



M/s Andhra Pradesh Gas Distribution Corporation Ltd. (APGDC)

A Joint Venture Company between GAIL Gas Limited (a wholly owned subsidiary of GAIL (India) Ltd.), a Central Government Public Sector Enterprise (PSU) and APGIC, an Andhra Pradesh State Government Public Sector Enterprise

KAKINADA-SRIKAKULAM PIPELINE PROJECT (PHASE-I)

CORRIGENDUM #1 FOR

SCADA SYSTEM

INTERNATIONAL COMPETITIVE BIDDING

E-Tender ID 264892

Bid Document No.: 05/51/23QC/APGDC/094R



PREPARED AND ISSUED BY

MECON LIMITED

(A Govt. of India Undertaking)
Delhi, India



Andhra Pradesh Gas Distribution Corporation Ltd.

CORRIGENDUM #1
For
SCADA SYSTEM
For
KAKINADA-SRIKAKULAM PIPELINE PROJECT (PHASE-1)
Tender No. 05/51/23QC/APGDC/094R (E-Tender ID 264892)



MECON LIMITED

Date: 02.03.2019

Sl. No.	Description	Volume	Page No.	Clause / Para / Section	Amendment / Addition / Modification / Deletion
1	Revised Payment terms	I of II	285-289	Appendix-I to SCC	Modification Payment terms given in tender documents (Appendix-I to SCC) stands superseded with Revised Payment Terms enclosed herewith as Annexure-I.
2	Warranty	I of II and II of II MR	6	MR / SOR - Note 6	Modification Note 6 of MR stands modified to the following extent: "Bidder has to quote Extended Warranty per month (along with OEM). The Main warranty is for period of 24 months (two years) from the date of successful completion of trial run / acceptance of the system by the owner or 28 months from the actual delivery of material at site after FAT) as per the terms & condition of contract and as define in clause no. 24.0 of PJS)." TO BE READ AS: "Bidder has to quote Extended Warranty per month (along with OEM). The Main warranty is for period of 24 months (two years) from the date of successful completion of trial run / acceptance of the system by the owner or 28 months from the actual delivery of material at site after FAT) as per the terms & condition of contract and as define in clause no. 24.0 of PJS) whichever is earlier. However in case of delay for sites readiness; the Extended warranty as define may be used for warranty as per rate quoted by the bidder. "
3	Completion period	I of II	5	4.0 of IFB	Modification Completion period stands modified to the following extent: "Installation, Testing, SAT, trial run, support for integration of RTU with SCADA , Commissioning & handing over complete in all respect to APGDC - 09 months from the date of FAX of Acceptance (FOA) " To be read as: "Installation, Testing, SAT, trial run, support for integration of RTU with SCADA , Commissioning & handing over complete in all respect to APGDC - 09 months from the date of FAX of Acceptance (FOA) or 03 months from date of written intimation for site readiness by client /PMC." No change in Rest of the clause.
4	Implemenation of Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY)	I of II	284	52.0 of SCC (New clause)	Addition Following stands included as clause no. 52.0 in SCC: "Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of APGDC. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to APGDC in this respect and Contractor shall suitably consider the same in their bid. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years."



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5	CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT	I of II	44	37 of ITB	<p>Following stands included as clause no. 37.4 in ITB:</p> <p>"In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Guarantee, the successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc.</p> <p>For this purpose, the details of APGDC 's Bank Account is as under:</p> <p>A.</p> <ol style="list-style-type: none"> 1. Banker Bank of Maharashtra 2. Bank Account No. 60249799705 3. Bank Address: Kachiguda, Hyderabad-500027 4. IFSC CODE MAHB0000383 <p>B.</p> <ol style="list-style-type: none"> 1. Banker Andhra Bank 2. Bank Account No. 005711100006357 3. Bank Address: Technocrafts Industrial Estate Buildings, Balanagar, Hyderabad - 500 0037 4. IFSC CODE ANDB0000057 <p>While remitting, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately and necessarily within 30 days from the date of Fax of Acceptance."</p>
6	COMPLETION CERTIFICATE	I of II	284	53.0 of SCC (New clause)	<p>Following stands included as clause no. 53.0 of SCC:</p> <p>"COMPLETION CERTIFICATE: Engineer-in-charges against the contract shall be RCM of PMC, however, the completion certificate shall be issued by APGDC. The provisions of GCC are modified to this extent."</p>
7	Reply to Pre Bid Queries	Clarification			The reply to pre bid queries is attached herewith as Annexure-II to this Corrigendum .
All other terms and condition shall remain unchanged.					

Annexure-I

PAYMENT TERMS & MODE OF PAYMENT [APPENDIX – I TO SPECIAL CONDITION OF CONTRACT]

PAYMENT TERMS & MODE OF PAYMENT

The Payment shall be made in the following manner subject to completion of all contractual requirements as per tender document for both Indian and Foreign Bidder.

1.0 SUPPLY PORTION

1.1 75% against successful Factory Acceptance Testing (FAT), 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)).

1.2 5% of supply value shall be paid pro-rata on completion of Erection at individual station, on submission Certification for completion of Erection, issued by Purchaser/ Engineer – In -Charge / representative at site.

1.3 10 % of supply value shall be paid pro-rata on completion Site acceptance test of individual station, on submission of Certification for completion Site acceptance testing of individual station and interfacing with SCADA system issued by Purchaser/ Engineer – in -Charge / representative at site.

1.4 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 and handing over issued by Purchaser/Consultant// Engineer – in -Charge (EIC) / representative at site.

In case Erection could not be taken up or all sites are not made available by client within 04 months from the date of delivery of all SCADA materials at site due to any reasons (including sites are not made available) directly attributable to the owner; the balance 25 % of supply value as per 1.2, 1.3, 1.4 shall be released after deduction against PRS clause if any and on submission of Bank Guarantee of equivalent amount which shall initially remain valid for a period of 1 year (12 months) after completion of 4 months i.e., 16 months from the date of supply of material on FOT site basis and shall be extended further, if required; as per requirement of project.

2.0 FOR ERECTION PORTION

2.1 65% of Site erection value pro-rata as per Schedule of rates on Erection, Testing of individual station on submission of Certification for completion of Erection & Testing of individual station issued by Purchaser / Engineer – in -Charge / representative at site.

2.2 25% of Site erection value on successful Site Acceptance Testing, Trial run, overall commissioning with SCADA System submission of Certification for completion of successful SAT , Trial, overall commissioning with Successful Interfacing with SCADA system issued by Engineer – in -Charge / representative at site.

2.3 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 Vendor Data Requirement (VDR); Submission of “As built drawing/ documents” and handing over issued by Purchaser/Consultant/ / Engineer – In -Charge (EIC) / representative at site.

Payment shall be made through electronic clearing wherever applicable. Successful bidder shall furnish complete bank details for this purpose.

3.0 TRAINING

100% payment for training on completion as certified by Engineer-In-charge / representative or Client.

