



REPLY TO BIDDER'S PRE-BID QUERIES

PIPELINE SCADA SYSTEM

Tender No : AGCL/BD/PMC-GHT/PL SCADA/2019/20 DATED 17/08/2020



Sr. No.	Tender Clause No. / Annexures	Page No	Clause No	Subject	Bidders Comments / Queries	VCS Reply
TECHNICAL QUERIES						
1	AGCL/BD/PMC-GHT/PL SCADA/2019/20- IO List- SV stations	IO list	136 of 200	IO list for SV Stations	Bidder understands that the given I/O's for UPS system, MEDB, CP system and solar system needs to be added in each SV station IOs. Please confirm	Bidder understanding is correct.
2	AGCL/BD/PMC-GHT/PL SCADA/2019/20- Scope of Work for SCADA/RTU System	6.1 New SCADA / RTU System	25 of 200	The telecom system shall comprise of an OFC based SDH system with Network Management System (NMS) to monitor the parameters of the system;	Bidder understand that the mentioned Telecom network will not be part of bidder scope. However required NMS workstation hardware will be provided at Golaghat Station Sub-control room and required licenses software will be provided by telecom vendor.	Bidder to provide communication link i.e MPLS(Primar-OFC) and GSM/GPRS (Mobile network) between sub-control room, Terminal RTUS and Existing MCS. Establishing the MPLS and GSM/GPRS communication with SCADA system and coordination with service provider is under bidder Scope. Selection of the communication service provider shall be based on availability and signals strength. MPLS lease line and SIM shall be registered in the name of "AGCL. Monthly recurring charge shall be paid by the vendor till handing over taking over of the project to AGCL.
3	AGCL/BD/PMC-GHT/PL SCADA/2019/20- Scope of Work for SCADA/RTU System	6.1 New SCADA / RTU System	25 of 200	Integration of New proposed SCADA system at Sub-Control room, Golaghat with Existing SCADA system ABB SCADAVANTAGE at Master Control Room, Duliajan through MPLS (Primary-OFC Link), GSM/GPRS (Secondary);	Bidder understands that the new SCADA system at Golaghat will provide the data over OPC protocol (by considering OPC server at both end) and bidder will make the provision for availability of station data at Golaghat SCADA end. however. any modification /integration into existing SCADA ABB system and FO network activities will not be part of bidder's scope.	Bidder understanding is correct. However, Bidder should provide assistance/ support of the existing SCADA vendor to implement of graphics as well as in integration of new proposed SCADA system with the xisting SCADA system.
4	AGCL/BD/PMC-GHT/PL SCADA/2019/20- Scope of Work for SCADA/RTU System	4.0 Scope of supply	21 of 200	Sub-Control room at Golaghat, shall consisting of Server (Single) based SCADA	Mentioned clause 4.0 specifies that the Golaghat sub control room shall be equiped with simplex SCADA system. However, other clause 4.2 mentones the requirement for Redudant system. Please confirm.	Sub-Control room at Golaghat, shall consisting of Server (Single) based SCADA system, However existing server in Duliajan will be used as back up server.
	AGCL/BD/PMC-GHT/PL SCADA/2019/20- Standard Specs for SCADA	4.2 System Reliability	38 of 200	There should be no single point of failure in the complete SCADA system and the data storage shall be online and redundant.		
5	AGCL/BD/PMC-GHT/PL SCADA/2019/20- Standard Specs for SCADA	4.3 Disastor Recovery	38 of 200	An alternate control centre site for disaster recovery and control shall be considered by Vendor (subject to project specification). The maximum acceptable delay to activate the alternate system (i.e. travel, system start-up) shall be determined by the Vendor and documented.	From the mentioned 4.3 clause for Disaster recovery system, Bidder understands that the alternate control center shall be considered for Golaghat SCADA Station. However, other Note 2 mentions that the Existing server at Duliajan master control station will be used as back up server for Golaghat Station.	1.Existing MCS , at duliajan will be used as alternate control center. 2. New proposed Sub-control station at duliain integated with Existing MCS at Duliajan Through MPLS (Primary- OFC link), GSM/GPRS (Seconadry) 3. Terminal RTU shall be communicated with Sub-control room at Golaghat through OFC link and Master control room at Duliajan through mobile communication (GSM/ GPRS) simultaneously.
	AGCL/BD/PMC-GHT/PL SCADA/2019/20- Control System Architecture	Note 2	158 of 200	Server based SCADA system shall be provided and existing server at Duliajan master control room shall be used as back up server	Please confirm the below details/ requirement for the Alternate control center. 1. Location for the Alternate control center (If it is not master control station) 2. Physical Communication media between Golaghat Station and Alternate control center. 3. Connectivity between newly proposed RTUs and alternate disaster control.	
6	AGCL/BD/PMC-GHT/PL SCADA/2019/20- Standard Specs for SCADA	4.5 Data Recording System	40 of 200	Historical data analysis shall be placed on a separate non-time critical (NTC) computer, not the live SCADA computer.	Bidder understands the requirement of the Historical analysis is in the form of trends and reports, which can be handled through SCADA workstations. Any separate machine is not envisaged for the same. Please confirm.	Bidder understanding is correct. Bidder ensure that, all real time process data and alarms made avialbe at MCR, Duliajan for historian purpose.
7	AGCL/BD/PMC-GHT/PL SCADA/2019/20- Standard Specs for RTU	4.1 General	53 of 200	The RTU shall be rated for field installation in hazardous area classification & environmental condition as per project design basis.	Bidder request to furnish the details of Hazardous area classification.	RTU Panel shall be installed in safe area Control room buildings / pre- fabricated porta cabin and not in classified area.
8	AGCL/BD/PMC-GHT/PL SCADA/2019/20- Standard Specs for RTU	5.0 RTU Functionality	57 of 200	Shutdown functions and Input / Output related shall be SIL-3.	Bidder request to clarify the mentioned clause as per IO list bidder does not find any IOs related to shutdown functions.	Safety system is not under Bidder Scope.
9	AGCL/BD/PMC-GHT/PL SCADA/2019/20- Specs for PLC and Single Iloop controller	4.2.6 System Hardware Requirements	69 of 200	The PLC shall be "Fault avoidant" and shall be based on high-reliability, high availability Programmable electronic systems. PLC envisaged for safety-related functions, such as ESD-FSD PLC and F&G PLC shall be certified to TUV AK 6, and shall be suitable for use on systems requiring SIL 3 integrity in accordance with IEC- 6150B	From the control system architecture and clause 4.2.6, bidder understands the requirement for the SIL-3 PLC for F&G system, however, bidder does not see this requirement in MR sections as well as IO list for the same has also not been provided.	SIL-3 PLC for F&G system is not under Bidder Scope.
	AGCL/BD/PMC-GHT/PL SCADA/2019/20- Control System Architecture	Note 12	158 of 200	SIL-3 PLC for F&G system shall be provided in sub control room golaghat and F&G panel along with accessories shall be provided in each terminal	Please confirm the requirement / scope for SIL-3 PLC along with IO list (if it needs to be provided)	



