



INDRADHANUSH GAS GRID LIMITED

(Joint Venture of IOCL, ONGC, GAIL, OIL and NRL)

GUWAHATI, ASSAM

REPLY TO PRE BID QUERIES

FOR

SCADA & APPS SYSTEM FOR PIPELINE SECTIONS (1-2-3-4-5-6-7-8-9-10-11-12-13-14) UNDER NORTH EAST GAS GRID PIPELINE PROJECT PH-I, II & III OF M/s IGGL

OPEN DOMESTIC COMPETITIVE BIDDING

Tender no.: 05/51/23VC/IGGL/094-R

Visit: www.tenderwizard.com/MECON
(Tenderwizard helpdesk: 011-49424365)



PREPARED AND ISSUED BY

MECON LIMITED

(A Govt. of India Undertaking)

Delhi, India



REPLY TO BIDDERS QUERIES
SCADA & APPS SYSTEM FOR PIPELINE SECTIONS (1-2-3-4-5-6-7-8-9-10-11-12-13-14) UNDER NORTH EAST GAS GRID PIPELINE PROJECT PH-I, II & III OF M/s IGGL
Tender Doc. No.: 05/51/23VC/IGGL/094-R



DATED : 23.08.2022

MECON's Reply

S.N.	CL. No.	Section/ Page	Section Detail/Description	Clarification / Deviation	MECON's Reply
1	5 of 268	COMPLETION / CONTRACT PERIOD	Completion schedule 06 months from the date of written intimation from client/PMC	The Completion period for first packages all be 8 month as designing and delivering the such scale of the system may required more time.	Tender Conditions Prevail
2	27 of 266	SCADA Servers at MMS, BMS-1 & BMS-2	As per the Prebid Redundant SCADA Servers shall be provided at MMS location and single SCADA server shall be provided each at BMS-1 and BMS-2 locations. Rest Tender Conditions Prevail.	As per the spec there are four server requirement in Synchronisation with each other, we proposed VM -HA based redundancy at MMS and standby servers at BMS1 and BMS2.	Tender Conditions Prevail
3	37 of 266	History Server with Historian Storage & OPC server	Separate History server with Historian Storage shall be provided for MMS, BMS-1 and BMS-2, and separate OPC server with historian shall be provided	We propose the the historian and OPC will be part of the SCADA as host resident one considering the performance requirement of storage and retrivel process hecne we will not consider any additional server for the same However necessary software application will be provided , request confirm the acceptance of the same	Refer Cl. 8.4, 8.5, 8.6 of PJS of Vol II, If separate OPC server hardware is not required as per bidder's design , then the OPC server hardware shall not be provided by the bidder However, separate History server shall be provided as per tender. Rest Tender Conditions Prevail.
4	36 of 266	8.16 All the RTUs shall be connected to the MMS.	8.16 All the RTUs shall be connected to the MMS. The RTUs shall be connected to each BMS as per the following philosophy – <input checked="" type="checkbox"/> 50% of all RTUs shall be connected to BMS-1 <input checked="" type="checkbox"/> 50% of all RTUs shall be connected to BMS-2	As per the spec requiriemnt all the SCADA servers are to be suncronysed to each other we propose teh following RTU communciate with MMS server as priority and synchronize the data update with the other BMS servers and incase of non availability of the MMS and Rtu shall be swithover to and BMS1 and then to BMS2. Thi solution will have semaless integration of all teh data with the Pipeline	Refer Cl 8.16 of PJS of Vol II of tender for details. Rest tender conditions prevail.
5	60 of 266	GENERAL TECHNICAL REQUIREMENTS F)	TRANSPORATION AND STORAGE OF APPS SYSTE	The storage shall be limited to maximum of the 6 month after supply any site delay beyond 6 shall be claimable as pre defined rate	Refer Cl 8.82 of PJS of Vol II of tender for details. Rest tender conditions prevail.
6	168 of 266	12.43 CYBER SECURITY REQUIREMENTS FOR RT	Integrated Firewall	RTU communciation shall be secured using the DNP3 SAV communication hecne the Firewall deonsot has any roll and genraly RTU doesento do any roll of the firewall	Tender Conditions Prevail



REPLY TO BIDDERS QUERIES
SCADA & APPS SYSTEM FOR PIPELINE SECTIONS (1-2-3-4-5-6-7-8-9-10-11-12-13-14) UNDER NORTH EAST GAS GRID PIPELINE PROJECT PH-I, II & III OF M/s IGGL
Tender Doc. No.: 05/51/23VC/IGGL/094-R



