Republic of Serbia

MINISTRY OF FINANCE

Department for Contracting and Financing of EU Funded Programmes (CFCU)

Belgrade, 02/03/2017

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 1

"Procurement of Srbijagas Gas management SCADA System"

Publication ref: EuropeAid/135627/IH/SUP/RS

No.	Question	Answer
1	We analyzed Your tender call for SCADA system on the gas transmission system, and we would like to apply for the tender documentation, using a courier to bring the mentioned CD to our office. I kindly please You to indicate, how we could proceed with this.	Please note that as stated in the article 18 of the Contract Notice-How to obtain the tender dossier: "The tender dossier is available for collection from Contracting Authority on CD ROM, free of charge, **which excludes courier delivery**, at the following address: Ministry of Finance Department for Contracting and Financing of EU Funded Programmes (CFCU) Division for Tender Preparation and Contract Management 3-5 Sremska St, VII floor, Office 701 Belgrade 11 000 Republic Serbia Opening hours of the Contracting Authority are 8:30-15:00 CET, Monday to Friday."

		In order to obey the principles of equal treatment and transparency, Contracting Authority cannot send tender dossier by post/courier services or via e-mail. There is no electronic version of tender dossier that could be downloaded from web. Any person representing potential tenderer **can obtain tender dossier at premises of the Contracting Authority, free of charge**. No authorization or power of attorney is needed.
2	Our company is interested for the project Procurement of Srbijagas Gas Management SCADA System, Publication reference: EuropeAid/135627/IH/SUP/RS. According to instructions specified in the SUPPLY CONTRACT NOTICE Article 18, we would like to take over the tender documentation. Please let us know whether our courier must have the authority letter to take over the tender documentation or it is not necessary.	Please see the Answer to Question No. 1 above.
3	According to Article 12 of Special Conditions, there are different kinds of damages (damages to supplies, damages to the Contracting Authority), with certain cap stipulated for each. What is the aggregate, overall cap? Can it be interpreted that the total, aggregated Contractor's liability in respect of **any kind of damage arising under the Agreement** is capped at an amount equal to 110% of the contract value? Do these damages exclude indirect damage, since it is not explicitly indicated? Usual good business practice for this type of contracts and supply (which is also a standard for multinational companies' operation) assumes exclusion of any type indirect damages, except in case of breach of confidentiality or intellectual property, bodily injury, death, fraud or gross negligence. How are the indirect damages treated here?	Please note that distinction must be made between liability caps for damages to the supplies (General Conditions, Art. 12.1.a) and liability cap for compensation damage to the Contracting Authority General Conditions, Art. 12.1.b), i.e. instead of one cumulative cap, each category mentioned above has its own cap. By means of derogation from Article 12 of General Conditions, Article 12 of Special Conditions has capped each category at an amount equal to 110% of contract value. As stated in the General Conditions Article 12.2 (c), the Contractor "*shall take out all insurance necessary to cover*

		its liability, both with regard to its professional liability and its liability as provided under Article 12.1 "Liabilities". No exception is envisaged based on direct or indirect nature of damages.
4	Where the details of tender with reference number to EuropeAid/135627/IH/SUP/RS can be found?	Please see the Answer to Question No. 1 above.
5	Does Article 17 of Special Conditions (SC) derogate Article 17 of General Conditions (GC) in whole, or just Article 17.1 ofGC? lf the latter, there are many contradictions between Article 17.1 of SC and Article 17.2 of GC. For example, in Article 17.2 of GC right to grant sublicense for all property rights without the consent of Contractor is defined, and in Article 17.1 of SC there is only a right to sublicense non-proplielary item supplied by Contractor.	Article 17.1 of Special Conditions amplifies and supplements Article 17.1 of General Conditions.
6	Is the power of attorney (authorisation) needed for the collection of tender dossier for Procurement of Srbijagas Gas Management SCADA System?	Please see the Answer to Question No. 1 above, where it is stated that no authorization or power of attorney is needed for the collection of tender dossier on CD.
7	We are very interested in the tender mentioned in object. Is it possible that you send it to us via courrier service?	Please see the Answer to Question No. 1
8	We are writing to you with refrence to tender open on 4th January 2017 Referenca: EuropeAid/135627/IH/SUP/RS, naziv tendera: Procurement of Srbijagas gas management SCADA system. We are kindly inquiring wheter it is possible (and under which conditions) to collect the tender documentation on behalf of potential tenderer from "country".	Please see the Answer to Question No. 1
9	Could you inform me if and how I can get the tender documents (CD-ROM)? Also, I've read that there will be an information meeting on 3.2.2017 10:00 in Servia @ PE Srbijagas. What is the procedure to attend this meeting?	Please see the Answer to Question No. 1 above. With reference to the procedure for attending the information meeting, please refer to the Contract Notice, Article 13. and Instructions to