4.0 O&M 2 YEARS SPARES

- i) 90% of Invoice value with taxes and duties will be paid progressively after adjustment against PRS and against submission of invoice in triplicate along with:
 - i) Inspection release note by Purchaser/Purchaser's agency.
 - ii) LR/GR
 - iii) Documents as specified in Vendor Data Requirement related to spares only.
 - iv) Packing List
 - v) Proof of customs clearance including payment of customs duty for imports permitted in the Contract.
 - vi) Despatch instructions/clearance by purchaser.

The invoice shall be made in the name of Officer-in-Charge, as mentioned in the purchase order.

- ii) Balance 10% amount of total Invoice value shall be paid within 30 days after receipt and acceptance of complete materials at storage yard.

5.0 POST WARRANTY PERIOD

100% payment pro-rata on quarterly basis as certified by Engineer-in-charge / Representative or Client against invoices raised.

6.0 MODE OF PAYMENT

6.1. Indian bidders:

All payments through E-payment as per clause - 19 of ITB

6.2. Foreign bidders:

Payment of supply portion shall be through irrevocable LC which shall be established within 30 days after receipt of unconditional acceptance of Fax of Acceptance / Order together with submission of contract performance bank guarantee as per bid document. The letter of Credit (LC) will not be confirmed, however, if bidder asks for confirmation, confirmation charges shall be borne by the bidder.

Payment for site work shall be through E- payment as per clause – 19 of ITB, if quoted in Indian Rupees. If quoted in foreign currency, payment will be remitted through bidder's banker.

6.3. **DEDUCTION AT SOURCE**

Owner will release the payment after off-setting all dues to the owner payable by the contract under the contract. Deduction will be effected at source as per the law in force.

6.3 **PAYING AUTHORITY**

In-charge (F&A)
APGDC,
D No. 70-14-5/1, Siddarth Nagar,
Near RTO office, Kakinada- 533 001,
E.G Dist., Andhra Pradesh

6.4. Seller shall raise invoice (as per GST Act/ Law) in the name of:
Office In-Charge
APGDC,
D No. 70-14-5/1, Siddarth Nagar,
Near RTO office, Kakinada- 533 001,
E.G Dist., Andhra Pradesh.



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S.N.	Section	Document no	Cluase No	Subject	Vendor's Query	APGDC/ MECON's Reply
1	Vol II of II	85/188	23 - Web Server		Please clarify whether license for 10 concurrent user is required or 20 concurrent user. Please note that each user is licensed.	License for 10 concurrent user is required; however It shall be expandable for 20 nos of users in future without any change in hardware and software by procuring additional licenses in future.
2	Vol II of II	70/188	7 - Router		Please clarify where G.703 link in router is to be terminated. The requested SCADA and RTU are IP based and we do not envisage any G.703 links. Also, it may be noted that products where G.703 interfaces were available are End of Life from OEM. Noreplacement model is available.	Total no of ports shall be provided as per the design offered.
3	Vol II of II	74/188	9.0 - CCU		Since RTU are on Multidrop TCP/IP links, CCU are not required. Please confirm.	Accepted subjected to meeting the Communication requirements as define in the tender.
4	Vol II of II	132/188	4.1 - RTU	Para 6	Simultaneous polling from FEP - This clause is not clear. Please clarify requirement.	Not applicable; Present SCADA architectural philosophy, MMS/BMS shall poll all the RTUs. FEP is not applicable.
5	Vol II of II	133/188	4.4 B		Serial cards have 2 ports per card. This is system standard.	Tender condition prevails. Dedicated Serial ports have to be provided as per I/o list with spares.
6	Vol II of II	135/188		9 Communication	Requirement of SCADA FEP servers in this clause is not clear.	Not applicable; Present SCADA architectural philosophy, MMS/BMS shall poll all the RTUs. FEP is not applicable.
7	Vol II of II	177/188		Configuration	The configuration diagram shows only 1 set of SCADA server and a web server. However, History server, web Server, OPC server, GPS / Email server have been requested in specifications. Please let us know the exact requirement.	Refer Annexure - I of PJS for details.



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8	Vol II of II	22/188	6.31	Cables	Please quantify cable lengths. Please specify the type of cables to be provided (size, core)	Part of detaile dengineering; the distance between electrical room & RTU : appx 30 mtr; distance between Inst panel / TIC panel to RTU : appx 20 mtr; serial RS 485 from various equipment to RTU : appx 25 mtr for estimation purpose only.
9	Vol I of II	Page 286/291	Annex 1 to SCC	Payment terms	We request you to please cap the payment of 1.2, 1.3, 1.4 from the supply of items, in case there is a delay in performing these activities due to non readiness of sites.	Refer corrdm #1
10					SCADA shall be web enabled : We understand it as SCADA shall be available on web server for only for monitoring	Correct, Refer Annexure I of PJS for details
11					Who is APPS vendor?	Will be intimated to successful bidder; APPS will be based on Real-Time Transient Hydraulic / Statistic Modelling Technology.
12					Dual redundant link or standalone link between RTU and SCADA	Dual
13					HMI quantity requirement	Refer Annexure I of PJS for details
14					Where HMI will be placed in MMS. Any console desk to be supplied?	Yes, Refer Annexure I of PJS for details
15					In whose scope of supply of GPS time server? IF vendor has to supply, it is not included in the SOR excel sheet.	It is in bidder's scope as part of SCADA system supply; refer Annexure -1 of PJS.
16					Control Jurisdiction philosophy: How many work stations are required in MMS? Only Server or any control client required in MMS.	refer Annexure -1 of PJS.



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17					Scope of Laying of cable for RS 232 and RS 485 Communication? (p 23 of 188)	It is bidder's scope including supply with accessories.
18					Whose scope does the laying of power cable from PDB to SCADA system lie? Supply is from vendor.	It is bidder's scope including supply with accessories.
19					Laying of instrumentation cables from TIC to RTU Panel is in vendor's scope. Is it a free issue item?	It is bidder's scope including supply with accessories.
20					Distance of earthing strips to RTU/SCADA systems?	Appx 40-50 meters; from pit to RTU / Server at each location.
21					Scope of preparation of control room layout drawing. If yes, control room dimension drawing needs to be provided.	It will be part of "As built" drawing and control room layout will be provided to successful bidder during detailed engineering.
22					Will there be any APPS Clients in other locations? If so, should the same 2 MBPS link be considered for communication between SCADA and other RTU / RWS locations?	APPS will be installed at MMS location in future. For communication link as required will be provided by telecom vendor.
23					As per public procurement policy Government Department/PSU's are exempted from furnishing Bid Security/EMD by submitting PSU-category declaration, Kindly confirm the exemption clause from furnishing of EMD/Bid Security exemption categories.	Refer clause no. 15.11. of ITB, Vol.-I.
24	Vol.-I of II/SCC	263 of 291	7	Subsequent Legislation	Kindly modify-"The right of statutory variation should be available till the date of Actual Completion (unless the delay between contractual completion and actual completion is for reasons solely attributable to contractor's default."	Tender conditions prevail.