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10	AGCL/BD/PMC-GHT/PL SCADA/2019/20- Scope of Work for SCADA/RTU System	6.1 New SCADA / RTU System	24 of 200	Supply and Installation of all required Network cables (CAT6 & Ethernet), Communication cables, Ethernet Patch Chords and FO patch chords for connectivity to the other vendor package equipment's;	Bidder understands that the mentioned cables and accessories related scope shall be limited for RTU panel and Golghat SCADA station only. Any other network /power /communication/field cables shall not be part of Bidder's scope. Please confirm the same	Bidder understanding is correct. Bidder scope is limited to automation package such SCADA system , Terminal RTU, and CCTV system as mentioned in tender. Process area cabling is not under bidder scope.
11	AGCL/BD/PMC-GHT/PL SCADA/2019/20- Material Requisition for Pipeline SCADA System	4.0 Scope of Supply	7 of 200	Terminal RTU shall be interfaced with the following systems through a secure communication link: <input type="checkbox"/> Proposed New SCADA (Sub-Control room) at Golaghat (AGCL office) – by OFC link; <input type="checkbox"/> Existing ABB SCADA System (Master Control Room) at Duliajan – by GSM/GPRS (Mobile Communication).	Bidder understands that new RTUs will communicate with Golaghat Station SCADA via fiber optic link and with Existing ABB SCADA at Duliajan via GSM/GPRS communication. Please confirm the same	Bidder understanding is correct. Bidder ensure that, Terminal RTU shall be communicated with Sub-control room at Golaghat through OFC link and Master control room at Duliajan through mobile communication (GSM/ GPRS) simultaneously.
12	AGCL/BD/PMC-GHT/PL SCADA/2019/20- JUNCTION BOX AND CABINET STANDARD DRAWING	-	93 of 200	SERVER CABINET (TYPICAL) STANDARD DRAWING	Bidder understands that mentioned 1 no. of server cabinet needs to be provided at Golaghat sub-control room. Please confirm	Bidder understanding is correct.
13	General	-	-	-	Workstation console requirement for SCADA system is not mentioned in the tender. Bidder understand that this needs to be included in Bidder scope. Please confirm	Bidder understanding is correct.
14	AGCL/BD/PMC-GHT/PL SCADA/2019/20- IO List- SV stations	5	11 of 200	5.0 WARRANTY During warranty period, as a minimum for preventive system maintenance and system tuning, SCADA vendor shall make quarterly visits (4 visits per year)	During warranty period 4 preventive visits need to be done by SCADA vendor only or the same is applicable to LDS sub vendor also. Please Confirm	Proposed tender is included Complete automation Package such as SCADA, RTU system and LDS, CCTV systems also. CAMC services for entire package including LDS,CCTV systems are under bidder scope only. Bidder is responsible for sub -vendor items and services also.
15	AGCL/BD/PMC-GHT/PL SCADA/2019/20- IO List- SV stations	5	11 of 200	6.0 COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC): As part of CAMC Service, quarterly visits (4 visits per year) and as many as required breakdown visits for maintenance shall be made by SCADA and RTU vendor for preventive maintenance as a minimum.	During CAMC period 4 preventive visits need to be done by SCADA vendor only or the same is applicable to LDS sub vendor also. Please confirm	Bidder to refer point no. 14.
16	AGCL/BD/PMC-GHT/PL SCADA/2019/20- IO List- SV stations	6.1	25 of 200	6.1 New SCADA / RTU System j. Simulator Module covering Automatic Look Ahead, Training	Please note Simulator Module covering Automatic Look Ahead, Training" looks incomplete. Please confirm is it Simulator Module covering Automatic Look Ahead Only or Simulator Module covering Survival Analysis.	It shall be part of real time transient model.It will cover look ahead simulator with survival analysis. Among typical applications of transient analysisof pipeline would be line pigging, start up sequence, link pack, inventory analysis, leak detection, what if analysis etc.,
17	AGCL/BD/PMC-GHT/PL SCADA/2019/20- IO List- SV stations		178 of 200	(P&ID) NUMALIGARH STATION	No flow meter is mentioned in the line showing to customer. Please confirm the availability of Flow meter. Flow meter is critical at this location for implementation of LDS. Please confirm how flow value will be provided at this station?	Pipe line leak detection system shall be pressure based and not flow based.Using fiber optic leak detection method. At Numaligarh receipt station, the pipeline is blinded and not going to consumers.
18	AGCL/BD/PMC-GHT/PL SCADA/2019/20- IO List- SV stations		180 of 200	(P&ID) HAMIRAMUKH STATION	There is a future provision for DRS. In future once this DRS is operational, need a flow meter to access the flow value going through this DRS. Please note.	Flow meter shall be part of DRS only, which shall be installed by operating company as and when required. Bidder to please note that pipeline shall operate on hydraulic basis. Consumer will fetch gas from the pipeline based on gas transfer agreement.Our requirement is to maintain the required pressure in the pipeline or at tap-off point
19	Standard specification for PLC and PID controller	4.3	9 of 25	Input and Output Modules	We will be using 16 Channel density for Analog Input & output modules and 32 channel density Digital Input and Diital output moduels.	The i/o cards shall not be combined for the functionality i.e each card shall perform dedicated functionality w.r.t analog input, analog output, digital input, digital output. Mix configurable type i/o cards are not acceptable.
20	MR for Pipeline Scada System	Part 1	5 of 11	Server, Workstations, Printer, Ethernet switches, Master and slave clock system, converters.	Kindly provide the specifications for Server, Workstations, Printer, Ethernet switches, Master and slave clock system, converters.	Please refer attached SCADA standard specification doc no. VPC-SPC-5402 in the technical tender document
21	Vii II of II MR for Pipeline Scada System	Part 1	5 of 11	1, (4) ... Terminal RTU shall be interfaced with ... ABB SCADA System	Please confirm that the protocol for interface between ABB SCADA and RTU shall be serial Modbus interface.	Terminal RTU shall be communicated with Sub-control room at Golaghat through OFC link and Master control room at Duliajan through mobile communication (GSM/ GPRS) simultaneously.
22	SCOPE OF SUPPLY	4	05 of 11 (7/200)	Existing ABB SCADA System (Master Control Room) at Duliajan by GSM/GPRS (Mobile Communication).	Please provide the details of existing ABB system like total number of tags to be interfaced with new SCADA system, protocol. YIL will take responsibility of configuration of tags at our SCADA/RTU end, the other end configuration of tags etc needs to be taken care by owner /respective system vendor.	The details shall be provided to the successful bidder
23	SCOPE OF SUPPLY	4	05 of 11 (7/200)	New Proposed Gas detection system, FACP and CCTV systems in terminals by Ethernet Link	Please provide the details of new Gas detection system,FACP like make and model, total number of tags to be interfaced with new SCADA system. YIL will take responsibility of configuration of tags at our SCADA/RTU end, the other end configuration of tags etc needs to be taken care by owner /respective system vendor.	The details shall be provided to the successful bidder



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24	SCOPE OF SUPPLY	4	07 of 11 (9/200)	Vendor to facilitate one number of International visit of 2 Nos. client personnel and 1 Nos PMC/Consultant personnel for FAT or Training sessions or to visit Manufacturer parent company of the SCADA/RTU system for a week. Bidder to quote considering the above.	Please note that complete design, Engineering, testing and FAT will be carried out from Yokogawa Inida- Bangalore works. We have a full fledge training center set-up with dedicated trainers available at Bangalore. Hence, international visit is not required. Please confirm.	Noted. However bidder to facilitate the international visit as per the tender for training sessions, OEM part companies, etc., which shall be included in bidder price.
25	SCOPE OF SUPPLY	4.1 - Notes to vendor	7 of 11	Vendor proposed SCADA system shall be compatible with AGCL's Centralized SCADA system ABB SCADA VANTAGE	Please confirm whether OPC UA compatibility to existing ABB SCADA system shall be acceptable.	Accepted. The details shall be provided to the successful bidder
26	Notes to Vendor	4.1	08 of 11 (10/200)	The telecom system shall comprise of an OFC based SDH system with Network Management System (NMS) to monitor the parameters of the system	Kindly clarify the requirement of NMS : Network Management System for the OFC based SDH. OFC based SDH is not in the scope of this tender.	Bidder's understanding is not correct. SDH and NMS is in bidder's scope.
27	New SCADA / RTU System	6.1 - New SCADA / RTU System	09 of 13 (25 of 200)	Integration of New proposed SCADA system at Sub-Control room, Golaghat with Existing SCADA system ABB SCADA VANTAGE at Master Control Room, Duliajan through MPLS (Primary-OFC Link), GSM/GPRS (Secondary)	Please confirm that the protocol of interface of new SCADA system with existing SCADA system shall be over OPC UA.	The details shall be provided to the successful bidder
28	System Hardware	4.2 /4.2.1	06 OF 12 54/200	The RTU shall support local programming interface via a laptop. Communication to the smart field devices shall be performed utilizing HART or other acceptable protocol.	Kindly elaborate the requirement of HART for proposed system.	Bidder shall be provided HART compatible IO module, interfacing with smart instruments like Transmitters, sensors etc., for calibration and range setting from control room.
29	Power Supply	4.5	08 OF 12 56/200	The main power available to the RTU from the UPS will have the following characteristics: a. 230 VAC minas 15% & plus 10% single phase:	We presume that redundant feeders from UPS power is available at each location where SCADA/RTU and related equipments are being installed, kindly clarify.	UPS power source shall be provided by client/ AGCL.
30	PLC/ ESD		1 to 25/25 60 to 85/200	STANDARD SPECIFICATION FOR PROGRAMMABLE LOGIC CONTROLLER AND SINGLE LOOP PID CONTROLLER VPC-SPC-5405	We presume that F&G PLC is not to be considered under this scope of supply, please confirm.	SIL-3 PLC for F&G system is not under Bidder Scope.
31	IO List NAMBOR KHORAGHAT URIUMGHAT GOLAGHAT NUMALIGARH THORAMUKH HAMIRAMUKH SV STATIONS	IO List	112 -158 / 200	IO List and Instrument Index	Request you to provide IO summary in a table form for each area wise. We will also refer the document to size the system, IO summary table will help us for cross checking IO type wise and total count.	At this stage we cannot provide any additional documents, for I/O summary please refer attached I/O list and index attached in technical tender document.
32	Control System Architecture	System Architecture	158/200	F&G System	Please provide the F&G system details with details like Make, Model, Number of tags at each locatio, interface protocol etc.	The details shall be provided to the successful bidder
33	BUYOUT	LIST OF RECOMMENDED PARTIES FOR BOUGHT OUT ITEMS	189/200	LIST OF RECOMMENDED PARTIES FOR BOUGHT OUT ITEMS	Please provide recommended vendor / Parties for below items. (1) CCTV system. (2) Switches. (3) GSM Modem. (4) Firewall	Vendor may take the mentioned equipments from reputed parties. However vendor may provide PTR for vendor/ parties from where bought out items are been taken.
34	SCOPE	1	05 of 19 (34/200)	The Vendor shall also be responsible for installation supervision and field support as required for pre-commissioning and commissioning of the SCADA system during the plant startup.	We understand that our scope is limited to Supervision activity for installation of item under scope of this tender. Kindly confirm.	Bidder understanding is correct. However, Post installation activities of the SCADA /RTU system like pre-commissioning and commissioning, start-up and handed over to client is under bidder scope.
35	General	--	--	Field Instruments, UPS, Field cables etc	We presume that Field transmitters, Control valves, Electro hydraulic operated valve, SOV, all type of Transmitters (Flow/Pressure /Levele etc) , Field cables, Junction Boxes, UPS, Battery, Cable trays, Conduits, OFC cable or any other field switches etc are excluded from our scope of supply. kindly confirm.	Bidder's understanding is correct.
36	LDS	Clause 5	page 08 of 11 (10/200)		during warranty period 4 preventive visits need to be done by SCADA vendor only or the same is applicable to LDS sub vendor also? Please confirm	Bidder to refer point no. 14.
37	LDS	Clause 6,	page 08 of 11 (10/200)		during CAMC period 4 preventive visits need to be done by SCADA vendor only or the same is applicable to LDS sub vendor also? Please confirm	Bidder to refer point no. 14.
38	LDS	--	--		Is there any detailed specification for LDS included in the tender? i.e. standard specification for LDS	Minimum requirements for LDS is mentioned in technical tender. However LDS Design & Engineering shall be done as per the requirement and same shall be provided to client/ consultant for review and approval. Please refer Annexure-I for PLDS attached as corrigendum
39	LDS	Clause 6.1	.page 09 of 13 (25/200)		LDS requirement "point j. Simulator Module covering Automatic Look Ahead, Training" looks incomplete is it Simulator Module covering Automatic Look Ahead Only or Simulator Module covering Survival Analysis, please confirm	Bidder to refer point no. 16.