		Tenderers, Article 14.
10	Pursuant to Article 14.7 of General Conditions, before provisional acceptence, the Contracting Authority can adjust and repair supplies. Our understanding it that software is excluded herein, as reparation and adjustment of software requires possession of source code. Namely, as the same shall not be provided for Contractor's standard softwere, as well as that in case the Contracting authority modifies a part of supply, outside of Contractor's control and not in line with instruction, the Contractor's warranty may be jeoparized, our understanding is as mentioned above, i.e. the same clouse should state that: "*Before provisional acceptance of the supplies, the Contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail as will enable the Contracting Authority to operate, maintain, adjust and repair all parts of the supplies, **except the standard software**"*. Please, clarify.	Quoted Article 14.7 of General Conditions refers to provisional acceptance of "supplies" identified inter alia under point 1.1. of Instructions to Tenderers: *The subject of the contract is the supply, manufacture, delivery, unloading, installation, commissioning, maintenance, by the Contractor of the following goods:* *Supply of SCADA system with training, as described at Annex II+III Technical Specifications, located at the PE Srbijagas premises in the cities of Novi Sad and Belgrade, the Republic of Serbia DDP[1], with an implementation period of 457 days from the commencement date until the provisional acceptance.* Please note that software constitutes integral part of SCADA system, hence it should not be excluded from the scope operation and maintenance manuals to be delivered pursuant to Article 14.7 of the General Conditions.
11	Regrading Article 9.7 of the General Conditions, can it be interpreted in a way that the both paeries to the Contract shall respect confidential information of the other party? Namely, good business practices mandate strict respect of all confidential information of each contracting party, whereas, information that are publicly available, or there is a legal obligation to be disclosed to official authorities,	Confidentiality of the information with reference to contract shall be governed strictly according to General conditions, Article 9.7-General Obligations and Articles 9.9 of General and Special

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[1] DDP (Delivered Duty Paid) — Incoterms 2010 International Chamber of Commerce http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/ .

	cannot be considered as confidential.	Conditions, as well as provisions stipulated under Article 23 - Ethics Clauses in the Instructions to Tenderers.
12	What is meant under "**copies signed in the way as the original**" in Clause 10.2 of lnstructions to Tenderers? Please, clarify.	Please note that in the Tender dossier, Instructions to Tenderers, Article 10. Submission of tenders, Sub-Article 10.2. it is stated that : "*All tenders must be submitted in one original, marked 'original', and three copies signed in the same way as the original and marked 'copy'.* " This means that the copies of tenders shall be identical to the original tender.
13	What is expected to be the content of the following free-text format dosuments? - Desripction of the warranty conditions (which must be in accordance with Article 32 of the General Conditions): Description of the organisation of the commercial warranty (which must be in accordance with Article 32 of the Special Conditions)?	Pursuant to the point 11 of the Instructions to tenderers, Description of the organisation of commercial warranty tendered is to be provided in free-text format, i.e. there is no dedicated standard template. In general, mentioned document should explain how in practice provision of commercial warranty service will be organised after expiry of the warranty period (e.g. by whom /are there local service agents, points of access to responsible service provider, contact details etc.). It is of utmost importance to explicitly confirm that provided commercial warranty services will be executed fully in accordance with Articles 32 of the Special and General conditions of contract.
14	What countries are considered eligible in accordance with Clause 4.1 of Instructions to Tenderers with respect to the origin of goods? Does it mean that countries specified in Annex A2a are to be considered as eligible, or just countries authorized by the specific instrument applicable to this tender? In lattre case that would be IPA instrument, meaning that the list of countries is very limited.	According to Instruction to Tenderers, section 4.1, all goods purchased under the contract must originate in a Member State of the European Union or in a country or