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S.N.	Section	Document no	Clause No	Subject	Vendor's Query	APGDC/ MECON's Reply
25	Vol.-I of II/ITB	5 of 291	4.0/Note	Warranty	Kindly accept warranty as 12 months from commissioning or 18 months from major supply, whichever is earlier.	Tender conditions prevail.
26	Vol.-I of II	125 of 291	Form F-9	Format of Bank Guarantee	Kindly add: -Notwithstanding anything contained hereinabove: (i) The BANK's liability under this bank guarantee shall not exceed (ii) This guarantee shall be valid upto periodand (iii) The BANK shall be liable to pay any amount under this guarantee or part thereof only if the BANK receive a written claim or demand under this guarantee on or before....from contractor at our counters i.e..... failing which all your rights under the said guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities thereafter.	Tender conditions prevail.
27	Vol.-I of II/ITB	172 of 291	Form F-37/iii & iv.	Performa of Indemnity Bond	Kindly add:-" unless proved otherwise by the Contractor, in which case, the Employer shall withdraw such allegations and pay compensation for any loss suffered by the Contractor due to the allegations raised by APGDC", after without necessity on the part of APGDC to produce any documentary proof or other evidence whatsoever in support of this.	Tender conditions prevail.
					Also kindly replace: -"and no dispute shall be raised concerning the same with the Contractor should be entitled to raise dispute as per the dispute resolution mechanism".	
28	Vol.-I of II/GCC	205 of 291	1.1.4 & 1.1.11	Definition of terms	Kindly add:-: such extra or additional work being detailed in the technical specifications" after extra, additional, altered or substituted works as required for purpose of the CONTRACT.	Tender conditions prevail.
					Kindly modify:-" unforeseen conditions or in the best interests of the work or works" as contractor's obligations should be limited to the agreed technical specifications/contract.	



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MECON LIMITED

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29	Vol.-I of II/GCC	216 of 291	23	Contractor to obtain his own information	Kindly add:- "If the change is for reasons not attributable to the default of the contractor, the contractor shall be entitled to cost compensation"after any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.	Tender conditions prevail.
30	Vol.-I of II/GCC	216 of 291	25	Time of performance	Kindly add:- " n case the Vendor's performance is delayed due to any act of omission on the part of Buyer or any third party engaged by Buyer or the end customer then the Vendor shall be given due extension of time for the completion of the scope, for a period not less than the duration of the resultant delay in the Vendor's performance of the Contract. Buyer shall grant appropriate cost compensation along with time extension to the Vendor" after Request for revision of construction time after tenders are opened will not receive consideration.	Tender conditions prevail.
31	Vol.-I of II/SCC	263 of 291	7	Subsequent Legislation	Kindly include the variation in GST rates also in this clause.	Tender conditions prevail. Refer clause no. 12.3 of ITB, Vol.-I for variation in Taxes & duties.
32	Vol.-I of II/SCC	2654 of 291	13	Works Contract	We understand that the works covered under this Tender will be treated as works contract. Kindly confirm.	Refer clause no. 13 of SCC, Vol.-I.
33	Vol.-I of II/SCC	270 of 291	24	Origin of Goods	Kindly confirm that this certificate will not be applicable on local products.	Refer clause no. 24.2 of SCC, Vol.-I.



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MECON LIMITED

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34	Vol.-I of II/SCC	271 of 291	27.2	Defect Liability Period	Kindly modify this clause as: -""The CONTRACTOR shall guarantee the installation/WORK for a period of 24 months from the date of completion of WORK as certified by the ENGINEER INCHARGE which is indicated in the Completion Certificate or 28 months from the actual delivery of material at site after FAT whichever is earlier."	24 months from successful commissioning and handing over or 28 months from the materials supply received at site whichever is earlier. However in case of delay for sites readiness; the Extended warranty as define may be used for warranty as per rate quoted by the bidder.



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35	Vol.-I of II	286 of 291	1	Payment Terms	We request to accept following payment term Supply # 10% against engineering document approval # 70% against material delivery along with necessary documents # 10% against erection/installation. If in case, contractor is not able to start/complete the erection/ installation work for the reasons not attributable to contractor then this payment shall be released against equivalent BG within 60 days of the last major supply. # 10% against SAT. If in case, contractor is not able to start/complete the erection/ installation work for the reasons not attributable to contractor then this payment shall be released against equivalent BG within 90 days of the last major supply. Same is acceptable in other PSU's, kindly find attached payment terms of PSU's attached as Annexure-I.	Refer Corrigendum #1 for revised Payment Terms.
36	Vol.-I of II/GCC	213 of 291	15.4 & 15.5	Note to Schedule of Rates	Kindly accept-"Quantity variation to be limited to +/- 15%, beyond which contractor should be able to renegotiate the rates".	Tender conditions prevail.
37	Vol.-I of II/GCC	217 of 291	26	Force Majeure	Kindly accept-"Neither party shall be liable for any loss, damage, failure or delay in performing its obligations under the Contract to the extent directly or indirectly caused by or arising from an event of Force Majeure, which shall include but not be limited to acts of God, acts of governmental authorities, earthquakes, strikes, fire, war, flood, epidemics, civil unrest, riots or other causes beyond its reasonable control. The delivery date shall be extended for a period equal to the time lost by reason of delay plus such additional time as may be reasonably necessary to overcome the effect of the delay."	Tender conditions prevail.
38	Vol.-I of II/GCC	218 of 291	28	Rights of the employer to forfeit contract performance security:	Kindly add:-"under this contract" after thereafter may become due to the CONTRACTOR.	Tender conditions prevail.



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39	Vol.-I of II/GCC	223 of 291	40	Other agencies at site	Kindly add:-“ If there is possibility of our work being dependent on the work of the other contractors,	Tender conditions prevail.
					"Time extension should be provided if the contractor is unable to execute the works due to delays caused by the other contractors".	
40	Vol.-I of II/GCC	225 of 291	45.2	Delays by employer or his authorized agents:	Kindly accept: -Any project delays not attributable to contractor should entitle contractor to suitable cost compensation/ price adjustment. Any indulgence by contractor in deploying personnel to work additional time, on account of such project delay, should be at the sole cost of the customer.	Tender conditions prevail.
41	Vol.-I of II/GCC	227 of 291	55	Execution of work	Kindly modify clause as:-“... workmanship in strict accordance with the SPECIFICATIONS and in line with the terms of contract.	Tender conditions prevail.
42	Vol.-I of II/GCC	229 of 291	60	Alterations in specifications, design and extra works:	Kindly modify the clause as-“Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:- Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus (+_)15% of the VALUE OF CONTRACT.	Tender conditions prevail.
43	Vol.-I of II/GCC	232 of 291	67 vi)	Conditions for issue of materials	Kindly change: -“In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.” To contractor should be entitled to time extension as well as cost compensation for such delays.	Tender conditions prevail.
44	Vol.-I of II/GCC	234 of 291	76.1	Action and compensation in case of bad work	Kindly limit this to 5% of the contract price. Also, the parameters for levying the same should be clearly defined and per event penalty stipulated.	Tender conditions prevail.
					Also, the cumulative LD for delay and non-performance should be capped to maximum 7.5% of the contract price	Tender conditions prevail.



