU shall be comprised of CPU, Power supply card, communication cards, input cards, output cards, controller card, interface cards, wall mounted flame proof cabinet, UPS with battery and required internal accessories.	1. Please confirm, propose RTU shall have non-redundant Controller, power supply, communication and IOs. 2. Please confirm, mix IO module can be propose as number of IOs are very less.	1. Bidder understanding is correct. 2. Tender conditions prevail.
202	Vol II of III PTS- SCADA system	3.13	95 of 187	Geographical map shall be configured and provide station availability status	We understand that static geographical map shall be provided to configure the locations status availability for same.	Bidder understanding is correct. Tender Conditions prevail.
203	Vol II of III PTS SCADA system Annexure I SOS	2(3), 3(3), 4(3)	120 of 187	Dual processor of latest generation Intel 4/6/8/10/12/14/18 Core E5-2600v3 processor. Or Dual processor of latest generation Intel 4/6/8/10/12/14/18/20/22 Core E5-2600v4 processor.	Please note, propose server shall have single processor with multiple core. This configuration is enough to run the application as per RFQ requirement. Please confirm.	Tender conditions Prevail.
204	Vol II of III PTS SCADA system Annexure I SOS	17	139 of 187	CYBER SECURITY AT RTU	We understand that cyber security at RTU level to should comply ISASecure Level-2. Please confirm.	Tender conditions Prevail.
205	Vol II of III Data sheet-Temp transmitter	Sr. 10	146 of 187	Accuracy of Temperature Transmitter shall be +/- 0.1% of FSD	We request M/s. AGCL to confirm on "Calibration Range" to enable us to confirm on the Accuracy for Temperature Transmitter.	Calibration range for temperature transmitter shall be 0-65 deg C. instrument range shall be 0 to 100 deg C
206	Vol II of III Data sheet-Temp transmitter	Sr. 16	146 of 187	As per DIN 43760	Please note that the referred DIN 43760 is Not Applicable in case of Temperature Transmitter & Calibration shall be as per Honeywell Standard.	Tender conditions Prevail.
207	Vol II of III Data sheet- Pressure transmitter		145 of 187	Range (Span / Set)	We request M/s. AGCL to provide details on "Calibration Range / Span" for the referred Pressure Transmitter & Differential Pressure Transmitter to enable us to select suitable Model No. as well as confirm on the Accuracy for the same.	Calibration range for pressure transmitter shall be 0-10 Barg. Instrument range shall be 0-20 barg.
208	Vol II of III Data sheet- Pressure transmitter	Sr. 18	145 of 187	Process Connection : ½" NPT(F) thru flange adapter with plug Process Connection Location : Bottom Adapter 'O' Ring PTFE	Please note that we shall offer Inline Type Pressure Transmitter with Bottom Entry ½" NPTF Process Connection for which 'O' Ring & Flange Adapter is Not Applicable as per our Manufacturing Standards.	Tender conditions Prevail.
209	Vol II of III Design Instrumentation	Basis 5.2, c	9 of 187	RTU: RTU for interfacing with pressure transmitter, FCV(Hardwire) and Existing EVC (Modbus). RTU cabinet Ex "d" and wall/ stand mounted inside the "PRS Room".	Our proposed RTU is ATEX certified for Zone II , please clarify if the same shall still required Exd cabinet. In case the installation area is Zone II then we propose normal cabinet for RTU.	RTU shall be in Ex"d" cabinet.
210	Vol II of III Design Instrumentation	Basis 5.2, h,	10 of 187	EXTERNAL POWER SUPPLY TO EXISTING ELECTRONIC VOLUME CORRECTOR (EVC)	We request AGCL /TRACTEBEL to exclude modification scope of EVC. As other option we request AGCL to provide quote for hardware and services from OEMs to all bidders for the modification part , so that all the bidders are at par.	Tender conditions Prevail.
211	Vol II of III Design Instrumentation	Basis 11.2 ,	13 of 187	GPRS/GSM Telecom system	Please clarify the scope of operations cost / data bills , during execution phase and AMC phase.	Monthly charges/billing toward the SIM cards(data pack) is in bidder's scope till handing over to client.