			territory of the regions covered and/or authorised by the specific instruments applicable to the programme under which the contract is financed (in this case: IPA). For additional information concerning eligible countries / territories under IPA, please refer to PRAG, Annex a2b2 available at: http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A
15	It is stated that Contracting Authority may contract bidder for further clarification after proposal submission. Have you planned to organize such clarification meetings with each of bidder, or proposal presentation, or similar activities, before final decision?		Evaluation of tenders shall be performed strictly according to procedures described in the Tender Dossier (Instructions to Tenderers, Article 20. Evaluation, Article 19. Opening of the tenders, Sub-article 19.4) and procedures described in PRAG-Practical Guide, Section 4.3.9.4 - Evaluation of technical offer where the following is stated: *"With the agreement of the majority of the evaluation committee voting members, the chairperson may write to tenderers whose submissions require clarification, asking them to reply within a reasonable deadline set by the evaluation committee."* Additionally, in section 4.3.9.7. of PRAG it is stated that: *"Subject to the contracting authority's legislation on access to documents, the entire tender procedure is confidential from the end of the tender opening session until both parties have signed the*

		contract. The evaluation committee's decisions are collective and its deliberations must remain secret. "
		In the Instructions to Tenderers, Article 19.4 it is stated: *"After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded."*
		Furthermore, with reference to plans of Contracting Authority to clarifications requests from particular tenderer please note that in PRAG, Section 4.3.4. Additional information during the procedure the following is stated:*" Please note that the Contracting Authority cannot give a prior opinion on the assessment of the tender."*
16	Load Shedding is not typical functionality for gas transport operators. Do you consider compliance to this functional requirement as mandatory?	Article 4.2.2.1.5.5 of Appendix D - Functional Requirements to Annex II+III defines Load Shedding and Restoration as Manual Curtailment and Rotational Load Shed. The Contractor is expected to propose its own solution which shall be in compliance to Functional requirements provided in Appendix D of Technical Specifications and with best practice at gas transport operations.

17	Do you plan the ordered sequence for implementation of protocols required in the tender documents?	There is no ordered sequence for required protocols. It will be defined during project implementation.
18	On the site visit it was presented that the new SCADA system shall communicate with existing one. As it is not clearly specified in which way these system will communicate, do you expect this interface to be defined and designed during the first phase of the project? Is the proposed system required to communicate with the existing system using the GAUS proprietary protocol, or can the existing system accommodate a standard protocol for this purpose?	Yes, it is expected that communication between new and old SCADA systems will be defined during project implementation. It is not expected that the new SCADA has support for the GAUS protocol. It is expected that all data from old SCADA systems will be visible in new SCADA. Please refer to answers to Questions No.21 and No.24.
19	The offer shall be submitted in one original and 3 copies. Shall all pages of the original offer be signed or initialled or stamped?	Please note that in the Tender dossier, Instructions to Tenderers, Article 10. Submission of tenders, Sub-Article 10.2. it is stated that : "*All tenders must be submitted in one original, marked 'original', and three copies signed in the same way as the original and marked 'copy'.* " This means that the copies of tenders shall be identical to the original tender. With reference to the signature or initialisation or stamping of the original offer, please refer to Tender Dossier templates, documents and instructions, as well templates (including guidance on filling- in the templates) provided in the PRAG and its Annexes, group C- Supply contracts. Each document/template contains clearly marked sections where the signature and/or stamp is required.