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45	Vol.-I of II/GCC	235 of 291	77	Suspension of Works	Kindly modify the clause as- "Contractor should be entitled to suitable cost compensation in case of suspension, where the suspension was not due to the Contractor's default."	Tender conditions prevail.
46	Vol.-I of II/GCC	235 of 291	78	Employer may do a part of work	Kindly accept:- "the risk purchase cost should not exceed the contract value".	Tender conditions prevail.
47	Vol.-I of II/GCC	235 of 291	79	Possession prior to completion	Kindly delete"- . Such possession or use shall not be deemed to be an acceptance of any work".	Tender conditions prevail.
48	Vol.-I of II/GCC	235 of 291	80	Defect Liability period	Kindly accept defect liability period as 12 months from commissioning or 18 months from major supply, whichever is earlier.	Refer SCC clause no. 27, Vol.-I.
					Kindly modify the clause as- ""part of the equipment/ portion of WORK shall be operative for a period of 12 months from the date of such rectification/ replacement".	
49	Vol.-I of II/GCC	236 & 237 of 291	81.2	Defects after taking over	Kindly accept that Commercial use of the works shall be deemed as acceptance of the works.	Tender conditions prevail.
50	Vol.-I of II/GCC	237 of 291	84	Replacement of defective parts and materials	Kindly accept 30 days of receiving the notice.	Tender conditions prevail.
51	Vol.-I of II/GCC	237 of 291	85	Indemnity	Kindly limit indemnity to claims arising out of personal injury, death or damage to third party property arising due to contractor's negligence or willful misconduct.	Tender conditions prevail.
52	Vol.-I of II/GCC	238 of 291	87 ii)	Schedule of rates to be inclusive	Kindly accept:- "Prices shall be revised on account of (a) change in statutory laws; and (b) change in delivery terms for reasons not attributable to the contractor".	Tender conditions prevail. Refer clause no. 12.3 of ITB, Vol.-I for variation in Taxes & duties.



**SCADA SYSTEM
FOR KAKINADA-SRIKAKULAM PIPELINE PROJECT (PHASE-1)
Tender Doc. No.: 05/51/23QC/APGDC/094R (E-Tender ID 264892)
Reply to Pre-Bid Queries**



Andhra Pradesh Gas Distribution Corporation Ltd.

MECON LIMITED

S.N.	Section	Document no	Cluase No	Subject	Vendor's Query	APGDC/ MECON's Reply
53	Vol.-I of II/GCC	240 of 291	91	Notice of claims for additional payments	Kindly deleted"- Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration."	Tender conditions prevail.
54	Vol.-I of II/GCC	242 Of 291	97	Deductions from the contract price	Kindly delete: -"or otherwise".	Tender conditions prevail.
55	Vol.-I of II/GCC	246 Of 291	102	Damage to Property or to any Person or any Third Party	Kindly delete- "eventual loss of production, operation or services in any plant or establishment as estimated by the EMPLOYER or ascertained or demanded by the third party." Also, the cumulative LD for all LDs put together should be capped to maximum 7.5% of contract value.	Tender conditions prevail.
56	Vol.-I of II/GCC	247 of 291	105	Contractor to indemnify the Employer	Kindly limit the indemnity obligations to third party claims arising out of death, personal injury or property damage arising due to negligence, fraud or willful misconduct of the Contractor.	Tender conditions prevail.
					Kindly delete- "the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary". Kindly accept:-" deductions from other contracts cannot be accepted."	
57	Vol.-I of II/GCC	248 of 291	107	Arbitration	Kindly accept that Sole Arbitrator shall be mutually decided by both the parties. Also, in the event of failure of the parties to nominate the sole arbitrator, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder.	Tender conditions prevail.



SCADA SYSTEM
FOR KAKINADA-SRIKAKULAM PIPELINE PROJECT (PHASE-1)
Tender Doc. No.: 05/51/23QC/APGDC/094R (E-Tender ID 264892)
Reply to Pre-Bid Queries



Andhra Pradesh Gas Distribution Corporation Ltd.

MECON LIMITED

S.N.	Section	Document no	Cluase No	Subject	Vendor's Query	APGDC/ MECON's Reply
58	Vol.-I of II/GCC	257 of 291	C.1.	Performa of contract agreement	Kindly accept that work shall be performed in compliance with the technical specifications and the terms of the contract.	Tender conditions prevail.
59	Vol.-I of II/SCC	265 of 291	12.1	Firm Price	Kindly accept:-“ Prices shall be revised on account of (a) change in statutory laws; and (b) change in delivery terms for reasons not attributable to the contractor's default.”	Tender conditions prevail. Refer clause no. 12.3 of ITB, Vol.-I for variation in Taxes & duties.
60	Vol.-I of II/SCC	266 of 291	16.2	CHANGE ORDERS /EXTRA WORKS/ DEVIATIONS	Kindly accept that if any change in the main contractor indicated by customer, change order shall be provided first and then execution of changed value shall be done.	Tender conditions prevail.
61	Vol.-I of II/ SCC	267 of 291	16.6.8	CHANGE ORDERS /EXTRA WORKS/ DEVIATIONS	Kindly modify-“contractor should perform a Change Order only once a written change order incorporating the mutually agreed time/ price adjustments is issued, so that potential litigation can be avoided.”	Tender conditions prevail.
62	Vol.-I of II/ SCC	268 of 291	17	Site Handover and Permits	Kindly accept:-“ If the contractor incurs additional cost and additional time due to change in the site for reasons not attributable to the contractor, the owner shall grant appropriate time extension and cost compensation.”	Tender conditions prevail.
63	Vol.-I of II/ SCC	270 of 291	22.2	Price Reduction Schedule	Kindly accept that LD should not be applicable if the contractor has completed supplies as per the delivery schedule, irrespective of whether it can be used for commercial operation or not.	Tender conditions prevail.
64	Vol.-I of II/SCC	271 of 291	27.2	Defect Liability Period	Kindly delete-“ plus 100% towards overheads (of which the certificate of ENGINEER IN CHARGE shall be final)”	Tender conditions prevail.
65	Vol.-I of II/SCC	279 of 291	43.4	Local Conditions	Kindly accept that water & electricity as required shall be provided by owner to contractor, also land for storage shall be provided to contractor.	Tender conditions prevail.
66	Vol.-I of II/SCC	283 of 291	47	DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN CONTRACTOR	Kindly add this should be done only after issue of a notice to the contractor and failure by the contractor to pay the due sums to its vendors after certification by EIC subject to receipt of such request from the vendor/ contractor.	Tender conditions prevail.



**SCADA SYSTEM
FOR KAKINADA-SRIKAKULAM PIPELINE PROJECT (PHASE-1)
Tender Doc. No.: 05/51/23QC/APGDC/094R (E-Tender ID 264892)
Reply to Pre-Bid Queries**



Andhra Pradesh Gas Distribution Corporation Ltd.