DATED : 23.08.2022

MECON's Reply

S.N.	CL. No.	Section/ Page	Section Detail/Description	Clarification / Deviation	
7	182 of 266	2.1 Main Master station (MMS) & Backup Master Stations (BMS-1 and BMS-2)	Similarly, BMS-1 SCADA Server #1 (Primary) and SCADA Server #2 (Secondary) shall be configured in dual hot standby mode. BMS-2 SCADA Server #1 (Primary) and SCADA Server #2 (Secondary) shall be configured in dual hot standby mode	Kindly confirm BMS1 and BMS2 shall have redundant server or not	MMS shall have redundant SCADA servers, BMS-1 shall have single SCADA server and BMS-2 shall have single SCADA server. Refer Cl. 8.4, 8.5, 8.6 of PJS of Vol II of tender for details.
8	182 of 266	2.1 Main Master station (MMS) & Backup Master Stations (BMS-1 and BMS-2)	On re-induction of failed SCADA Server, the operator shall be informed by a suitable event message generated by the system that the Server is fully synchronized with the active SCADA Server. Based on the decision by supervisor or engineer, the restored machine shall continuously be hot standby or it shall be possible by system engineer under suitable security password control to change the status of restored machine as active primary machine also.	On restoration of the server the server will take control and will be main server if it is Primary server, in case if the restored server is hot standby and primary is active the server will be continued as hot standby, However on reinduction of the server from failed state the suitable message will be provided for the operator	Tender Conditions Prevail
9	182 of 266	2.1 Main Master station (MMS) & Backup Master Stations (BMS-1 and BMS-2)	Polling of RTUs in pipeline section	Polling philosophy shall be as below, kindly confirm the acceptance of the same The Primary server at MMS will have higher priority over polling of all the RTU and on failure of the Primary server or any disturbance on the communication with RTU, secondary server will poll all RTUs, on non-availability of the MMS, BMS1 server will poll the BMS2, MMC primary server will have higher priority over polling and BMS2 will have lower priority over polling of the RTU, in case any higher priority server is available /on reinduction the server will take control and start polling the RTU and other priority system become stand as per their priority order	Polling philosophy shall be as per tender. However, any modification in polling philosophy shall be finalized during detail engineering. Rest Tender Conditions Prevail.
10	201 of 266	20.0 COMMUNICATION CHANNELS	Network Communication	The all system shall have dedicated pre assigned IP address which details shall be share during the engineering stage, there no DHCP will be used, pls confirm	All the system shall have dedicated pre-assigned IP address as per the tender requirements. DHCP is not required. Rest Tender Conditions Prevail.
11	44 of 266	8.70.8	8.70.8 The AI/ ML system shall be integrated with SCADA and all critical alarms of AI/ ML system shall be communicated to SCADA. The list of such alarms shall be finalized during detail engineering.	Kindly confirm purpose of the collection of the SCADA system critical alarm and analysis any expected with the alarms	As per tender, All critical alarms of AI/ ML system shall be communicated to SCADA. Rest Tender Conditions Prevail.



REPLY TO BIDDERS QUERIES
SCADA & APPS SYSTEM FOR PIPELINE SECTIONS (1-2-3-4-5-6-7-8-9-10-11-12-13-14) UNDER NORTH EAST GAS GRID PIPELINE PROJECT PH-I, II & III OF M/s IGGL
Tender Doc. No.: 05/51/23VC/IGGL/094-R