20	Appendix C to Annex II+III, Section 3, chapter 3.2.1 refers to a configuration of two (2) SCADA servers, two (2) dispatch workstations and one (1) engineer workstation whereas the Draft Contract (document c4c_contract_en) and the Annex IV Budget Breakdown (document c4g_annexivfinoffer_cn) mention 13 dispatch workstations and 7 engineer workstations per location (Novi Sad and Belgrade). Please clarify and indicate how and where these additional workstations shall be located and connected to and what they are used for.	Section 3 of the Appendix C to Annex II+III refers to architectural requirements. Chapter 3.2.1 is entitled "Infrastructure". Please note that even after thorough examination of the said chapter we were not able to identify where the configuration of exactly two (2) SCADA servers, two (2) dispatch workstations and one (1) engineer workstation was quoted. Please note that this chapter describes concepts and that the actual number of servers and/or workstations represented on diagrams and/or charts within that chapter could be different than the actual quantity needed. In this particular case, the number of workstations, servers and all other hardware and software that are required to be delivered and configured under contract is as described in *ANNEX II + III: TECHNICAL SPECIFICATIONS + TECHNICAL OFFER*, c4f_annexiitechspeciiitechoffer_en.doc, Chapter 1, Pages 21 to 39 Scope of Supply: Hardware and Software.
21	Can we assume that the existing data of the two legacy systems' databases are provided in electronic format (Excel file)?	Some of the legacy systems data is stored as binary files and some are stored in the relational database (RDBMS). The data shall be provided through one of the common data exchange interfaces. Where file exchange is possible, PE Srbijagas prefers CSV file format. It will also be possible to access binary files directly (specification of the binary file shall be provided).

		Where data are stored in the RDBMS, there will be a possibility of ODBC connection. Please see to answers to Questions No. 18 and No. 24.
22	Do the existing SCADA systems provide a TASE.2 interface to be connected to the new SCADA or how shall the connection be established?	The existing SCADA systems do not have support for TASE.2 protocol. Please refer to Answer to Question No. 21above.
23	Please confirm that it is under the Client's responsibility to bring all communication interfaces to the both locations for the new control systems.	Yes, the End Recipient of the contract (PE Srbijagas) is responsible to bring all communication interfaces to the locations for the new control systems.
24	It is not clear how the new SCADA will communicate with the existing RTUs, especially when these are using proprietary protocols. SCADA offers standard interfaces such as TASE.2, IEC 60870-5-101/104 and Modbus. Please clarify.	It is not expected for the new SCADA to have support for the GAUS protocol. It is expected that all data from old SCADA systems will be visible in new SCADA. (Please refer to Answers to Questions No. 18 and No. 21). The part of existing RTUs has no support for standard interfaces and they will remain under control of old SCADA. The part of existing RTUs (Remote I/O) have support for Modbus protocol. Connection with the new SCADA system can be realized directly or through OPC server. End Recipient - PE Srbijagas will replace part of non-compliant existing RTUs during the implementation of the new SCADA project. For the new RTUs, the SCADA system shall support IEC 60870-5-101/104 and OPC primarily, and IEC 61850 additionally.
25	Please confirm that it is under the Client's responsibility to provide all field communication interfaces also for the	Yes, the End Recipient (PE Srbijagas) is responsible to

	migration period for both the existing and new Control Systems which will run in parallel during this time.	provide all communication interfaces.
26	Is there an indication how many process displays, overview displays and reports have to be generated? There is no indication in Section 7 of Appendix G. Are screen copies of existing graphics provided by the Client?	Please note that in the Article 7.2.2. in Section 7 in Appendix G - System dimensions to Technical Specifications, there are tables giving range of displays and reports to be generated. During process of implementation End Recipient - PE Srbijagas will participate in displays and reports generation in manner of providing typical functionality for gas transport operators. Starting model should be provided by Contractor.
27	With reference to document "c4f_annexiitechsspeciiitechoffer_an.doc", Item 2.2.4, would it be possible to get an example of the current dispatch schedule generation?	Dispatch schedules described at article 2.2.4 of document c4f_annexiitechsspeciiitechoffer_en.doc is feature not existing in current SCADA systems. End Recipient - PE Srbijagas will participate in the Dispatch schedule generation in manner of providing typical functionality for gas transport operators. Starting model should be provided by Contractor.
28	Is the SCADA software also to be supplied with asset and maintenance management functionality or is this separated from the scope under this contract?	Maintenance Programe Service is defined in Section 4.1.1.2 of Appendix D to Technical Specifications. It is under the scope of this contract.
29	On which location should LTO Drive be installed? In the document "c4f_annexiitechspeciiitechoffer_en" on the page 34 it's stated in Novi Sad, whilst in the document "Annex II+III Appendix G - Sys Operat Platf – Annexes" on the page 5 it stated in Belgrade? Please clarify.	LTO Drive should be installed at the Novi Sad Control Center.
30	Regarding the requirements for the LAN network equipment, page 37. of the document "c4f_annexiitechspeciiitechoffer_en", should all 24 ports on the switch be 10Gb? Also, is it enough to have 4 sfp	Yes, all 24 ports should be 10Gb. Yes it is enough to have 4 sfp port (2 of them 10Gb and 2 of