MECON LIMITED

S.N.	Section	Document no	Cluase No	Subject	Vendor's Query	APGDC/ MECON's Reply
67	Vol.-I of II	279 of 291	45.1.1	Arbitration	Kindly delete-" (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding)"	Tender conditions prevail.
68	Vol.-I of II/SCC	279 of 291	45.1.2	Arbitration	Kindly accept-"arbitrator will be mutually appointed".	Tender conditions prevail.
69	Vol.-II of II	133, 134 & 135 of 138	4.4 b), 5,6,7 & 8	Guideline for I/O points & RTU cards	Kindly accept no. of ports in I/O module as per OEM's standard configuration.	Minimum Ports in I/o modules shall be provided as per tender guideline / higher no of ports acceptable meeting tender requirements.
70	Vol.-II of II	24 of 197 & 66 of 197	6.14 vii) & 3.0	General Control and Failover Philosophy & System Hardware	We understand that SCADA Servers at MCS & ECS shall be loaded with SCADA, History & OPC software and no separate Hardware is required for OPC & History, if History & OPC can be loaded in SCADA server itself. Kindly confirm.	Bidder's understanding is not correct please refer Annexure -1 of PJS for further details.
71	Vol.-I of II/SCC	271 of 291	27.2	Defect Liability Period	We understand that warranty is-" 24 months from the date of completion of WORK as certified by the ENGINEER IN CHARGE which is indicated in the Completion Certificate or 28 months from the actual delivery of material at site after FAT, whichever is earlier. Kindly confirm.	24 months from successful commissioning and handing over or 28 months from the materials supply received at site whichever is earlier. However in case of delay for sites readiness; the Extended warranty as define may be used for warranty as per rate quoted by the bidder.
72	General			Integration with third party system	We understand that we have to provide provision for integration with third party system and any modification/changes required in third party system shall be not in our scope. Also, Purchaser will act as a mediator in case of any communication/data required from third party. Kindly confirm.	Confirm



SCADA SYSTEM
FOR KAKINADA-SRIKAKULAM PIPELINE PROJECT (PHASE-1)
Tender Doc. No.: 05/51/23QC/APGDC/094R (E-Tender ID 264892)
Reply to Pre-Bid Queries



Andhra Pradesh Gas Distribution Corporation Ltd.

MECON LIMITED

S.N.	Section	Document no	Cluase No	Subject	Vendor's Query	APGDC/ MECON's Reply
73	Vol.-I of II/ITB	5 of 291		5 Bidder's Qualification Criteria	Since SCADA & RTU are the heart of the system and the project is of long duration, it's important that owner shall provide work directly to OEM's. We propose to kindly allow OEM's of SCADA & RTU only to bid.	Tender conditions prevails
74	Vol.-II of II/ Material Requisition	6 of 188	T.PW	PWMC	We understand that CAMC is very important for customer as well as vendor for proper maintenance of the system & timely support from vendor is case of some issue. So, we suggest APGDC/Mecon to cap the AMC with quoted supply rates as 5% of for the 1st year, 6% for the 2nd year, 7% for the 3rd year.	Tender conditions prevail as evaluation is overall basis.
75	Vol.-II of II/ Material Requisition	7 of 188		9 O&M Spares	We understand that prices quoted for O&M spares is not the part of evaluation. Kindly confirm.	2 year O & M spares suggested by the bidder as per separately enclosed format with Price SOR is not part of evaluation.
76	Vol.-II of II/ Particular Job Specification SCADA System	15 of 188		3 BMS in future	We understand that SCADA system offered as part of this Tender shall be capable to be extended to BMS in future, if required. Nothing needs to be considered as part of this tender for BMS. Kindly confirm.	Confirm
77	Vol.-II of II/ Particular Job Specification SCADA System	16 of 188		3.1 Integration with APPS system supplied by another contractor	We understand that SCADA system to be supplied in this Tender shall be capable to share data over OPC and any work required in APPS system shall be taken care by owner. Kindly confirm.	Integrations of APPS. LDS system with SCADA & assistance required during execution of works are bidder's scope.
78	Vol.-II of II/ Particular Job Specification SCADA System	20 of 188		6.7 General Control and Failover Philosophy	Kindly accept RTU with 4 RS232/RS485 ports, it would be of vendor's responsibility in case more than 6 IED's needs to be connected with RTU by means of converters.	Tender condition prevails. Dedicated Serial ports have to be provided as per I/o list with spares.
79	Vol.-II of II/ Annexures to PJS	74 of 188		9 Communication Controller Unit	Kindly make this as optional, as not all OEM's need CCU for polling data and same can be done through SCADA directly.	Accepted subjected to meeting the Communication requirements as define in the tender.
80	SCADA System Sizing				Kindly specify the no. of tags required for sizing the SCADA system.	Refer Annexure -1 of pjs.



SCADA SYSTEM
FOR KAKINADA-SRIKAKULAM PIPELINE PROJECT (PHASE-1)
Tender Doc. No.: 05/51/23QC/APGDC/094R (E-Tender ID 264892)
Reply to Pre-Bid Queries



Andhra Pradesh Gas Distribution Corporation Ltd.

MECON LIMITED

S.N.	Section	Document no	Cluase No	Subject	Vendor's Query	APGDC/ MECON's Reply
81	RTU Specifications	135 of 138		9 Communications	Communication of SCADA with RTU through FEP is design of a OEM & should not be applicable on other OEMs. Kindly accept.	Present SCADA architectural philosophy, MMS/BMS shall poll all the RTUs. FEP is not applicable.
82	RTU Specifications	136 of 138	10.0 c)	Guideline for communication	Kindly accept serial ports & ethernet ports to be same in same card. OEM specific design.	Tender condition prevails. The communication ports shall be independent from CPU card.
83	Vol.-II of II			Approved Vendor List	Kindly provide approved vendor list.	Provide specific requirements; if required provide to successful bidder.
84				Bid due date	Kindly extend the bid due date by 3 weeks from the existing bid due date.	Tender conditions prevails.
85		18/188	Clause 3.7		Please provide us the address of the storage location, where storage need to be considered need to be considered	Storage at sites till the erection is under bidder's scope.
86		46/188	Clause 24		Please confirm, warranty shall be 24 months from date of commissioning or 28th months from date of received of material at site, whichever is earlier.	24 months from successful commissioning and handing over or 28 months from the materials supply received at site whichever is earlier. However in case of delay for sites readiness; the Extended warranty as define may be used for warranty as per rate quoted by the bidder.
87		48/188	Clause 24.2 (b)		Please note upgradation of software license version of supplied SCADA software is not envisaged. If There is any updation of release bugs, patches will be updated	Bidder has to offer latest proven software for the project with updation of new / necessary release bugs, patches as required till the contractual period including PWMC period.
88		59/188	Clauue 2.2		Propose SCADA server shall have built-in history and OPC server, hence separate hardware shall not be required. Please confirm.	Refer Annexure - I of PJS; provide as per the requirement defined. Tender condition prevails.
89		65/188	Clause 6.1.1		Propose SCADA shall have single processor with multi-core machine. The application shall run on physical core of processor not in processor. The propose qualified SCADA server shall have multiple cores in a single processor to reduce the server loading of server, to run parallel application programs. Moreover, there would be two physical server (Primary+Secondary) shall be proposed. Hence, single processor with multi-core shall be enough to meet the technical requirement. Please confirm	The SCADA server shall meet the requirement of redundancy; Refer Annexure - I of PJS; provide as per the requirement defined. The proposed SCADA meeting the requirement are acceptable. Tender condition prevails.