DATED : 23.08.2022

MECON's Reply

S.N.	CL. No.	Section/ Page	Section Detail/Description	Clarification / Deviation	MECON's Reply
12	17 of 268	TECHNICAL: (Part A & Part B)	Bidder should have successfully Designed, Supplied, Installed and Commissioned at least one SCADA system having at least One Master Station with offered SCADA software and at least 25 Nos (Twenty-five Nos) of offered Remote Telemetry Unit (RTU) in hydrocarbon pipeline Network a single order during the last seven (7) year reckoned from the bid due date	Request support to acceptance of the below BEC to qualify for the bid "Bidder should have successfully Designed, Supplied, Installed or supervised and Commissioned at least one SCADA system having at least One Master Station with SCADA software and at least 25 Nos (Twenty-five Nos) of Remote Telemetry Unit (RTU) in hydrocarbon pipeline Network a single order during the last seven (7) year reckoned from the bid due date"	Tender Conditions Prevail
13	44 of 266		8.70.13 The AI/ ML system shall be able to detect impending issues, inefficient energy usage and improvement opportunities.	Require mode clarity on the funtionla requiriemnt and request to details out the expectation	Refer Cl. 8.70.17 of PJS of Vol II of tender, Bidder shall offer the system meeting the requirements defined in this clause and detect any impending issues and suggest any improvement opportunities as per the requirement defined in Cl. 8.70.17 of PJS of Vol
14	254 of 266	clause 8.14.4	<p>TRIAL RUN</p> <p>l) This test aims at keeping the complete integrated system operational for a period of 30 days (on 24 x 7 basis) without any system failures attributable to APPS system.</p> <p>m) In case of failure, the tests will be restarted till the system operates without failure of any system functionality for 30 days. Failure of tests shall be limited to such system failures, which will affect system availability & reliability and shall not be dependent upon established failure of third party supplied items (SCADA / UPS Power / Air conditioning, etc.). In case of APPS failure on account of third party supplied systems, the test run shall be halted and continued on restoration of failed system i.e. neither the test run shall restart from zero date nor the failure duration shall be counted in the test run.</p> <p>n) The observations, exceptions, and test results obtained during the test run shall be documented and submitted by the APPS Vendor.</p> <p>o) Failure of hardware / software modules: A log of all failed hardware and software modules shall be maintained which shall give date and time of failure, description of the failed hardware / software module. Upon failure of the hardware / software module, the same shall be rectified / replaced and the test shall be restarted.</p> <p>p) After successful completion of test run; PRE</p>	At clause 8.14.4 of APPS specification trial run was mentioned as 30 days however the same was mentioned as test run 15 days at clause 7.0 of APPS specification, please confirm what is the duration of test run? Also confirm whether both trial run and test run are same?	Duration of Trial Run for Complete SCADA and APPS system shall be 30 days as per the tender requirements. Rest Tender Conditions Prevail.



REPLY TO BIDDERS QUERIES
SCADA & APPS SYSTEM FOR PIPELINE SECTIONS (1-2-3-4-5-6-7-8-9-10-11-12-13-14) UNDER NORTH EAST GAS GRID PIPELINE PROJECT PH-I, II & III OF M/s IGGL
Tender Doc. No.: 05/51/23VC/IGGL/094-R



DATED : 23.08.2022

MECON's Reply

S.N.	CL. No.	Section/ Page	Section Detail/Description	Clarification / Deviation	MECON's Reply
15	252 Of 266	clause 8.11	Upon completion of the tests the system shall ship to site. At start-up of the pipeline a witnessed Site Acceptance Test shall be conducted, followed by a 30 day Availability Test. During the Site Acceptance Test a Leak Test may be conducted to identify the sensitivity of the LDS to an actual leak and the accuracy of leak location. Leak Detection may be tested in a flowing situation, shut-in condition and transient condition.	At clause 8.11 of APPS specification, it was mentioned that 30-day Availability Test is required. Please confirm after SAT only test run is required or both test run, and Availability Test are required? If required what are the durations required for each?	Kindly note that availability test, test run, Trail run all are the same with different nomenclatures. After SAT, trail run/ availability test/ test un shall be carried out as per tender. Rest Tender Conditions Prevail.
16	239 and other	Several clauses	APPS Trainer system (including Pipeline Simulator), along with APPS Training HMIs shall be provided at MMS and BMS locations. The APPS trainer shall mimic Dispatch Terminals (DT), Receiving Terminals (RT), Sectionalizing Valve stations (SV), Intermediate Pigging (IP) Stations along with Set point controllers.	At several clauses it was mentioned that the APPS trainer system (including pipeline simulator) is a requirement however we didn't find any detailed trainer system requirements in the APPS specification, please confirm whether APPS trainer system is a requirement or not?	APPS trainer system is required as per tender. Detailed Trainer requirement is provided as Corigendum-1. Rest Tender conditions Prevail.
17		181 of 268	26. Force Majeure	We propose that both the parties equally have a right to terminate the contract, should a force majeure event, as defined under this agreement, has continued for a period of 2 months.	Tender Conditions Prevail
18		182 Of 268	27. Price Reduction Schedule	Please note that the LDs mentioned here are accepted provided the same are limited to the total value of the undelivered portion of the work. Also, LD is the sole and exclusive remedy for any delays.	Tender Conditions Prevail
19		185 Of 268	32. Termination of Contract	We propose that the termination clause be made mutual, by incorporating the below: "The Contractor can terminate/ cancel the Contract with prior written notice of 30 days to the Employer for any of the following reasons:- a) Insolvency, receivership or bankruptcy proceedings are commenced by or against the Employer; b) Contractor's payment are withheld /suspended beyond reasonable time limit; c) Employer fails to fulfill its contractual obligations d) Any material breach or representations or warranties made was false or intentionally misleading when made. e) Employer assigns or transfers the Contract or any right or interest herein other than in accordance with the Contract. f) Persistently fails to timely comply its obligations including approval/ certifications of drawings, documents, measurements or other inputs. g) The occurrence of Force Majeure event continues for 3 months or above. h) Employer fails to take delivery of material due to whatever reasons for more than 3 months. i) Repetitive suspension of work due to reasons attributable to Employer.	Tender Conditions Prevail