	port (2 of them 10Gb and 2 of them 1Gb) or is it necessary to have 4 SFP 1GB together with 2 SFP 10GB ports?	them 1Gb).
31	What should Tenderer exactly offer regarding the 2nd factor for the security authentication? In the document "Annex II+III Appendix D - Functional Requirements" on the page 116. It's stated "Srbijagas is responsible for providing the selected two-factor authentication solution". So, will Srbijagas provide the 2nd security method devices (e.g. tokens) and Tenderer needs only to clarify that their solution support it? Or Tenderer has to provide it? Please clarify.	It is stated in the ANNEX II + III: TECHNICAL SPECIFICATIONS + TECHNICAL OFFER, Section 1.3.7, that the scope of supply includes the procurement of 100 security keys. The Tenderer has to provide the tokens.
32	Utility software is listed as a requirement in the Scope of supply, for example on the page 4. of the "Annex II+III Appendix G - Sys Operat Platf − Annexes". What is exactlay meant by the "Utility software"? Is that some kind of a supervisory network software for overall System operations Platform? Please clarify the exact scope.	Please note that Table on the page 4, Appendix G to Technical Specifications contains Utility software as scope of supply. Utility Software is any software designed to analyze, configure, optimize or maintain a computer or server. The exact scope is to be proposed by the Contractor and should be in compliance with the Contractor's proposed architecture as well as with the all safety and security requirements and requirements stipulated in Tender dossier.
33	Can FEP server be incorporated in the virtual server or it is required to be a separate hardware? In document "Annex II+III Appendix C - Architecture" on page 4. it is visible as additional hardware on listed figure, but in document "c4f_annexiitechspeciiitechoffer_en" there is no separated item about it.	We expect Contractor to propose its own system architecture which is in compliance to architectural guidelines at Appendix C to Technical Specifications. As long as safety and security requirements are met, there is no special requirements for FEP being software or hardware.
34	We understand that MODBUS and OPC protocols are used in Novi Sad (Gaus SCADA system). So, is it used MODBUS RTU or TCP/IP? Which type of OPC is used in Novi Sad (DA, AE, HAD etc.)? How many stations uses each protocol?	In Novi Sad is in usage only GAUS proprietary protocol. In Belgrade part of system is in usage RTUs (Remote I/O devices) with Modbus TCP/IP and proprietary Advantech

		protocol. This type of existing RTUs (Remote I/O) with Modbus TCP/IP can be connected with the new SCADA directly or through OPC server (please refer to Answer to Question No. 24 above). For the all new Remote I/O devices is planned usage of OPC UA (as concentration point and for connection with the new SCADA). At the end of the new SCADA project realization, it is expected that the system covers around 50 RTUs (with IEC 60870-5-101/104 as primary protocol) and 250 Remote I/O (connected through OPC UA/Modbus TCP/IP).
35	Which protocol is used for communication between SCADA and RTUs in Belgrade?	Belgrade part of system does not have real RTUs. In usage are Remote I/O devices for data acquisition. The communication with SCADA is based on Modbas TCP/IP or proprietary Advantech protocol.
36	Would you be so kind and provide a detailed specifications for communication protocols used for process data acquisition in existing SCADA systems in Novi Sad and in Belgrade?	Existing protocol is proprietary and it is not necessary to support it. Please, refer to Answers to Questions No.18, No.21 and No.24 above.
37	Do Srbijagas insist that PCC in Novi Sad and BCC in Belgrade must communicate using ICCP (TASE.2) protocol, instead of being 2 CCs of "one" SCADA system? Which would be in accordance with best engineering practice.	The Contractor is expected to propose its own system architecture which is in compliance to architectural guidelines at Appendix C. As long as safety and security requirements are met, there is no special requirements. Support for ICCP is mandatory regarding communication between the new SCADA system and other ones.
38	What is the definition of „Aist" communication protocol in the context of process data acquisition, mentioned in	As long as safety and security requirements are met, there is