SCADA SYSTEM
FOR KAKINADA-SRIKAKULAM PIPELINE PROJECT (PHASE-1)
Tender Doc. No.: 05/51/23QC/APGDC/094R (E-Tender ID 264892)
Reply to Pre-Bid Queries



Andhra Pradesh Gas Distribution Corporation Ltd.

MECON LIMITED

S.N.	Section	Document no	Clause No	Subject	Vendor's Query	APGDC/ MECON's Reply
90		70/188	Clause 7.1		Please allow to propose multiple make on switch, router, firewall to get best vendor support.	Considering the maintenance issue; the proven make of equipments shall be offered preferably with one or two vendors.
91		134/188	Clause 5,7,8		We shall provide external isolation barrier	Accepted however; should be fully wired with proper identification tags as required.
92		82/188	Clause 19		Interfacing of Application Software shall be in scope of OEM Vendor. Only configuration of SCADA with OPC shall be in bidder scope	Integrations of APPS-LDS system with SCADA & assistance required during execution of works are bidder's scope. APPS will be based on Real-Time Transient Hydraulic / Statistic Modelling Technology.
93			General		Request for extension of bid till 15th March	Tender condition prevails
94			Payment Terms and Mode of Payment (Appendix-I) 1.0 Supply Portion	The Payment shall be made in the following manner subject to completion of all contractual requirements as per tender document: 1.1 75% against successful Integrated Factory Acceptance Testing (IFAT), 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. Confirmation Letter for the site (EIC/RCM) material received /storage of the materials. f. Proof of customs clearance including payment of customs duty for imports permitted in the Contract. g. 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 IFAT and recorded).	We hereby proposing following payment conditions of Supply and E&C : Supply(Ex-Works) o 80% Against supply of Material within 30 days from the date of invoice. o 10% against completion of erection of items. If the completion of erection , testing and commissioning is delayed beyond 90 days from date of supply due to reasons not attributable to HAIL , then payment shall be released against submission of equivalent bank guarantee valid for 6 months from last major shipment date. o 10% shall be released against taking over of the system . In case taking over is delayed beyond 120 days from last major shipment date payment shall be released against submission of equivalent amount BG valid for 9 months from the date of last major shipment. All payments shall be made within 30 days from the date of invoice.	Refer Corrigendum #1 for revised Payment Terms.



SCADA SYSTEM
FOR KAKINADA-SRIKAKULAM PIPELINE PROJECT (PHASE-1)
Tender Doc. No.: 05/51/23QC/APGDC/094R (E-Tender ID 264892)
Reply to Pre-Bid Queries



Andhra Pradesh Gas Distribution Corporation Ltd.

MECON LIMITED

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95			2.0 Erection Portion	<p>2.1 65% of Site erection value pro-rata as per Schedule of rates on Erection, Testing of individual station on submission of Certification for completion of Erection & Testing of individual station issued by Purchaser / Engineer – in - Charge / representative at site.</p> <p>2.2 25% of Site erection value on successful Site Acceptance Testing, Trial run, overall commissioning & submission of Certification for completion of successful SAT , Trial, overall commissioning issued by Engineer – in - Charge / representative at site.</p> <p>2.3 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, Submission of as built drawing/ documents and handing over issued by Purchaser/Consultant/ / Engineer – In -Charge (EIC) / representative at site. Payment shall be made through electronic clearing wherever applicable. Successful bidder shall furnish complete bank details for this purpose.</p>	<p>We hereby proposing following payment conditions of Supply and E&C :</p> <p>For Erection and commissioning Work</p> <ul style="list-style-type: none"> o 80% on Pro-Rata Payment against completion of Erection in progressive manner. o 10% Against commission of the system . In case commissioning delays beyond 90 days from start of erection activity , payment shall be released against submission of PBG for equivalent amount valid for 9 months from last major supply date. 10% shall be released against taking over of the system . In case taking over is delayed beyond 120 days from last major shipment date payment shall be released against submission of equivalent amount BG valid for 9 months from the date of last major shipment. <p>All payment shall be made within 30 days from invoice date.</p>	Tender condition prevail. Refer Corrigendum #1 for revised Payment Terms.
96			3.0 Mandatory Spares	<p>i) 90% of Invoice value with taxes and duties will be paid progressively after adjustment against PRS and against submission of invoice in triplicate along with:</p> <ul style="list-style-type: none"> i) Inspection release note by Purchaser/Purchaser's agency. ii) LR/GR iii) Documents as specified in Vendor Data Requirement in MR. iv) Packing List v) Proof of customs clearance including payment of customs duty for imports permitted in the Contract. vi) Despatch instructions/clearance by purchaser. <p>The invoice shall be made in the name of Officer-in-Charge, as mentioned in the purchase order.</p> <p>ii) Balance 10% amount of total Invoice value shall be paid within 30 days after receipt and acceptance of complete materials at storage yard.</p>	<p>We hereby proposing following payment conditions of O&M (2 year spares) :</p> <p>Mandatory Spares:-</p> <p>100% payment shall be made within 30 days from the date of invoice against mandatory spares supplies.</p>	Tender condition prevail. Refer Corrigendum #1 for revised Payment Terms.
97			SCC Clause 11	Firm Price	<p>Vendor may increase price and recover associated costs, for the following that occur between the date of the Order and delivery:</p> <ul style="list-style-type: none"> (a) foreign exchange variation, (b) increased cost of third party content and materials, (c) periodic price increase of Products and Services, (d) impact of government tariffs, and (e) increases in costs of industrial metals as published by the London Metal Exchange (https://www.lme.com/) 	Tender conditions prevail.



SCADA SYSTEM
FOR KAKINADA-SRIKAKULAM PIPELINE PROJECT (PHASE-1)
Tender Doc. No.: 05/51/23QC/APGDC/094R (E-Tender ID 264892)
Reply to Pre-Bid Queries



Andhra Pradesh Gas Distribution Corporation Ltd.