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40	LDS	NUMALIGARH STATION: In P&D,	(159-183 /200)		we did not find a flow meter in the line showing to customer, Please confirm the availability of Flow meter. Flow meter is critical at this location for implementation of LDS. Please confirm how flow value will be provided at this station?	Bidder to refer point no. 17.
41	LDS	HAMIRAMUKH STATION: In P&D	(159-183 /200)		we did not find a flow meter in the line showing to customer, Please confirm the availability of Flow meter. Flow meter is critical at this location for implementation of LDS. Please confirm how flow value will be provided at this station?	Bidder to refer point no. 17.
42	LDS	At HAMIRAMUKH station,	(159-183 /200)		There is a future provision for DRS. In future once this DRS is operational need a flow meter to access the flow value going through this DRS.	Bidder to refer point no. 18.
43	LDS	General	--		We assume some times pipeline is shut down by closing outlet station valve and closing next inlet station valve. In many of the P&IDs provided Pressure meters are located inside the station limit valves. For Functionality of Leak detection during the shutdown, there is no pressure measurements available after the Station Outlet valves and before the next station inlet valves, Request you to place the Pressure meters after the Station Outlet valves and before the station inlet valves to measure the Pipeline pressure during Shutdown (Valve Closure) of Pipeline. During shutdown if you are not closing the valves then current P&ID location is OK	All station inlet and outlet valves i.e,electrohydraulic type are provided with upstream and downstream pressure transmitters. These electrohydraulic valves are fail last only and will only be closed in the event of fire scenario.The Current P&IDs are correct, no modifications are required. Moreover in the event of station closed down due to fire case, there shall always pressure in line pipe or line pack and supply to consumers will not stop. Along the pipeline route SV's are provided and u/s and d/s pressure instruments are also installed which will give Pressure reading. PLDS shall be OFC based sytem only.
44	LIST OF RECOMMENDED PARTIES FOR BOUGHT OUT ITEMS		Page no 189/200	CONTROL PANEL & ACCESSORIES	We request customer to accept Pentair and BCH make panels.	Bidder to note that at this point of time unapproved sub vendors shall not be included in approved vendor list. However, if bidder is awarded with the contract, then they shall provide the required documents for approval. If these sub vendors. donot meet acceptable criteria , in that case, Bidder has to procure from the Vendor list attached with the Technical tender.
45	LIST OF RECOMMENDED PARTIES FOR BOUGHT OUT ITEMS		Page no 189/200	JUNCTION BOXES AND CABLES GLANDS	We request customer to accept Sudhir switchgear and Phoenix Mecano Jbs and Glands.	Bidder to refer point no. 44.
46	LIST OF RECOMMENDED PARTIES FOR BOUGHT OUT ITEMS		Page no 189/200	CONTROL AND SIGNAL CABLES	We request customer to accept Delton cables and RPG cables.	Bidder to refer point no. 44.
47	LIST OF RECOMMENDED PARTIES FOR BOUGHT OUT ITEMS		Page no 190/200	Indicators and Controllers	We request customer to accept Masibus make indicators and controllers.	Bidder to refer point no. 44.
48	LIST OF RECOMMENDED PARTIES FOR BOUGHT OUT ITEMS		Page no 191/200	PLC/ SCADA based control system	We request customer to accept RTP, TBOX, Kingfisher, Huskey, ETAP, Vmonitor control systems.	Bidder to refer point no. 44.
49	BOQ_26563.xls	SL No. 1		Sub-Control room at Golaghat, shall consist of Server (Single) based SCADA, Engineering Work Stations (24*), Operator Work Stations (24*), color laser printer (AA size), Ethernet switch, master & slave clock system, converters, SDH NMS Work Station, OFC Patch panel and Patch cords, CAT-6 cables etc.,	Kindly specify the exact count of EWS, OWS, Ethernet Switch, SDH NMS Work Station, Laser printer, etc. Also provide the technical specifications for the same.	For exact count please refer attached Material Requisition and for specification please refer attached SCADA standard specification doc no. VPC-SPC-5402 in the technical tender document
50	BOQ_26563.xls	SL No. 1		RTU system shall consist of Dual redundant 32-bit CPU, Minimum 32 Mbyte SDRAM (Extendable), redundant power unit, I/O cards and redundant communication modules, supporting SCADA protocols such Modbus, RS 232/485, Profibus, DNP3 etc. Panel mounted touch HMI, GSM / GPRS Modem (Dual SIM), and all required hardware for Pipeline as per I/O count mentioned at Nambor, Khoraghat, Uriumghat, Golaghat, Numalighar, Thoramukh, Hamiramukh and SV stations;	Kindly provide the exact count and the technical specifications for Panel HMI, GSM/GPRS MODEM to be supplied.	For count please refer system architecture attached in technical tender.
51	BOQ_26563.xls	SL No. 1		Leak Detection System with APPS workstation with leak detection and localization software shall be installed at Sub-Control Room, Golaghat;	Kindly provide the Technical specifications for the envisaged Leak Detection system along with the APPS workstation.	Bidder to refer point no. 38.
52	BOQ_26563.xls	SL No. 1		Integration of Sub-control system at Golaghat, with Duliajan Master Control station (Existing ABB SCADA System) through MPLS (Primary – OFC link), GSM/GPRS (Secondary);	Bidder understands that providing the MPLS connectivity is in customer's scope. Please confirm.	Bidder to refer point no. 2
53	BOQ_26563.xls	SL No. 2		CCTV DVR 8 channel video & audio	The BOQ asks for supply of DVR while the specification demands for an NVR. Kindly confirm whether a DVR or an NVR is required.	Bidder to provide NVR for this project.



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54	BOQ_26563.xls	SL No. 2		Wall mounted flat screen (50") for operating cum Engineering work station	Kindly provide the Technical specifications for Wall mounted flat screen (50") for operating cum Engineering work station	Wall mounted flat screen shall be taken as per industrial standard.
55	Volume II of II:Technical		61 of 200	Standard Specification For Programmable Logic Controller and Single Loop PID Controller	Bidder understands that PLC and Single loop PID controller is not envisaged under this tender. Please confirm.	Bidder's understanding is correct.
56	Volume II of II:Technical		188 of 200	LIST OF RECOMMENDED VENDOR LIST	Kindly provide the list of recommended vendors for CCTV system.	Vendor may take the mentioned equipments from reputed parties. However vendor may provide PTR for vendor/ parties from where bought out items are been taken.
57	Volume II of II:Technical/MATERIAL REQUISITION	4.1	10 of 200	Supply of communication SIM card wherever require, activation of SIM, establishing the communication with SCADA system and coordination with service provider. Selection of the communication service provider shall be based on availability of good signal strength at each location, it may possible that there could of one more service provider services are required based on the signals strength. SIM shall be registered in the name of "AGCL. Monthly recurring charge shall be paid by the vendor till handing over taking over of the project to AGCL.	Kindly accept "Monthly recurring charge shall be paid by the vendor till commissioning of the project."	Tender conditions shall prevail.
58	Volume II of II:Technical/MATERIAL REQUISITION	5.0	10 of 200	WARRANTY	Kindly accept the following amendment in this clause: "12 mts after Goods, or any portion thereof as the case may be, have been put into operation or 18 months from the date of delivery as per delivery terms (FOT Site) for the last supply of particular lot whichever is earlier. Also repaired or replaced material shall be similarly covered under the guarantee of the initial installation." "	Tender conditions shall prevail.
59	Volume II of II:Technical/MATERIAL REQUISITION	6.0	11 of 200	If the bidder fails to provide the required services for any day, the bidder shall compensate the owner @ Rs 3000/- per hour for the default period. For calculation, default period will be recorded jointly by the bidder and owner on daily basis. However, compensation will be on monthly cumulative basis rounded to nearest hour. In any case, the maximum penalty imposed in a month for non-performance of the equipment would be limited to 50% of the amount of O&M charges to be paid to the bidder per month.	Kindly delete this clause and accept that LD shall be sole method for deduction.	Tender conditions shall prevail.
60	Volume II of II:Technical/STANDARD SPECIFICATION FOR REMOTE TERMINAL UNIT SYSTEM	4.4	55 of 200	The RTU shall be provided installed in front access, material & dimension as per datasheet. It should provide IP 65 protection.	As per the BOQ an IP-54 cabinet is envisaged. Kindly confirm that an IP-54 cabinet shall be provided.	Confirmed.Bidder to consider RTU cabinet shall be IP-54 Rated.
61	Volume II of II:Technical/STANDARD SPECIFICATION FOR REMOTE TERMINAL UNIT SYSTEM	5.j	57 of 200	Shutdown functions and Input / Output related shall be SIL-3.	Since SIL is not a feature usually found in RTUs, Bidder requests to accept non-SIL RTU and its IOs.	Accepted.
62	Volume II of II:Technical/MATERIAL REQUISITION	5.0	11 of 200	During warranty period, as a minimum for preventive system maintenance and system tuning, SCADA vendor shall make quarterly visits (4 visits per year)	During warranty period, 4 visits needs to be done by SCADA vendor only or the same is applicable to LDS sub vendor also. Please confirm.	Bidder to refer point no. 14.
63	Volume II of II:Technical/MATERIAL REQUISITION	6.0	11 of 200	As part of CAMC Service, quarterly visits (4 visits per year) and as many as required breakdown visits for maintenance shall be made by SCADA and RTU vendor for preventive maintenance as a minimum.	During CAMC period, 4 visits needs to be done by SCADA/RTU vendor only or the same is applicable to LDS sub vendor also. Please confirm.	Bidder to refer point no. 14.
64	Volume II of II:Technical/Scope of Work for SCADA/RTU System	6.1.j	15 of 200	Simulator Module covering Automatic Look Ahead, Training	Kindly specify whether a Simulator Module covering Automatic Look Ahead Only is envisaged or a Simulator Module covering Survival Analysis needs to be supplied.	Bidder to refer point no. 16.
65	Volume II of II:Technical			Leak Detection System	Please specify how many LDS GUI clients are required for the application software.	Bidder shall provide LDS GUI clients in Golaghat sub control room and same shall be reflected in Duliagan master control room
66	Volume II of II:Technical			Leak Detection System	We assume the pipeline shall be shut down by closing outlet station valve and closing next inlet station valve. In many of the P&IDs provided, the Pressure meters are located inside the station limit valves. To achieve the functionality of Leak detection system during shutdown, no pressure measurements are available after the Station Outlet valves and before the next station inlet valves. Hence, we kindly request you to place the Pressure meters after the Station Outlet valves and before the station inlet valves to measure the pipeline pressure during Shutdown (Valve Closure) of Pipeline. However, if the valves are not being closed during shutdown then current P&ID shall be ok.	Bidder to refer point no. 43.