REPLY TO BIDDERS QUERIES
SCADA & APPS SYSTEM FOR PIPELINE SECTIONS (1-2-3-4-5-6-7-8-9-10-11-12-13-14) UNDER NORTH EAST GAS GRID PIPELINE PROJECT PH-I, II & III OF M/s IGGL
Tender Doc. No.: 05/51/23VC/IGGL/094-R



DATED : 23.08.2022

MECON's Reply

S.N.	CL. No.	Section/ Page	Section Detail/Description	Clarification / Deviation		
				<p>j) A change in Law of any Government Authority, where performance of contractual obligations are not feasible or possible.</p> <p>k) Employer fails to provide encumbrances free land for Project work or access or approach is restricted.</p> <p>In any case of termination and/or project being scraped/ purged for whatever reasons, the Contractor shall receive from Employer the full payment towards all the work performed, including but not limited to, certified or not; all payments due towards confirmed commitments with respect to costs of materials, goods and services ordered by the Contractor with its Sub-contractor or Sub-suppliers for performance of this Contract, including the once delivered at site and/or are under transit</p> <p>The Contractor shall also be entitled for payment with reasonable profit by the Employer on the part of the terminated works; Payment of a sum representing 10% of the contract price as a termination fee.</p> <p>In addition, the Contractor shall have all other rights and remedies to which he is entitled under this Contract and/or at law."</p>		
20		208 of 268	80. Defects Liability Period	<p>Please note that while the original DLP of 12 months is acceptable, we cannot agree that for the part which is replaced or repaired would have a new DLP and hence, an indefinite DLP. The DLP for equipments or parts which are repaired or replaced will have DLP period of the remainder of the original DLP.</p> <p>Further, since the DLP would not be extended, this cannot be used as a means of extending the PBG period.</p>		Tender Conditions Prevail
21		228 of 268	107. Arbitration	<p>We propose that for all matters of dispute between the parties, either party shall have the right to take up the matter for arbitration, irrespective of whether the EIC in such matters has been authorized to make the final decision.</p> <p>With respect to the appointment of arbitrators, we propose that the parties mutually appoint a sole arbitrator, and not have to appoint an arbitrator from the panel suggested or chosen by IGGL. If the parties are unable to choose a sole arbitrator, the parties shall each appoint an arbitrator and the 2 selected arbitrators shall appoint the 3rd arbitrator from the panel of 3 arbitrators.</p> <p>Further, we propose that the place of arbitration should be either Delhi or Bangalore with the courts in either of these places having an exclusive jurisdiction to settle the dispute.</p>		Tender Conditions Prevail
22			Suspension of work	<p>If the Employer fails to comply with the provisions of this Contract, the Contractor may, after giving not less than 14 days' notice to the Employer, suspend work or reduce the rate of work. If the Employer subsequently cures the failure as specified in the notice, the Contractor shall resume normal working as soon as</p> <p>is reasonably practicable.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Employer and shall be entitled to an extension of time for any such delay, if completion is or will be delayed and payment of any such Cost, which shall be included in the Contract Price.</p> <p>If the suspension under this Sub-Clause continues for a continues period of 60 days then the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract. Upon such termination, Contractor shall be entitled to payment of amounts for the works already carried out and all other incidental costs reasonably incurred including costs of material already ordered or under production, cost of demobilizing and liabilities due to vendors and sub-contractors of the Contractor.</p>		Tender Conditions Prevail
23			Extension of Time for completion	<p>In the event of a delay not attributable to the Contractor, the Contractor shall be entitled to an extension of time and additional cost, to compensate for the delay. If this delay continues for a period of 7 working days, the Contractor shall be entitled to suspend the work and thereafter, to terminate the contract, without any liability on the Contractor.</p>		Tender Conditions Prevail