MECON LIMITED

S.N.	Section	Document no	Cluase No	Subject	Vendor's Query	APGDC/ MECON's Reply
98			General	Terms of Payment	<p>We propose the following payment terms</p> <p>"Buyer will pay invoices within 30 days from the date of invoice to the account specified by Vendor with immediately available funds through electronic transfer. Vendor may submit invoices electronically. Payment must be made in Indian currency unless agreed otherwise in the Order. Buyer must provide the following remittance information when making payment: (a) invoice number, (b) amount paid. Payment must be in accordance with the "Remit To" field on each invoice. If remittance information is missing, Vendor will invoice service fee of INR equivalent of \$ 500 for each such occurrence. Vendor may make partial deliveries that will be invoiced as they are delivered. Vendor may also increase price and recover associated costs, for the following that occur between the date of the Order and delivery: (a) foreign exchange variation, (b) increased cost of third party content and materials, (c) periodic price increase of Products and Services, (d) impact of government tariffs, and (e) increases in costs of industrial metals as published by the London Metal Exchange (https://www.lme.com/). If Buyer does not dispute an invoice within 15 days after invoice date, Buyer has waived the right to do so. Vendor reserves a right to correct any inaccurate invoices. Buyer may not set off invoiced amounts against sums that are due from Vendor. Vendor extends credit only if Buyer maintains acceptable credit standing."</p>	Tender conditions prevail.
99			Delivery Terms	Delivery Terms	<p>Delivery terms are EX-Works (INCOTERMS 2010) Vendor's facility, Pune. Title to Products passes to Buyer when Vendor places Products at Buyer's disposal at Vendor's facility. Buyer grants Vendor a security interest in Products until paid in full, subject to applicable law. Deliverables are deemed accepted unless Buyer sends written notice specifying reasonable basis for rejection within 30 days after delivery. Vendor will, at its option, repair, replace, or re-perform rejected Deliverables. If a delivery hereunder is delayed due to Buyer's actions or Delivery terms are EX-Works (INCOTERMS 2010) Vendor's facility, Pune. Title to Products passes to Buyer when Vendor places Products at Buyer's disposal at Vendor's facility. Buyer grants Vendor a security interest in Products until paid in full, subject to applicable law. Deliverables are deemed accepted unless Buyer sends written notice specifying reasonable basis for rejection within 30 days after delivery. Vendor will, at its option, repair, replace, or re-perform rejected Deliverables. If a delivery hereunder is delayed due to Buyer's actions or inaction, Vendor may extend delivery time equal to the length of such delay and shall be entitled to receive compensation for reasonable costs incurred by Vendor resulting from such delay. Vendor will invoice handling costs, including for additional storage and logistics, if Buyer does not take delivery for within 30 days after Vendor sends written notice to Buyer that the Deliverables are available for delivery.</p>	Tender conditions prevail.



SCADA SYSTEM
FOR KAKINADA-SRIKAKULAM PIPELINE PROJECT (PHASE-1)
Tender Doc. No.: 05/51/23QC/APGDC/094R (E-Tender ID 264892)
Reply to Pre-Bid Queries



Andhra Pradesh Gas Distribution Corporation Ltd.

MECON LIMITED

S.N.	Section	Document no	Cluase No	Subject	Vendor's Query	APGDC/ MECON's Reply
100			General	Confidentiality	<p>We request the foll. comprehensive, mutual clause: "Confidential Information" is information that: (a) is marked as "Confidential" or "Proprietary" at the time of disclosure; or (b) is disclosed orally or visually, is identified by the Party disclosing the information ("Discloser") as confidential at the time of disclosure, and is designated as confidential in a writing sent to the receiving Party ("Recipient") within 30 days after disclosure that summarizes the Confidential Information sufficiently for identification. Recipient will: (a) use the Confidential Information only for the performance of the Contract ("Purpose"); (b) disclose Confidential Information only to its employees required to have Confidential Information for the Purpose and who are legally bound in writing to Recipient to protect the Confidential Information in accordance with terms and conditions no less stringent than those imposed under this Contract; and (c) protect Confidential Information using the same degree of care, but no less than reasonable care, as Recipient uses to protect its own confidential information of a like nature. Recipient will reproduce the restrictive legends of the original on copies it makes. Recipient may disclose Confidential Information to a third party only if authorized in writing and under conditions required by Discloser. Recipient is responsible to Discloser for any violation of the confidentiality obligations by its employees or an authorized third party. Within 30 days of Discloser's written request, Recipient will return or destroy all Confidential Information, including all copies thereof, and will certify to such return or destruction in writing to Discloser. Confidential Information will not include any information that: (a) was in Recipient's possession and not subject to an obligation of confidentiality before receipt from Discloser; (b) is or becomes legally available in the public domain through no fault of Recipient; (c) was rightfully received by Recipient from a third party who had no obligation of confidentiality, either directly or indirectly, to Discloser; or (d) was independently developed by Recipient without use of or reference to Discloser's Confidential Information. If Recipient is required to disclose Confidential Information pursuant to applicable law, statute, regulation, or court order, Recipient will (a) give to Discloser prompt written notice of the request and a reasonable opportunity to object to the disclosure and seek a protective order or appropriate remedy; and (b) disclose Confidential Information only to the extent required. Unless otherwise specified, each Party's obligations with respect to the Confidential Information of the other Party will continue for five years after the date of receipt. Parties agree that breach of the confidentiality obligations by the Recipient will cause irreparable damage for which money damages will not be fully adequate, and Discloser is entitled to seek injunctive relief, in addition to any other legal remedies.</p>	Tender conditions prevail.



Andhra Pradesh Gas Distribution Corporation Ltd.

SCADA SYSTEM
FOR KAKINADA-SRIKAKULAM PIPELINE PROJECT (PHASE-1)
Tender Doc. No.: 05/51/23QC/APGDC/094R (E-Tender ID 264892)
Reply to Pre-Bid Queries



MECON LIMITED

S.N.	Section	Document no	Cluase No	Subject	Vendor's Query	APGDC/ MECON's Reply
101			General	Settlement of Disputes	<p>The clause in the current form is not acceptable. We propose the following clause:</p> <p>1) Notice: Each party shall notify the other in writing when it considers a dispute or difference has arisen and which it wishes to refer to the other Party for amicable settlement in the event that amicable settlement is not reached. Such notice shall contain sufficient information as to the dispute or difference to enable the other Party to be fully informed as to the nature of the dispute, the estimated amount of any monetary claim and the length of any extension of time claimed, if applicable.</p> <p>2) Amicable Settlement: Where notice of dispute or difference has been given, the Parties shall attempt to settle such dispute amicably before commencement of arbitration provided that, unless the Parties agree otherwise, such dispute may be referred to Arbitration, on or after the thirtieth day after the day on which notice of dispute or difference was given, attempt for amicable settlement has been made.</p> <p>3) Arbitration: Any dispute arising out of or relating to this will be finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 and its subsequent amendments thereof. The place of arbitration will be Mumbai. The language of the arbitration will be English. Any award will be payable in Indian Rupees. If the value of the dispute is less than Rupees one Crore, then Arbitration will be conducted by a single arbitrator to be appointed with mutual consent of both parties. If the Parties are unable to agree on the appointment of a single arbitrator within 30 days of dispute, then a single arbitrator will be appointed by the Mumbai High Court. If the value of the dispute is Rupees one crore or more, then arbitration will be conducted by a panel of three arbitrators. Each Party will appoint one arbitrator and the said arbitrators will appoint a third arbitrator to act as Presiding Arbitrator., by mutual agreement, for Intuitional Arbitration in substitution of the Parties will bear their own costs of arbitration. Nothing shall prevent the Parties from opting afore-mentioned process through Mumbai Centre for International Arbitration(MCIA), whereupon the process, fees, duration etc. will be governed in accordance with the rules of MCIA. In those instances, where specific limits of liability have been provided for in this Agreement, such limits shall be final and not subject to arbitration. Notwithstanding the foregoing, either Party may apply to any court of competent jurisdiction at Mumbai for preliminary injunctive relief without breach of this arbitration provision.</p>	Tender conditions prevail.
102			General	Jurisdiction and Governing Laws	<p>We propose the following</p> <p>The Agreement is governed by the laws of India and subject to the exclusive jurisdiction of the Courts at Mumbai. Parties will not bring a legal action more than three years after the cause of action arose unless a shorter period is provided by applicable law.</p>	Tender conditions prevail.