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67	Volume II of II:Technical		178 of 200	P&ID FOR PIG RECEIVER AT NUMALIGARH STATION	In the P&D, we did not find a flow meter in the line showing "to customer", Please confirm the availability of Flow meter as the same shall be critical at this location for implementation of LDS. Please specify how the flow value shall be provided at this station	Bidder to refer point no. 17.
68	Volume II of II:Technical		180 of 200	P&ID FOR PIG RECEIVER AT HAMIRAMUKH STATION	In the P&D, we did not find a flow meter in the line showing "to customer", Please confirm the availability of Flow meter as the same shall be critical at this location for implementation of LDS. Please specify how the flow value shall be provided at this station	Bidder to refer point no. 17.
69	Volume II of II:Technical		180 of 200	P&ID FOR PIG RECEIVER AT HAMIRAMUKH STATION	At HAMIRAMUKH station, there is a future provision for DRS. In future once this DRS becomes operational the LDS system shall require a flow meter to access the flow value going through this DRS.	Bidder to refer point no. 18.
70	Volume II of II:Technical/MATERIAL REQUISITION	4.0 SCOPE OF SUPPLY	7 of 200	RTU	We propose to have single processor based RTU in order to meet the functionality requirement of the Gas Pipeline.	Tender conditions shall prevail.
71	Volume II of II:Technical/MATERIAL REQUISITION	4.0 SCOPE OF SUPPLY & 4.1 Notes to Vendor	9 of 200	Supply of new SCADA system at Golaghat & Extension of existing SCADA system at Duliajan to Golaghat control room	Kindly accept the extension of the existing ABB SCADA system to the Golaghat control room and integration of RTUs & LDS directly in ABB SCADA system would ensure seamless integrity, reliability & availability of pipeline data at Duliajan control room and monitoring of tea states as well as pipeline from Duliajan control room. A unified platform would also enable leveraging a common database and thus present AGCL with a number of opportunities of deploying digital solutions in future.	Not accepted. Tender conditions shall prevail.
72	Volume II of II:Technical/Scope of Work for SCADA/RTU system	6.1	24 of 200	RTU Specification	Kindly accept non-redundant RTU processor & communication module with redundant port on communication module for communication with SCADA system.	Tender conditions shall prevail.
73	Volume II of II:Technical/Scope of Work for SCADA/RTU system	6.1	25 of 200	SDH	Kindly clarify whether SDH to be supplied in this Tender or not.	SDH is to be supplied by bidder.
74	Volume II of II:Technical/Standard Specification for SCADA System	4.3	38 of 200	Disaster Recovery	We understand that DR is not required for this project. Kindly confirm.	Bidder to refer point no. 04
75	Volume II of II:Technical/Remote terminal Unit	4.2.1 (c)	54 of 200	Analog Input	Kindly accept Analog Input card without HART for RTU.	Tender conditions shall prevail.
76	General				Please provide Approved Makes (OEMs) for Cameras, Software, Network switch, all cables (power, CAT-6, OFC cable), rack, etc, and all other items for CCTV systems.	Vendor may take the mentioned equipments from reputed parties. However vendor may provide PTR for vendor/ parties from where bought out items are been taken.
77	General				As per BOQ we understand that all bullet cameras are weatherproof and there is no explosion-proof camera required, please confirm our understanding is right.	Please consider explosion proof, IP-67 cameras for outdoor application
78	General				Please confirm outdoor camera mounting is it mount on pole or wall structure. If pole than please clarify 1. scope of supply & Installation for Pole with its accessories. 2. If scope of supply is in bidder scope than what would be pole height required and type of material.	Outdoor cameras shall be pole mounted : 1 . scope of supply & Installation for Pole with its accessories is in bidder's scope. 2. Pole height - 12 mtrs and MOC of pole is MS material
79	General				Please confirm weather Washer unit shall be required with camera or not.	Washer unit is not required.
80	General				Please clarify the power source for the outdore CCTV cameras.	Single point power source shall be provided by client, however distribution for the cameras and other accessories shall be in bidder's scope.
81	General				Bidder understand all indoor cameras shall be on Ethernet & outdoor Cameras on Fibre optics. Please confirm.	Communication protocol from cameras to NVR shall be as per OEM standard.
82					Bidder understand one separate server is required for CCTV sytem with one workstation at main control station. Please confirm.	Bidder's understanding is correct.
83					1) SOR may be provided item wise instead of as a lot for SCADA system and CCTV system. It will be clearer for the bidder so that no items would miss at the time of bidding.	Complete automation package of SCADA/ RTU along with detail engineering is under bidder's scope, Therefore bidder has to develop SCADA/ RTU system as per the project requirement. Please consider whole package as a lot.
84					2) We are OEM for SCADA only. We will submit authorization and support letter from OEMs of RTU / PLC. Please confirm that it is acceptable to you.	Not acceptable. Please refer BEC clause no. 2.0. ii in commercial tender.
85					3) No of Main station RTU to be considered as per our understanding it is Seven please Confirm	Bidder to refer attached control system architecture in technical tender for quantities
86					4) Please confirm is telecom system in bidder's scope or we have to supply only NMS work station along with NMS software.	Bidder's understanding is correct. However, terminal RTU shall be interfaced with sub-control room Golaghat through OFC, master control room Duliajan through GSM/ GPRS for this interfacing required harware, software shall be in bidder's scape.
87					5) Please confirm if any router needs to be supplied as it is nowhere mentioned in the tender.	Bidder's query is not clear. For GSM/GPRS communication MODEM is required.



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88					6) Please confirm the SCADA network configuration to be installed should be dual redundant in LAN and GPS server offered should support the same.	Confirmed.
89					7) Please confirm the number of Dual SIM GSM MODEM to be considered.	Bidder to refer attached control system architecture in technical tender for quantities
90					8) There is no clarity on the number of Main stations RTUs and number of SV station RTUs.	Bidder to refer attached control system architecture in technical tender for quantities
91					9) Please confirm ABB SCADAVANTAGE is OPC compliant and it can send/receive data through OPC protocol.	Confirmed.
92					10) No of SV station to be considered as per our understanding is three please confirm	There are only 2 nos. of SV station. Bidder to refer attached control system architecture in technical tender
93					11) No of Dual SIM GSM MODEM to be considered	Bidder to refer attached control system architecture in technical tender for quantities
94					12) Field cabling scope: instrument end or RTU end only please confirm Field cabling. Scope is not clear	Instrument field cabling is not in bidder's scope. However bidder's scope is limited to control room only
95					13) Field Junction box to be considered please confirm if yes, their quantity	Field junction box is not in bidder's scope. However bidder's scope is limited to control room only
96					14) OFC to Ethernet converter scope	OFC to Ethernet converter is in bidder's scope only
97					15) No of third-party interfaces to be considered in each RTU	Bidder to refer attached control system architecture in technical tender. However, the details shall be provided to the successful bidder
98					16) Telecom panel scope as per tender it is in vendor scope please confirm	Confirmed.
99					17) Protocol to be use for existing SCADA ABB SCADA interface	The details shall be provided to the successful bidder
100					18) Profibus protocol module to be considered or not	Profibus protocol module to be considered by bidder.
101					19) Data panel to be considered for all locations or for sv locations	Bidder to elaborate the Data panel is used for? However bidder to provide centralized data center of LDS for monitoring and analysis of localised leaks for the pipeline on real time basis
102					20) RTU shall be interfaced with New Proposed Gas detection system, FACP and CCTV systems in terminals by Ethernet Link purpose not clear	Gas detection system, FACP and CCTV systems in terminals shall be interfaced via serial link communication RS232/ RS 485/ MODBUS
103					21) If telecom panel is in vendor scope then it's quantity and specifications also needed	Bidder to refer attached control system architecture in technical tender for quantities
104					24) Power availability at site 24v 230v or 48v	Single point UPS power source shall be provided by client/ AGCL. Distribution is under SCADA vendor scope.
105					25) HART configuration module to be considered please confirm	HART configuration module to be considered.
106					26) No of Communication Module not clear for each RTU. There shall be redundant communication to the PCS, ESD & F&G. The RTU shall include a minimum of two additional ports. The port will communicate to third party devices. The ports shall be configurable to communicate via RS 485 or RS 232. IEEE Ethernet ports or a combination of will also be acceptable.	Bidder to refer attached Material Requisition in the technical tender document.
107					27) SPD requirements not clear	Surge protection devices shall be provided as per project requirement. However Detailed engineering of the SCADA / RTU system shall be under bidder scope only. Therefore Bidder shall be considered surge protection requirement and same shall be designed as per industrial standard and also submit the documents to client / consultant for review and approval
108					28) Barrier requirements also not mentioned	All 2-wire system loop of field transmitters(PIT,TIT, FIT etc.)shall be provided with analog barriers. And also all the Digital signals (pig signalers, valve feed back, L/R, valve fault signals i.e potential free field signals) shall be connected to digital modules via digital isolator/ barriers. Therefore bidder shall consider analog and digital isolator as per the project requirement.
109					29) Earth pit and earthing scope not mentioned	Earth pit and earthing is under client/ AGCL scope.
110					30) Required BOM will be purchased from respective OEM and integrated FAT will be done at our works. We did not understand the purpose of international visits. Please clarify.	Refer reply SI no 24