	paragraph „7.3 Data Sizing" of „Annex II+III Appendix D - Functional Requirements" document?	no special requirements considering communication protocols. Communication is responsibility of the End Recipient PE Srbijagas. Please refer to Answers to Questions No. 23 and No. 25.
39	We assume that the communications protocols „IEC 870-5-105,6,7,8" mentioned in paragraph „7.3 Data Sizing" of „Annex II+III Appendix D - Functional Requirements" document are typing errors? Please confirm.	Yes, this is typing error. The new SCADA system shall support IEC 60870-5-101/104 primarily.
40	What is measurement unit of the values given in „7.3 Data Sizing" in the row „Required database sizing"? If the number of process points is given, then the values given (Beograd: 150.000 + 50.000 + Novi Sad: 150.000 + 50.000) are far from being realistic. Please clarify.	Present number entry/exit points is cca 300 (please refer Answer on Question No. 39 and Table 7.2.2.5 at Appendix G to Technical Specifications). Table 7.3 in Appendix G to Technical Specifications presents the Required database sizing. Data sizing is adequate and is set taking in consideration the future development of system.
41	Pleased provide more detailed information of the term „shrinkage", mentioned in the paragraph „4.1.2.5.4 Balancing Gas Requirements" of „Annex II+III Appendix D - Functional Requirements" document.	Article 4.1.2.5 of AppendixD defines that - The SYSTEM shall include gas transport network analysis functions for operational planning and analysis. Shrinkage as different kind of losses is part of Operational Balance and Linepack planning.
42	Is there a direct communication link with enough Gb-bandwidth for regular daily operation (10 or more Gb) over Srbijagas WAN between PCC in Novi Sad and BCC in Beograd? If yes, is there any bandwidth already reserved for SCADA traffic?	Yes, there is a direct communication link between PCC and BCC with enough bandwidth (10 or more Gb). No there is no bandwidth reserved for SCADA traffic but PE Srbijagas can arrange it if needed.
43	In documentation there is a request to have 10/100/1000/10000 interfaces on network switches and servers. This type of interface is not usual in industry – there are 10/100/1000 (gigabit) interfaces an 10 gigabit interfaces – which then usually don't support 10baseT and 100baseT speeds on same ports. Is it necessary to have	This is typing error. Please note that correct Network switches interfaces should be 100/1000/10000. Servers need to have 10Gb interfaces.

	gigabit ports on switches and servers or is it necessary to offer 10gigabit ports on switches and servers? Please clarify.	
44	According to Tender, it's requested that switches have 4x1G uplink and 2x10G uplink. Can we offer switch which has total of 4 uplink modules – which can support 1 gigabit and 10 gigabit speeds? Please confirm.	According to c4f_annexiitechspeciiitechoffer_en.doc it is requested that switches have 4x1G uplink and 2x10G uplink. Uplinks can also be integrated in the switch as additional modules.
45	On the 85th page in the Annex II+III Appendix E - Non Functional Requirements "it is stated as follows: "The Contractor shall respond to a request for service within 15 minutes during normal business hours (8:00 to 17:00h at the Srbijagas' facility)". What is it considered as a respond in this case? Taking the case (e.g. helpdesk) or being on the site/location inside 15 minutes period?	In this case, 15 minutes response refers to taking the case, not being on site.