Andhra Pradesh Gas Distribution Corporation Ltd.

SCADA SYSTEM
FOR KAKINADA-SRIKAKULAM PIPELINE PROJECT (PHASE-1)
Tender Doc. No.: 05/51/23QC/APGDC/094R (E-Tender ID 264892)
Reply to Pre-Bid Queries



MECON LIMITED

S.N.	Section	Document no	Cluase No	Subject	Vendor's Query	APGDC/ MECON's Reply
103			General	Inventions and intellectual Property	<p>We are requesting the following clause to be added in the GCC in the mutual interest of the Parties:</p> <p>"Intellectual Property" means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations. No right, title or interest in Intellectual Property provided by Vendor is transferred to Buyer under the Agreement, including Intellectual Property existing prior to, or created independently of, the performance of the Agreement. All Intellectual Property and results of Services, including software, models, designs, drawings, documents, inventions, and know-how ("Inventions"), conceived or developed by Vendor in connection with the Agreement, are the sole property of Vendor and Buyer assigns any rights it may have in such Inventions to Vendor. Buyer has no right or license to Intellectual Property or Inventions provided by Vendor, except as granted in the Agreement. Vendor and its suppliers retain all right, title and interest to all Software, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Buyer. Buyer will hold all Software supplied by Vendor in strict confidence and will use best efforts not to disclose Software to others. All Software delivered by Vendor is subject to a software license or software subscription agreement ("License"). If Buyer does not agree to a License with Vendor, Buyer does not have a license or right to Software. Buyer retains all rights that Buyer already holds in data and other information that Buyer or persons acting on Buyer's behalf input, upload, transfer or make accessible in relation to, or which is collected from Buyer or third party devices or equipment by, the Deliverables ("Input Data"). Vendor and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop Vendor's products or services. Vendor and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Vendor and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Vendor and are Vendor's confidential information. This section survives termination of this Agreement.</p>	Tender conditions prevail.



SCADA SYSTEM
FOR KAKINADA-SRIKAKULAM PIPELINE PROJECT (PHASE-1)
Tender Doc. No.: 05/51/23QC/APGDC/094R (E-Tender ID 264892)
Reply to Pre-Bid Queries



Andhra Pradesh Gas Distribution Corporation Ltd.

MECON LIMITED

S.N.	Section	Document no	Clause No	Subject	Vendor's Query	APGDC/ MECON's Reply
104			Additional Clause proposed	Patent and Copyright Indemnity	Notwithstanding anything to the contrary, Vendor 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 Vendor prompt notice when Buyer becomes aware of a third-party claim, (b) gives complete authority and assistance (at Vendor expense) for disposition of the claim, and (c) makes no prejudicial admission with respect to the claim. Vendor 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 Vendor, (d) any modification of a Deliverable by other than Vendor, (e) any compromise or settlement made without written Vendor consent; or (f) costs or attorney fees incurred by Buyer. If infringement claim is made or is likely, Vendor may at its option and expense: (a) procure the right for Buyer to continue using the Deliverable, (b) modify the Deliverable to be non-infringing, or (c) accept return of the Deliverable (and terminate Buyer's applicable software license) and credit Buyer the purchase price paid for the Deliverable, less reasonable depreciation for use, damage and obsolescence. Failure of Buyer to accept any of the above remedies in lieu of the infringing Deliverable will relieve Vendor of any liability for infringement. Failure to ship infringing Deliverables will not breach the Agreement. This section states Vendor'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."	Tender conditions prevail.



Andhra Pradesh Gas Distribution Corporation Ltd.

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S.N.	Section	Document no	Clause No	Subject	Vendor's Query	APGDC/ MECON's Reply
105			Additional Clause proposed	Cyber Security	While cyber security services will be provided in professional and workmanlike manner, and include reasonable efforts to validate that recommended third party cyber security solutions will not detrimentally impact performance of Vendor standard products, Vendor makes no guaranty that the cyber security products (inclusive of equipment, software and services) provided by Vendor ("Cyber Security Products") will prevent a cyber-attack or mitigate the impact of any cyber-attack and Buyer acknowledges that Vendor's sole liability, and customer's sole remedy, for any failure of the Cyber Security Products to perform as specified is replacement of defective product and/or re-performance of defective service, provided Vendor is notified by Buyer of the defects in the Cyber Security Products during the agreed upon warranty period. Notwithstanding any other terms agreed to between Vendor and Buyer, Buyer acknowledges that all Cyber Security Products that do not carry the Vendor brand ("Third Party Product") are provided to customer subject to the Third Party Product supplier's standard terms and conditions (including software license terms) in effect at the time such Third Party Products are delivered to Buyer and Vendor has no liability whatsoever with respect to the performance or non-performance of such Third Party Products.	Tender conditions prevail.
106			Additional 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 prevail.



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S.N.	Section	Document no	Clause No	Subject	Vendor's Query	APGDC/ MECON's Reply
107			Additional Clause proposed	Taxes - Statutory variation	"Any changes in the existing tax structure owing to change in GOVT policy or otherwise, any increase/decrease or introduction of new levies, taxes, duties, cess of whatever nature or abrogation of existing levies, taxes, duties, cess after submission of bid document or during the contractual delivery period or within extended delivery period for which input tax credit is available or not shall be in the scope of purchaser and shall be paid to seller at actual."	Tender conditions prevail. Refer clause no. 12.3 of ITB, Vol.-I for variation in Taxes & duties.
108			Additional Clause proposed	Delay due to the reason attributable to customer	In case delay in overall completion of the project/Contract/Purchase Order / scope of work is attributable to Customer then Vendor reserves its right to claim charges for:- <ul style="list-style-type: none"> • the extension of the stay at site, if applicable • extension of the Bank Guarantee, if applicable • extension of the Insurance cover, if applicable 	Tender conditions prevail.
109			Additional Clause proposed	Project Start Delay and Price Variation	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 prevail.
110			Additional Clause proposed	Right to change nature of material movement	Vendor reserves its rights to change nature of transaction/Change in material movement methodology from indirect (From vendor to customer) to direct (From HAIL to Customer) or vis a versa under intimation to customer. Owing to this change or arrangement, Would there be any impact from taxation perspective i.e. rate of IGST/CGST/SGST/UTGST the same shall be to the account of customer.	Tender conditions prevail.
111			General	General	Is there any concession available on custom duty. If yes, then please clarify which are the documents customer will provide to vendor to avail CD benefit.	Merit rate of Custom duty is applicable. Refer Clause no. 12.3.12 of ITB, Vol.-I.