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111	SECTION 9 BIDDER EVALUATION CRITERIA (BEC) 9.1 TECHNICAL			The bidder should be a manufacturer (OEM) and shall have proven facilities for Engineering, assembly/ manufacturing, Integration, testing of RTU with SCADA system.	We would like to explore this point and request you to accept us as OEM Authorized channel partner also to bid to this project because of following reasons. Point no 1 : We represent our OEM (Original Equipment Manufacturer) M/s. Copa data (Zenon SCADA) Europe and having India office in Pune. As per the OEM marketing strategy, they do not quote directly to any Govt. PSU in India. In this regards, we shall produce OEM authorization letter for ASSAM GAS SCADA tender (Specific AGCL/ BD/PMC-GHT/PL SCADA/2019/20) as per tender requiremen shortly. M/s. TAS India will Bid directly and comply (credentials) all technical and commercial both requirement of this tender.	Tender conditions shall prevail.
112				The bidder should be a manufacturer (OEM) and shall have proven facilities for Engineering, assembly/ manufacturing, Integration, testing of RTU with SCADA system.	Point no 2 : This tender demands for typical Automation and Integration including SCADA + RTU + Telecommunication + Data Transfer and Analytics + CCTV and Other instrumentation Item . Mostly, as per the industry standard, such Integrated solutions shall be achieved by OEM representative / channel partner due to technical complexity of the job. As per the solutions required by Assam gas, most of SCADA OEM do not have even same make of RTU, Modem and Telecommunication components. Hence being this complexity and integration of these devises, Channel Partner / System Integrator is required like TAS India Pune.	Tender conditions shall prevail.
113				The bidder should be a manufacturer (OEM) and shall have proven facilities for Engineering, assembly/ manufacturing, Integration, testing of RTU with SCADA system.	Point no 3 : We have earlier executed M/s. Essar Oil & Gas and M/s. IGL project by using the Copa data / Zenon SCADA for similar SCADA application. We do have the strong PTR letter from Essar Oil and Gas, and IGL; We shall provide all related documents while submitting the bid as an evidence.	Tender conditions shall prevail.
114	Volume I of II : Commercial/IFB/4.0 COMPLETION PERIOD		page 5 of 166		We observed the site is at remote and due to rainfall conditions,we propose to accept completion period atleast of 8 months from date of Drawing approvals.	Tender condition shall prevail at this stage
115	Volume II of II : Technical 4.0 SCOPE OF SUPPLY 4.1 Notes to Vendor		page 7 of 200 page 9 of 200 page 22of 200 page 24 of 200		Integration of New SCADA with Existing ABB system shall be over OPC protocol.We understand that ABB SCADA has OPC.The New RTUs shall report to Both SCADA over Multi master protocol.	Bidder Understanding is correct.
116	Volume II of II : Technical /4.3 Input And Output Modules		page 69 of 200		The specifications do not clearly spell out separate modules for DI, DO ,AI,AO so suppose we will propose Mixed IO for RTU.	Mix configurable type I/O cards are not acceptable.
117	General/ connectivity		Page 7 of 200		We understand that the Bandwidth at Dhulijan Control room is existing and has enough capacity to cater to New RTUs and connectivity from New SCADA.	Bidder Understanding is correct.
118	Volume II of II : Technical/4.0 SCOPE OF SUPPLY		page 7 of 200 Page 21 of 200		Please clarify scope of supply of SDH network and OFC cable. We understand that the SDH network is not in Supply scope and only connectivity over Ethernet is to be provided.	OFC is not in bidder scope.However SDH supply and connectivity is under bidder scope.
119	Volume II of II : Technical/4.0 SCOPE OF SUPPLY		Page 22 of 200		We suggest CCTV network to be kept separate from RTU data network since this will load the SCADA network .	Tender conditions shall prevail.
120	Volume II of II : Technical/4.0 SCOPE OF SUPPLY 6.2 CCTV System		Page 22 of 200 Page 26 of 200		Please clarify whether the CCTV video streams are to be kept locally on NDVR at respective terminal control room locations, or these will need to be made available at Golaghat Sub control Room for centralized monitoring.	All terminals including sv stations shall be operated remotely from Golaghat sub control room , because all terminals and SV stations are no man ststions, therefore CCTV data/ Videos are to be made available at Golaghat Sub control Room for centralized monitoring.
121	Datasheet for CCTV system				As per datasheet,The outdoor cameras are 5.0 MP, 4CIF and IR of 20mtrs where as clause numer 4.5.1 and 4.5.2 of standard specification of CCTV, there seems to be need of external explosion proof housing and Pan/tilt unit. Kindly clarify whether it is fixed bullet IR non explosion camera or Explosion proof PTZ camera with IR or explosion proof PLTZ camera without IR?	Bidder to consider fixed bullet IR explosion proof camera as per the datasheet.
122	Datasheet for CCTV system				As per datasheet, the camera's shall be of Analog design but as per BOM the camera's shall be of IP design. So we request AGCL to provide clarity on design of camera.	Bidder shall be provided CCTV cameras as per datasheet.
123	Control System Architecture				As per control system architecture and BOM, there are 10 locations with individual viewing and recording at respective control room, please clarify if we need to consider segregation of all sites to single command and control room also.	Yes, Bidder to consider segregation of all sites to single command and control room also.



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124	Scope of supply / Part (B) CCTV system	Point no. 5			Coaxial Cable is not applicable for IP solutions. Coaxial cable is meant for Analog Cameras. For IP Cameras it will be UTP CAT6 or Fibre cable with media Converter, please clarify.	Communication protocol from cameras to NVR shall be as per OEM standard.
125	General				Kindly provide the details of distance between individual camers and the control room at each site.	Bidder to refer Annexure-2 in Corrigendum.
126	General				kindly provide the details of camera mounting accessories whether the cameras will be fixed on poles or walls?	Outdoor cameras shall be pole mounted : 1 . scope of supply & Installation for Pole with its accessories is in bidder's scope. 2. Pole height - 12 mtrs and MOC of pole is MS material
127	Scope of supply / Part (B) CCTV system				As per BOM, CCTV DVR 8 channel video and audio is required but as per standard specification and data sheet of cameras are called for network digital video recorder (NVR), please clarify.	Bidder shall proceed with datasheet.
128	General				Please confirm is it compulsory to supply Single standalone SCADA server or we can offer Dual redundant Hot standby SCADA Servers? Please note, it is mentioned in the tender at many places to avoid single point of failure but when SCADA server itself is Single, if in case it's hardware fails then everything else is of no use.	As per the project requirement existing SCADA server i.e Duliajan control room is the backup server for the new proposed pipeline. And, also bidder may propose Dual redundant Hot standby SCADA Servers but ther should not be any price implications due to this
129	General				There is no clarity on the total number of work stations/client machines (including EWS & NMS) to be installed.	For exact count please refer attached Control System Architecture doc no. 1009-00-IN-DR-5001 in the technical tender document
130	General				We have our own in-house ECSCADA software but it is not mentioned as approved one. We are willing to bid with our software only. Please confirm.	Bidder shall provide OEM standard software which should comply international standards. Also, provided software should be compatible with existing SCADA, and it should be user friendly. Vendor to provide the software catalogs, its approval certificates for our further reference.
131	General				We envisage that Scada in Golaghat Sub-control room runs independently from MCS at Duliajan. Please clarify and confirm.	As per the project requirement SCADA system shall be in stalled at Golaghat sub control room and same shall be interfaced to MPLI all the process control signal shall be connected at Golaghat sub control room and same signal shall be refelected and controled from master control room i.e Duliajan.
132	General				Kindly clarify if Scada at Golaghat shall be single/standalone or redundant.	Bidder shall consider single server based SCADA system.
133	General				Integration of all RTUs with ABB's MCS Scada is required. However any hardware at MCS end and/or any modification in MCS Scada shall not be in Siemens' scope. Please clarify if our understanding is correct.	New SCADA system at golaghat station shall be compatible with AGCL's Centralized SCADA system ABB SCADAVANTAGE. Any further hardware requirement of existing system(ABB) at Duliajan station for integration of new system shall be under Client's scope. However, Bidder should provide assistance/ support of the existing SCADA vendor to implement of graphics as well as in integration of new proposed SCADA system with the xisting SCADA system.
134	General				We envisage that F&G SIL3 PLC system & PID Controllers is out of Siemens' scope. Kindly clarify and confirm.	Bidder's understanding is correct.



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135	General				We envisage that integration of Scada with F&G system, PID Controllers, ESD system, weather monitoring system and Power management system is not required as these are separate packages. Please clarify if our understanding is correct.	Bidder's understanding is not correct. Integration of All Third party system, which is involved in this project shall be in bidder's scope. Please refer Control System Architecture doc no. 1009-00-IN-DR-5001 in the technical tender document
136	General				There is a 48 core FO cable running along with pipeline. However system architecture shows modern for mobile communication. Kindly clarify the communication infrastructure between various RTU systems and Scada – is it FO or mobile connectivity?	As per the project requirement communication infrastructure shall be terminal RTU and sub control room shall be connected through Optical Fibre network. However, each terminal RTU shall have GSM terminal modem also for integration of Duliajan Master control room directly
137	General				Kindly clarify the scope of analog & digital junction boxes	All field Junction boxes are not in bidder's scope
138	General				Kindly clarify the scope of NMS Workstation. We envisage it is not in Siemens' scope. Please clarify.	Bidder's understanding is not correct. NMS workstation is in bidder's scope.
139	General				System architecture requires DNP3 in RTUs. Kindly clarify the nodes between which communication is required over DNP3. Can we propose some other protocol like IEC 104 or something else?	Tender conditions shall prevail.
140	General				Clause 4.3 of Scada System asks for a Disaster Recovery site. We envisage that a Scada system at Golaghat is only required. Please clarify the requirement.	As per the project requirement existing SCADA server i.e Duliajan control room is the backup server for the new proposed pipeline. Bidder to All the data or information of the new proposed pipeline shall be taken care by Duliajan master control room at the time of disaster.
141	General				Clause 4.5 of Scada system asks for historical data analysis on a separate computer. Please clarify if a dedicated historian PC is required or not.	Bidder to consider the dedicated historian PC for historical data analysis.
142	General				Clause 4.1 RTU – Kindly confirm the hazardous area classification for which RTU compliance is required.	RTU Panel shall be installed in safe area Control room buildings / pre- fabricated porta cabin and not in classified area.
143	General				Clause 4.2.1 HART – I/O list does not mention any HART signals, however the same is desired in RTU. Kindly clarify and confirm.	Bidder shall be provided HART compatible IO module, interfacing with smart instruments like Transmitters, sensors etc., for calibration and range setting from control room.
144	General				Clause 4.2.1 Pulse Counter – I/O list asks for only DI, DO & AI signals in RTU. Why pulse counters are required? Please clarify and confirm.	As per the project requirement, metering skids shall also be integrated with new proposed system, also for the future expansion point of view pulse counter is required.
145	General				Clause 5 RTU Functionality SIL3 – Spec calls for "Shutdown functions and Input / Output related shall be SIL-3." This shall be part of Safety PLCs / ESD system and shall not be required in RTU. Please clarify and confirm.	Bidder's understanding is correct.
146	General				Scope of leak detection system (Please provide module details mentioned in tender)	Bidder to refer in corrigendum for Annexure-1.
147	General				Which pipeline section is covered by a leak detection system, please provide section length of pipeline.	The project scope is from Nambor to Numaligarh ie km. All sections or station shall be involved. Bidder to refer control system architecture