REPLY TO BIDDERS QUERIES
SCADA & APPS SYSTEM FOR PIPELINE SECTIONS (1-2-3-4-5-6-7-8-9-10-11-12-13-14) UNDER NORTH EAST GAS GRID PIPELINE PROJECT PH-I, II & III OF M/s IGGL
Tender Doc. No.: 05/51/23VC/IGGL/094-R



DATED : 23.08.2022

MECON's Reply

S.N.	CL. No.	Section/ Page	Section Detail/Description	Clarification / Deviation	
24			COVID-19 Disclaimer	Employer acknowledges that the works to be provided (including services to be performed and/or any goods supplied) or any part thereof may be produced in, sourced from, require personnel from or may otherwise be installed or performed in areas that may at any time be affected by the prevailing COVID-19 pandemic and that the situation may trigger stoppage, hindrance or delays in Contractor's (or its sub-contractor's) capacity to perform, produce, deliver, install or service the works, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Contractors (or its sub-contractors) as preventive or curative measures to avoid harmful contamination exposure of Contractor's (or its sub-contractor's) employees. The Employer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Contractor to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.	Tender Conditions Prevail
25			Export Compliance	The deliverables provided by the Contractor under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. The Employer acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under this Contract shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations. Unless applicable export license/s has been obtained from the relevant authority and the Supplier has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. The Employer, also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Contractor from fulfilling any order, or would in Contractor's judgment otherwise expose the Contractor to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, the Contractor shall be excused from all obligations under such order and/or this Contract.	Tender Conditions Prevail
26			Intellectual Property	Any drawings, designs, technical documents, know-how and confidential information whether patented or not submitted or furnished to the other Party prior or after the effective date of the Contract, shall remain the exclusive property of respective Party. The Contractor shall grant to the Employer the non-exclusive, nontransferable and terminable on default right to use the software or IPR supplied, on the relevant site only. The grant of this right doesn't transfer any property or license rights on the software, which remains in any case the property of the Contractor or its sub-contractor. SOFTWARE LICENSE: The Contractor hereby grants to the Employer a single, non-exclusive license to use any Software furnished to the Employer, terminable on default, hereunder for Employer's use at the specified site. This license shall not include any right to assign, sublicense, distribute or otherwise transfer such license. No title to or ownership of the Software or any unmodified parts thereof is transferred to Employer under this license. The Employer shall not copy any Software in whole or in part in any visual or machine readable form, except to the extent such copying is necessary in connection with the Employer's use of the Products, or for correcting, generating, or modifying the Software for the Employer's authorized use. Each copy of any Software, including the storage media containing Software, shall be marked with a confidential notice indicating that it contains confidential information of the Contractor. If, at any time, the Contractor provides updated Software to the Employer, such updated Software shall be subject to all the terms and conditions of this Software license and the underlying Contract. Upon termination of the license granted herein as to any Software or upon termination of any agreement relating to said Software, the Software and all copies and updates thereof shall be returned to the Contractor. For software not manufactured by the Contractor (as defined as software associated with externally sourced hardware) that is provided to the Employer as part of the Contractor product, the Employer shall adhere to the software license terms as outlined by the actual software manufacturer.	Tender Conditions Prevail



REPLY TO BIDDERS QUERIES
SCADA & APPS SYSTEM FOR PIPELINE SECTIONS (1-2-3-4-5-6-7-8-9-10-11-12-13-14) UNDER NORTH EAST GAS GRID PIPELINE PROJECT PH-I, II & III OF M/s IGGL
Tender Doc. No.: 05/51/23VC/IGGL/094-R



DATED : 23.08.2022

MECON's Reply

S.N.	CL. No.	Section/ Page	Section Detail/Description	Clarification / Deviation	
27			Indemnification	Notwithstanding anything stated to the contrary, the Contractor's liability to indemnify the Employer shall be directly related to or arising from injury or death to persons, or damage or loss to property to the extent directly caused by the negligence or willful misconduct of the Contractor, provided that the Employer: (a) gives the Contractor prompt written notice of such claim; and (b) cooperates with the Contractor, at the Contractor's expense, in the defense of such claim. The Contractor shall not be responsible for any settlement made by the Employer without the Contractor's prior written consent.	Tender Conditions Prevail
28			Payment Terms	For Supply – 10% advance along with PO, 80% against dispatch along with submission of Invoice and balance 10% against completion of SAT or submission of 10% PBG whichever is earlier. For Site Service portion : 100% against submission of invoice after completion of site Erection service in each site. For Training – 100% after completion of training and submission of invoice For Spares – 100% on dispatch & submission of Invoice. For Post Warrantee – 100% on quarterly basis on submission of Invoice	Tender Conditions Prevail