**REPLY TO BIDDER'S PRE-BID QUERIES**  
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Sr. No.	Volume No.	Clause no.	Page No.	Tender Requirements	Bidder's Query	TE -IN /AGCL Reply
212	Vol II of III Design Instrumentation Basis	12.1.	14 of 187	One number Gas reconciliation and analysis center (GRAC), 21" monitor, mouse and keyboard. GRAC shall have latest software with license like windows operating system.	Please provide further details of GRAC software, please clarify whether this is to be certified with W&M approvals for custody transfer application. We envisage that the software is not required for any billing or nomination requirement.	Minimum features required in GRAC are given in the Corrigendum#2  Further, this shall be a standard application based software. The solution shall include all elements necessary to support purchase and sales agreements, nominations, scheduling, allocation, gas measurement, Gas Reconciliation, invoicing, financial system (ERP) interface, SCADA system interface, and secure user access for the Commercial Department 's gas marketing operations, and Gas Quality Monitoring Operations.  W&M approval is not required.
213	Vol II of III Recommended Vendor list		172 of 187	Approved Vendor list	We request to include following vendors having excellent install base in critical applications: 1. Ball Valves: Aqua Valves 2. Globe Valves: Aqua Valves 3. UPS: APLAB 4. Relays: Finder 5. Instrument Fittings: Eastern Tools ,Champ. 6. Control Valves : Aqua Valves.	Tender conditions Prevail.
214	Vol II of III Piping design basis	5.3 .	23 of 187	Station Facilities Design	We envisage that for operation of flow control valve and required pressure drop, the required pressure shall be made available by AGCL.	Bidder understanding is correct
215	Vol II of III Material Requisition	A2- 19	34 of 187	Sr No 19: Modification work for changing Tapping Point from downstream of FCV to upstream of FCV including supply of ½" SS316 tubing/fitting/valves and other materials as per the requirement at 74 locations of Naharkatia,Moran& Sonari area	Please clarify these 74 additional locations or part of 325 locations.	These are 74 additional station to 325 stations
216	Vol II of III Material Requisition	A2-20	34 of 187	Sr No 20: Migration of existing 74 RTU DNP 3.0 (TCP/IP) protocol, three number PRS station and five major consumers in new system.	Please clarify the reason for this scope. Are these 74 additional locations or part of 325 locations.	These are 74 additional station to 325 stations
217	Vol II of III Material Requisition	A2-24	35 of 187	Sr No 24: Integration other make of RTUs/PLCs or any other equipment (limited up to 100 Nos.) from any of Locations, having compatibility with their SCADA protocol in to their SCADA system without any extra cost to client within their contract period including AMC period.	Please clarify whether these are future new locations or existing. We understand that the scope is limited to integration only and not supply. Also we understand that the telecom connectivity for these 100 locations including GPRS/GSM modems will not be in bidders scope.	Bidder scope shall inclusive but not limited to establishing communication with their SCADA system, configuration of parameters, data base creation, screen preparation, gas reconciliation etc. Same work as bidder will perform for 325 stations and Number of parameters will remains same as per new 325 stations.
218	Vol II of III Scope of work	15.1	60 of 187	Typical Wiring Philosophy	Since the IOs are less , we propose to provide common JB for Analog and Digital signals, however we will provide IO type segregation within the JB.	Bidder can also directly connect all these signals to RTU cabinet without JB, since number of signals are very less.
219	General			CYBER SECURITY	While cyber security services will be provided in professional and workmanlike manner, and include reasonable efforts to validate that recommended third party cyber security solutions will not detrimentally impact performance of Honeywell standard products, Honeywell makes no guaranty that the cyber security products (inclusive of equipment, software and services) provided by Honeywell ("Cyber Security Products") will prevent a cyber-attack or mitigate the impact of any cyber-attack and Buyer acknowledges that Honeywell's sole liability, and customer's sole remedy, for any failure of the Cyber Security Products to perform as specified is replacement of defective product and/or re-performance of defective service, provided Honeywell is notified by Buyer of the defects in the Cyber Security Products during the agreed upon warranty period. Notwithstanding any other terms agreed to between Honeywell and Buyer, Buyer acknowledges that all Cyber Security Products that do not carry the Honeywell brand ("Third Party Product") are provided to customer subject to the Third Party Product supplier's standard terms and conditions (including software license terms) in effect at the time such Third Party Products are delivered to Buyer and Honeywell has no liability whatsoever with respect to the performance or non-performance of such Third Party Products.	Tender conditions Prevail.