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148	General				LDS signals shall be interfaced with Master Control Room at Duliajan, Please provide detail of redundancy. Client server required at Duliajan and Golaghat please provide details.	LDS system shall be reflected in master control room is under bidder's scope only. However any further hardware and software required shall be in bidder's scope
149	General				Scope of supply hardware (SCADA vender or LDS vender)	The whole and sole responsibility of new proposed system shall be in SCADA bidder scope.
150	General				Please provide detail of instrumentation used in pipeline (with accuracy and repeatability)	The details shall be provided to the successful bidder
151	General				Please refer to the drawing to provide section length of pipeline (highlight sections for LDS) or any other drawing please provide details.	The details shall be provided to the successful bidder
152	General				PAS Tuning Module refer to what	The accuracy of real time model can be improved by tuning, by which is meant the use if inconsistencies between model results and measurements to adjust model parameters.
153	General				Please clarify "Simulator Module covering Automatic Look Ahead, Training"	It shall be part of real time transient model. It will cover look ahead simulator with survival analysis. Among typical applications of transient analysis of pipeline would be line pigging, start up sequence, link pack, inventory analysis, leak detection, what if analysis etc.,
	AGCL/BD/PMC-GHT/PL SCADA/2019/20- Scope of Work for SCADA/RTU System	6.1 New SCADA / RTU System	25 of 200	The telecom system shall comprise of an OFC based SDH system with Network Management System (NMS) to monitor the parameters of the system;	Please provide below details to propose SDH system- 1. Specifications for SDH system 2. Tier requirement 3. Configuration of the SDH Box	At this stage we cannot provide any additional documents. However Design and Detailed engineering of the SCADA / RTU and Telecom system and required accessories is under bidder scope, same shall be provided for review and approval. SDH System should be in line with existing system at duliajan control room. Any further information required regarding existing system we will provide the data to successful awarded bidder
	AGCL/BD/PMC-GHT/PL SCADA/2019/20- Scope of Work for SCADA/RTU System	6.1 New SCADA / RTU System	25 of 200	Integration of New proposed SCADA system at Sub-Control room, Golaghat with Existing SCADA system ABB SCADA VANTAGE at Master Control Room, Duliajan through MPLS (Primary-OFC Link), GSM/GPRS (Secondary);	Bidder understands that MPLS communication establishment with existing SCADA is in bidder's scope. Please provide below required details to propose that system - 1. Specifications for leased line modem 2. Any minimum bandwidth required for communication with existing SCADA.	Bidder understanding is correct. Requirement of leased line and minimum bandwidth details will provide post award of the tender.
COMMERCIAL QUERIES						
1	Volume I of II: Commercial / IFB	10 of 166	10.1.1	Tender Fee	Kindly accept Tender fee in form of Demand Draft (DD).	Tender Conditions shall prevail.
2	Volume I of II: Commercial /GCC	44 of 166	13.14	The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.	Please note that all the materials shall be dispatched only by proper testing by Client/Consultant during FAT or testing at OEM works. So request you to kindly delete this clause.	Tender Conditions shall prevail.
3	Volume I of II: Commercial /GCC	48 of 166	20.1	Repaired or replaced material shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.	Bidder requests to kindly accept that the "Repaired or replaced material shall be similarly covered under the guarantee of the initial installation."	Tender Conditions shall prevail.
4	Volume I of II: Commercial/GCC/SCC	50 of 166/133 of 166/ 139 of 166	26.1.1/6.0/ 24	Deductions shall apply as per following formula: In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price. Price Reduction Schedule. PENALTIES	Kindly accept the following amendment in this clause: "Deductions shall apply as per following formula: In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (half percent) of price of undelivered items per complete week of delay or part thereof subject to a maximum of 5% (five percent) of price of undelivered items.	Tender Conditions shall prevail.



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Sr. No.	Tender Clause No. / Annexures	Page No	Clause No	Subject	Bidders Comments / Queries	VCS Reply
5	Volume I of II: Commercial /GCC	51 & 52 of 166	28	TERMINATION OF CONTRACT	Bidder requests to kindly accept the addition to the termination clause below: Termination: Seller is be entitled to terminate the Contract if Purchaser is unable to carry out of its obligation under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the site or other areas or failure to make payments for completed supplies and/or services by Seller or failure or delay to obtain any governmental permit necessary for execution and/ or completion of the facilities. Seller has the right of suspension/termination in the event of non-payment by the Purchaser and claim payments and cost compensation for completed supplies and/or services till the date of such suspension or termination by the Seller or Purchaser under the Contract.	Tender Conditions shall prevail.
6	Volume I of II: Commercial /GCC	52 & 53 of 166	29	Force majeure	Bidder requests to kindly accept the additional force majeure clause below: Covid19 Clause: In India, according to the Office Memorandum on Force Majeure Clause ("FMC") issued by Ministry of Finance No.F.18/4/2020-PPD dt. Feb 19, 2020 disruption of supply chains due to spread of corona virus in China or any other country will be covered in the Force Majeure Clause. Further in March, 2020 Government of India has declared Covid19 as a "notified disaster" and World Health Organization (WHO) has categorized Covid19 as a pandemic situation. The Parties [i.e. Purchaser and Seller] are aware of the current outbreak of the Covid19 worldwide which impacts or may impact the normal business and execution of this Contract. The Parties agree that contractor is entitled to any potential cost compensation, time extension, or other reasonably required adjustments in the Contract, if any consequences, whether directly or indirectly resulting out of, or in connection with the Covid19 outbreak, lead to delays in delivery of goods or provision of services, supplies or otherwise affect contractor's contractual obligations and/or duties.	Any delay in delivery of goods/ services shall be evaluated after work completion with due reasons and at that stage
7	Volume I of II: Commercial /SCC	132 & 133 of 166	5	PAYMENT TERMS AND MODE OF PAYMENT	Bidder request to accept the following standard payment terms: For Supply: 10% against document approval 80% against supply of material along with 100% taxes & duties 5% against installation on pro-rata basis 5% against commissioning. However, in case site is not provided for Installation & commissioning for a period of more than 60 days after receipt of materials on site for reasons not attributable to contractor, AGCL shall release last 10% retention amount against submission of BG of an equivalent amount. Please note that current payment terms shall result into negative cash flow of the project. Services: 100% on pro-rata basis within 15 days after completion of work.	Bidder to note that site will be provided to them within contractual period. Bidder can claim up to 100% with due submission of Final Bill provided bidder has completed work within contractual time period or with additional time extension due to no fault of Bidders
8	Volume I of II: Commercial /SCC	133 of 166	7	ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS	Bidder requests to limit the variations to +/- 15% of the contract price.	Tender Conditions shall prevail.
9	Volume I of II: Commercial /SCC	135 of 166	10.1	The Owner/ Consultant will not provide any power and water during construction period. Contractor shall apply and obtain necessary power and water connection from relevant authority and will pay its uses charges or arrange the same from the other sources.	Bidder request that the owner shall facilitate the arrangement of power and water for the successful execution of work. However the charges for the same shall be borne by the bidder.	Bidder to arrange on it own
10	General	141 of 166	28	Changes in Law	Kindly Add:-"Any increase in duties, taxes/levy of new duties/taxes under existing or future laws of State/Central Government including GST & any cost implication on account of change in Law shall be paid/reimbursed extra by the Employer/Buyer to the contractor/seller which includes for the supply & Services of both contractor & his vendor/sub-vendor directly to the Customer."	Tender Conditions shall prevail at this stage.
11	Volume I of II: Commercial / IFB	Page no 5/166	SECTION - I INVITATION FOR BIDS (IFB), Cl no 4.0	The Time of completion shall be 6 months from LOI/PO date (whichever is earlier) or Date of advice whichever is later for the total scope of work.	We request customer to accept the completion period of 9 months from LOI/PO Date.	Tender Conditions shall prevail at this stage.
12	GCC		Clause 80	Defect Liability Period	We request for defect liability period of 12 months from date of issue of completion certificate or 18 months from date of supply, whichever is earlier.	Tender Conditions shall prevail.
13	SCC Payment Terms		5.2.1	60% against successful Factory Acceptance Testing (FAT), receipt and acceptance at site, submission of invoice in triplicate, indemnity bond of the contract value and following documents:	Please release 80% after this milestone	Tender Conditions shall prevail.
14	SCC Payment Terms		5.2.2	20% value shall be paid pro-rata on completion of Erection at individual station and on submission Certification for completion of Erection, issued by Purchaser/ Engineer – In -Charge / representative at site.	10% value shall be paid pro-rata on completion of Erection at individual station and on submission Certification for completion of Erection, issued by Purchaser/ Engineer – In -Charge / representative at site. In case the site erection cannot be completed due to non availability of site, the payment shall be released within 30 days of receipt of material at site.	Site will be made available to the bidder



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Sr. No.	Tender Clause No. / Annexures	Page No	Clause No	Subject	Bidders Comments / Queries	VCS Reply
15	SCC Payment Terms		5.2.3	10% value shall be paid on successful Site Acceptance Testing, Trial run, overall commissioning with centralized SCADA System and on submission of Certification for completion of successful SAT, Trial, overall commissioning with Successful Interfacing with Centralised SCADA system issued by Engineer – in -Charge / representative at site.	5% value shall be paid on successful Site Acceptance Testing, Trial run, overall commissioning with centralized SCADA System and on submission of Certification for completion of successful SAT, Trial, overall commissioning with Successful Interfacing with Centralised SCADA system issued by Engineer – in -Charge / representative at site. In case the site commissioning cannot be completed due to non availability of site, the payment shall be released within 60 days of receipt of material at site.	Site will be made available to the bidder
16	SCC Payment Terms		5.2.4	10% of supply value on completion of all works including final acceptance, Handing over and submission of Certification for completion of all works including final acceptance, All documents as specified in tender document; Submission of "As built drawing/ documents" and handing over issued by Purchaser/Consultant/ / Engineer – In -Charge (EIC) / representative at site	5% of supply value on completion of all works including final acceptance, Handing over and submission of Certification for completion of all works including final acceptance, All documents as specified in tender document; Submission of "As built drawing/ documents" and handing over issued by Purchaser/Consultant/ / Engineer – In -Charge (EIC) / representative at site. In case the final acceptance cannot be completed due to non availability of site, the payment shall be released within 90 days of receipt of material at site.	Site will be made available to the bidder
17	PMC DOC No.: 1009-00-IN-TEN-5005	132/166	5.2.1	PAYMENT TERMS' 60% against successful Factory Acceptance Testing (FAT), receipt and acceptance at site, submission of invoice in triplicate, indemnity bond of the contract value and following documents: a.) LR or GR (original) b.) Packing List. c.) Inspection release note by Purchaser/Consultant. d.) Dispatch instructions/clearance by purchaser/consultant. e.) Proof of customs clearance including payment of customs duty for imports permitted in the Contract. f.) Receipt and acceptance of all material designated store at site on submission of Goods Receipt Voucher (GRV) & Certificate for receipt of all Goods as per PO issued by Purchaser/Consultant/ Engineer – in - Charge (EIC) at site. (The material shall be checked as per the packing list of the vendor without opening of the boxes for physical verification (must be verified jointly by Purchaser/Consultant during FAT and recorded). Physical verification will be done during erection of the material along with the representatives of Purchaser/Consultant/ Engineer – in -Charge (EIC)). g.) Client Site Visit	We request for the payment to be processed against shipment of material. Request for deletion of sub clause f).	Payment may be processed but will not be released till sub clause f is fulfilled.
18	PMC DOC No.: 1009-00-IN-TEN-5005	132/166	5.2.2	20% value shall be paid pro-rata on completion of Erection at individual station and on submission Certification for completion of Erection, issued by Purchaser/ Engineer – In -Charge / representative at site.	Request for this payment to be processed on receipt and acceptance of all material designated store at site on submission of Goods Receipt Voucher (GRV) & Certificate for receipt of all Goods as per PO issued by Purchaser/Consultant/ Engineer – in - Charge (EIC) at site.	Tender Conditions shall prevail.
19	PMC DOC No.: 1009-00-IN-TEN-5005	132/166	5.2.3	10% value shall be paid on successful Site Acceptance Testing, Trial run, overall commissioning with centralized SCADA System and on submission of Certification for completion of successful SAT, Trial, overall commissioning with Successful Interfacing with Centralised SCADA system issued by Engineer – in -Charge / representative at site.	Request this milestone to be amended as follows: 10% value shall be paid pro-rata on completion of Erection at individual station and on submission Certification for completion of Erection, issued by Purchaser/ Engineer – In -Charge / representative at site. However, in case Erection is delayed for reasons not attributable to Vendor, this payment shall be released within 4 months from the date of material receipt.	Bidder to refer sl no 14.
20	PMC DOC No.: 1009-00-IN-TEN-5005	133/166	5.2.4	10% of supply value on completion of all works including final acceptance, Handing over and submission of Certification for completion of all works including final acceptance, All documents as specified in tender document; Submission of "As built drawing/ documents" and handing over issued by Purchaser/Consultant/ / Engineer – In -Charge (EIC) / representative at site.	Request this milestone to be amended as follows: 10% value shall be paid on successful Site Acceptance Testing, Trial run, overall commissioning with centralized SCADA System and on submission of Certification for completion of successful SAT, Trial, overall commissioning with Successful Interfacing with Centralised SCADA system issued by Engineer – in -Charge / representative at site. Also, submission of "As built drawing/ documents" and handing over issued by Purchaser/Consultant/ / Engineer – In -Charge (EIC) / representative at site. However, in case Erection is delayed for reasons not attributable to Vendor, this payment shall be released within 6 months from the date of material receipt.	Bidder to refer sl no 14.



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21	PMC DOC No.: 1009-00-IN-TEN-5005	10/200	5	<p>WARRANTY The Vendor will warrant the equipment to be free of defects in material and workmanship and that it is adequately engineered to fulfill the design and operating conditions specified herein. The Vendor shall replace and install without cost to Company any materials, supplies or equipment that fails under design conditions due to defects in design, material, or workmanship. If a defect is observed and/or such failure occurs within one (1) year from the date such equipment is put into operation, the Vendor shall replace and install without cost to Company any materials, supplies or equipment involved. Vendor shall provide another twelve (12) months warranty period for any repair or replacement in whole or in part made during the warranty period beginning on the</p>	<p>Please note that warranty is 12 months from the date of supply. If the defect is observed within one year from the date of supply of material, Vendor shall replace and install without cost to company. Further, Vendor shall provide another 6 (six) months warranty period for any repair or replacement within warranty. However, overall warranty of any system component shall not exceed 24 months from date of original supply.</p>	Tender Conditions shall prevail.
22	TENDER DOC PNP19116	11/200	6	<p>COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC): SCADA, RTU and CCTV vendor shall quote as required for CAMC service for 4 years for complete services and spares for the offered system. CAMC service is applicable after successful completion of warranty phase. The prices offered shall be on comprehensive basis for all the SCADA, RTU and CCTV equipment/ software version support for the duration as specified in job specs. As part of CAMC Service, quarterly visits (4 visits per year) and as many as required breakdown visits for maintenance shall be made by SCADA and RTU vendor for preventive maintenance as a minimum. If the bidder fails to provide the required services for any day, the bidder shall compensate the owner @ Rs 3000/- per hour for the default period. For calculation, default period will be recorded jointly by the bidder and owner on daily basis. However, compensation will be on monthly cumulative basis rounded to nearest hour. In any case, the maximum penalty imposed in a month for non-performance of the equipment would be limited to 50% of the amount of O&M charges to be paid to the bidder per month.</p>	<p>We request the following changes to the clause: COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC): SCADA, RTU and CCTV vendor shall quote as required for CAMC service for 4 years for complete services and spares for the offered system. CAMC service is applicable after successful completion of warranty phase. The prices offered shall be on comprehensive basis for all the SCADA, RTU and CCTV equipment/ software version support for the duration as specified in job specs. As part of CAMC Service, quarterly visits (4 visits per year) and as many as required breakdown visits for maintenance shall be made by SCADA and RTU vendor for preventive maintenance as a minimum. If the bidder fails to provide the required services for any day, the bidder shall compensate the owner @ Rs 3000/- per hour for the default period. For calculation, default period will be recorded jointly by the bidder and owner on daily basis. However, compensation will be on monthly cumulative basis rounded to nearest hour. In any case, the maximum penalty imposed in a month for non-performance of the equipment would be limited to 50% of the amount of O&M charges to be paid to the bidder per month. If the bidder fails to provide the required services for any day, the bidder shall compensate the owner @ Rs 3000/- per hour for the default period. For calculation, default period will be recorded jointly by the bidder and owner on daily basis. However, compensation will be on monthly cumulative basis rounded to nearest hour. In any case, the maximum penalty imposed in a month for non-performance of the equipment would be limited to 50% of the amount of O&M charges to be paid to the bidder per month.</p>	Tender Conditions shall prevail.
23	Commercial Volume I of II	10 of 166	10.2	BID Security	Our self being a PSU, we are exempted from paying EMD while quoting for any tenders for Government organizations. We request you to exempt us from paying the amount of EMD amount.	Tender Conditions shall prevail.
24	Commercial Volume I of II	6 of 166	7.6	Bid Submission date and time	This is with reference to the subject tender and in view of the present scenario due to extended lockdown till 3rd May as declared by the government of India, we would request you to extend the tender submission due date till 12th May,2020.	Already extended till 30th May



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Sr. No.	Tender Clause No. / Annexures	Page No	Clause No	Subject	Bidders Comments / Queries	VCS Reply
25			Clause 21- Terms of Payment / page 49 of 166 SECTION-IV/Special Conditions of Contract/5.2.1	<p>7.1 60% against successful Factory Acceptance Testing (FAT), receipt and acceptance at site, submission of invoice in triplicate, indemnity bond of the contract value and following documents: a. LR or GR (original) b. Packing List. c. Inspection release note by Purchaser/Consultant. d. Dispatch instructions/clearance by purchaser/consultant. e. Proof of customs clearance including payment of customs duty for imports permitted in the Contract. f. Receipt and acceptance of all material designated store at site on submission of Goods Receipt Voucher (GRV) & Certificate for receipt of all Goods as per PO issued by Purchaser/Consultant/ Engineer – in - Charge (EIC) at site. (The material shall be checked as per the packing list of the vendor without opening of the boxes for physical verification (must be verified jointly by Purchaser/Consultant during FAT and recorded). Physical verification will be done during erection of the material along with the representatives of Purchaser/Consultant/ Engineer – in - Charge (EIC)). g. Client Site Visit</p> <p>7.2 20% value shall be paid pro-rata on completion of Erection at individual station and on submission Certification for completion of Erection, issued by Purchaser/ Engineer – In -Charge / representative at site.</p> <p>7.3 10% value shall be paid on successful Site Acceptance Testing, Trial run, overall commissioning and on submission of Certification for completion of successful SAT, Trial, overall commissioning issued by Engineer – in -Charge / representative at site.</p> <p>7.4 10% of supply value on completion of all works including final acceptance, Handing over and submission of Certification for completion of all works including final acceptance, All documents as specified in tender document; Submission of "As built drawing/ documents" and handing over issued by Purchaser/Consultant/ / Engineer – In -Charge (EIC) / representative at site.</p>	<p>80% against receipt and acceptance at site, submission of invoice in triplicate, indemnity bond of the contract value and following documents: a. LR or GR (original) b. Packing List. c. Inspection release note by Purchaser/Consultant. d. Dispatch instructions/clearance by purchaser/consultant. e. Proof of customs clearance including payment of customs duty for imports permitted in the Contract. f. Receipt and acceptance of all material designated store at site on submission of Goods Receipt Voucher (GRV) & Certificate for receipt of all Goods as per PO issued by Purchaser/Consultant/ Engineer – in - Charge (EIC) at site. (The material shall be checked as per the packing list of the vendor without opening of the boxes for physical verification (must be verified jointly by Purchaser/Consultant during FAT and recorded). Physical verification will be done during erection of the material along with the representatives of Purchaser/Consultant/ Engineer – in -Charge (EIC)). g. Client Site Visit</p> <p>10% value shall be paid pro-rata on completion of Erection at individual station and on submission Certification for completion of Erection, issued by Purchaser/ Engineer – In -Charge / representative at site. If erection is delayed for 90 days from the date of receipt of material at site for the reasons not attributable to Honeywell, then payment shall be made against submission of BG of equivalent amount.</p> <p>5% value shall be paid on successful Site Acceptance Testing, Trial run, overall commissioning and on submission of Certification for completion of successful SAT, Trial, overall commissioning issued by Engineer – in -Charge / representative at site. If SAT is delayed for 120 days from the date of receipt of material at site for the reasons not attributable to Honeywell, then payment shall be made against submission of BG of equivalent amount.</p> <p>5% of supply value on completion of all works including final acceptance, Handing over and submission of Certification for completion of all works including final acceptance, All documents as specified in tender document; Submission of "As built drawing/ documents" and handing over issued by Purchaser/Consultant/ / Engineer – In -Charge (EIC) / representative at site. If Final acceptance is delayed for 120 days from the date of receipt of material at site for the reasons not attributable to Honeywell, then payment shall be made against submission of BG of equivalent amount.</p>	<p>Tender Conditions shall prevail.</p> <p>Alos, refer corrigendum #3</p>
26			Clause 9 - Modification in Contract /page 41 of 166	<p>9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.</p> <p>9.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.</p>	<p>We are okay with the present clause except that modification shall be mutual based i.e. signed and agreed by both parties. This is suggested since modification in technical and/or commercial aspects including terms of delivery is done unilaterally i.e. by Purchaser. Though provision of amendment to contract implies that the same be approved and signed by both the parties and any variation in order quantity shall be affected as change order.</p>	<p>Tender Conditions shall prevail. However quantity variation shall be done on mutual agreement of both parties.</p>



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27			Clause 10 - Use of Contract Documents & Information/page 42 of 166	<p>10.1 The Seller shall not, without the PURCHASER's/ CONSULTANT's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.</p> <p>10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.</p>	We propose a cap on confidentiality period and mutual confidentiality obligations. Any document that is confidential information shall be shared by writing 'confidential' before sharing by HAIL.	Tender Conditions shall prevail.	
28			Clause 11 - Patent rights, liability & Compliance of Regulations / page 42 of 166	<p>11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have.</p>	For Clause 11.1- Seller will indemnify for damages due to patent infringement however costs and expenses for the proceedings will be on the account of Purchaser. We will not indemnify the Consultant.	Tender Conditions shall prevail.	
					<p>Following is proposed in place of the existing Clause:</p> <p>"Seller 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 Seller prompt notice when Buyer becomes aware of a third-party claim, (b) gives complete authority and assistance (at Seller expense) for disposition of the claim, and (c) makes no prejudicial admission with respect to the claim.</p> <p>(ii) Seller 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 Seller(d) any modification of a Deliverable by other than Seller,(e) any compromise or settlement made without written Seller consent; or(f) costs or attorney fees incurred by Buyer.</p> <p>(iii) If infringement claim is made or is likely, Seller 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.</p> <p>(iv) Failure of Buyer to accept any of the above remedies in lieu of the infringing Deliverable will relieve Seller of any liability for infringement. Failure to ship infringing Deliverables will not breach the Agreement.</p> <p>(v) This section states Seller'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>		
				<p>11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.</p>	2. Clause 11.3- Suggested that indemnification is mutual and negligence based.		Tender Conditions shall prevail.
					<p>3. We hereby proposing following clause to protect our Intellectual Property rights in the work delivered.</p> <p>"No right, title or interest in the Seller Intellectual Property will be transferred to Buyer under this Agreement, including Intellectual Property which existed prior to or is created independent 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 the Seller in connection with the Agreement are the sole property of the Seller and Buyer has no right or license to the Intellectual Property or Inventions except as granted in the Agreement. 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."</p>		
29			Clause 25 Delays In The Seller's Performance/page 50 of 166		Delete in its entirety. Article 26 & 14.4 should provide adequate protection against Sellers delay.	Tender Conditions shall prevail.	



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Sr. No.	Tender Clause No. / Annexures	Page No	Clause No	Subject	Bidders Comments / Queries	VCS Reply
30			Clause 26 on Liquidated Damages /page 50 of 166	In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price.	Liquidated Damages to be calculated on the value of un-delivered goods rather than total contract price.	Tender Conditions shall prevail.
31			Clause 28.3- Termination for Convenience / page 52 of 166	28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective. 28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt: a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.	Termination on convenience is unidirectional. We hereby proposig 30 days of notice period prior to termination.	Tender conditions shall prevail . However, PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER. Refer cl. 28.1.1 C
32			Clause 29 -Force Majeure /page 52 of 166	29.1 Shall mean and be limited to the following: a) War/hostilities b) Riot or Civil commotion c) Earthquake, flood, tempest, lightening or other natural physical disaster. d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the SELLER. The SELLER shall advise PURCHASER/ CONSULTANT by a registered letter duly certified by the local Chamber of Commerce.....	1. Payment to be made by Purchaser under the contract to be made as an exception to the Force Majeure events/Clause.	Tender conditions shall prevail.
					2. New Sub Clause (e) under Clause 29.1 is proposed: "Any other circumstances beyond the reasonable control of the parties."	In the event of circumstances beyond resonable shall be dealt as per notification by govt as required during period of contract
					3. Also, new Clause proposed for Buyer's delay - "If Buyer causes delay, Bidder is entitled to adjust price, schedule and other affected terms."	Tender condon shall prevail
33			Clause 30 - Resolution of Dispute /apge 53 of 166	30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. 30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder. 30.3 Legal Construction The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Dibrugarh, Assam. 30.4 All disputes arising under this Guarantee shall be referred to a tribunal comprising three (3) arbitrators under the (Indian) Arbitration and Conciliation Act, 1996. Each Party to the arbitration shall appoint one (1) arbitrator and the two (2) arbitrators thus appointed shall choose the third arbitrator who will act as a presiding arbitrator of the tribunal (together forming the "Arbitral Tribunal"). The decision(s) of the Arbitral Tribunal, shall be final and binding on the Parties. The venue of arbitration shall be Dibrugarh, Assam. This Clause shall survive the termination or expiry of this Guarantee. The governing law of the arbitration shall be the substantive laws of India.	The right to choose the arbitrator shall be done mutually. Suggesting name of 3 persons by AGCL and Seller to choose one as Sole arbitrator still does not evade biasedness. Therefore, it is suggested the AGCL and Seller choose arbitrators by mutual consent.	Tender conditions shall prevail
					Article 30.5 We propose to follow the Arbitration rules under the Arbitration and Conciliation Act 1996. Thus this article is not acceptable to us.	Tender conditions shall prevail



REPLY TO BIDDER'S PRE-BID QUERIES

PIPELINE SCADA SYSTEM

Tender No : AGCL/BD/PMC-GHT/PL SCADA/2019/20 DATED 17/08/2020



Sr. No.	Tender Clause No. / Annexures	Page No	Clause No	Subject	Bidders Comments / Queries	VCS Reply
34			Buyer Delay Clause- new clause suggested	New Clause Proposed	If Buyer causes delay, Honeywell is entitled to adjust price, schedule and other affected terms.	Tender conditions shall prevail
35			Cyber Disclaimer- new clause suggested	New Clause Proposed	CYBER SECURITY: Cyber security services will be provided in professional and workmanlike manner. Honeywell makes no guaranty that the cyber security products ("CS Products"), inclusive of equipment, software and services will prevent or mitigate the impact of any cyber-attack. Honeywell's sole liability, for failure of the CS Products is replacement of the defective product and/or re-performance of the defective service, provided Buyer notifies Honeywell of the defects during the warranty period. Third Party CS Product, if any, are provided to customer subject to such Third Parties' standard terms and conditions (including software license terms) and Honeywell has no liability with respect to the performance or non-performance of the same.	Tender conditions shall prevail
36			Personal Data Protection- new clause suggested	New Clause Proposed	PERSONAL DATA PROTECTION: 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 ("Staff"). 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 shall prevail
37			33 TAXES & DUTIES / Page 58 of 91 Statutory Variation in TAX	A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However applicable GST on finished products shall be reimbursed by PURCHASER.	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 in case the reasons of delay is not attributable to Supplier".	Refer Clause 100 of GCC of Commercial Volume I of II
38			Delay- new clause suggested	New Clause Proposed	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 shall prevail
39			Delay in start- new clause suggested	New Clause Proposed	Though the prices are firm however, the seller reserves its right to claim price variation in case the project doesn't start within 30 Days 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 shall prevail
40			material movement- new clause suggested	New Clause Proposed	Honeywell reserves its rights to change nature of transation/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 shall prevail
41			Works Contract- new clause suggested	New Clause Proposed	"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 shall prevail. Bidder to quote as per SOR and tender documents.
42					Exemption from payment of EMD is given only for Micro / Small Companies / Industries under MSME act 2006 or registered as N.S.I.C in relevant area. Are PSUs not exempted from EMD?	Tender conditions shall prevail

NOTE:

Bidder to submit signed & stamped copy of this Reply to Pre-Bid Queries along with Un-Price Bid.