

Sr. No	Section no	Page no	Content of the RFP Requiring clarification	Clarifications sought/New Specs Proposed	Proposed Reply
1	Annexure II- OEM Crtierias	42-43	The OEM CCTV and ACS control should have their own RMA centre located in India from last 5+ years. –	The OEM CCTV and ACS control should have their own RMA centre located in India from last 7+ years. – To prove Credentiability and Commitment of OEM's in India	The contractor shall provide the necessary certificate from OEM for CCTV and Access Control System should have their own RMA Centre since last 5 years for supply of CCTV system. The contractor look into the Make in India Scheme for supply of CCTV and ACS as per norms.
2	Annexure II- OEM Crtierias	42-43	CCTV and ACS control OEM Should be CMMI level 3 Certified	Remove this Clause As CMMI level 3 certification is mainly related to Software development	Contractor shall provide CMMI level 3 Certificate or equivalent certificate for CCTV and Access Control System.
3	Annexure II- OEM Crtierias	42-43	The CCTV and ACS control system should be manufactured in accordance with the ISO 9001, ISO 45001-2018, ISO 50001-2018 standards.	The CCTV and ACS control system should be manufactured in accordance with the ISO 9001 and ISO 27032 ISO 45001 and ISO 50001-2018 standards are related to Occupation health & Safety and Energy Management system , its not have much relevance for CCTV solution. However ISO27032 is related to Cyber Security	The CCTV and ACS control system should be manufactured in accordance with the relevent BIS/ ISO Standard and also relevant standard for Imported items..
4	Annexure II- OEM Crtierias	42-43	The Camera to be provided by the bidder should not have Hisilicon chipset	The camera shall not have any Hisilicon chipset/Processor, or any other Chipset make whose country of origin doesn't reside in any country that shared land border with India Hisilicon chipset/Processor- are known globally for being used in cameras to gain backdoor entry access into the camera and access sensitive & crucial video footage to external spying networks and this clause would ensure in eliminating such cyber intrusions	Camera should not be having Hi-silicon Chipset. However, OEM should meet the requirement of Tender Condition.
5	Annexure II- OEM Crtierias	42-43	Camera OEM Should be Security Development Lifecycle Assurance (SDLA) 3.0.0 Certified. India Standard (IS/IEC 62443-4-1) : 2018). The Equipment/System supplied by the the successful bidder shall accompany with a certificate obtained by OEM from a certification body accredited to assess devices and process for conformances to IEC 62443-4 standards during design and manufacture as per CEA (Cyber Security in Power Sector) Guidelines, 2021"	Remove this clause as IEC 62443-4-1 is made for Industrial & Control Systems and not applicable for IP surveillance and IoT devices like Cameras, speakers, VMS etc. Therefore, kindly remove this clause as the same is not available with all globally reputed OEMs.	The clause will be read as: "The Equipment/System supplied by the the successful bidder shall accompany with a certificate obtained by OEM from a certification body of accredited authority to access control devices."
6	Annexure II- OEM Crtierias	42-43	Camera OEM must be a member and listed on the ONVIF website. The quoted products must be ONVIF compliant. Online verification of OEM in ONVIF website must be available.	Quoted Cameras should be ONVIF S, G,T,M Conformant. ONVIF approved certificate / ONVIF conformant devices listed on the ONVIF global website for verification. It is recommended that the CCTV system should support ONVIF Profiles G, M, S, and T. ONVIF is an open industry forum that provides and promotes standardized interfaces for effective interoperability of IP-based physical security products. Profile G is used for recording and storing video data, while Profile M is used for metadata streaming and analytics. Profile S is used for video streaming and configuration, and Profile T is used for advanced video streaming. By supporting these profiles, the CCTV system can be integrated with other ONVIF-compliant devices, allowing for greater flexibility and scalability in the system	Tender condition prevails.
7	Annexure II- OEM Crtierias	42-43	Additional OEM criterias	All quoted cameras should have minimum 3 or more configurable streams at maximum resolution of camera, H.265 and 25 FPS Three separate streams are require for Viewing, Recording and running analytics.	Please refer Clause No. 56.
8	Annexure II- OEM Crtierias	42-43	Additional OEM criterias	The camera shall be fully supported by an open and published API (Application Programmers Interface), which shall provide necessary information for integration of functionality into third party applications. Enabling the camera capabilities to handle 3rd party applications This parameter will ensure integration of third-party applications/Video analytics on edge through API.	Agreed as suggested. However, please refer Caluse No. 56.

9	Annexure II- OEM Criterias	42-43	Additional OEM criterias	The OEM should either have an IPR of technology (for both Software/firmware and Hardware) being deployed in offered models or Design for each offered model registered in their company name. Further, OEMs of equipment, Hardware and Firmware (proposed to be supplied for this tender) own the Intellectual Property Rights of Hardware and "Source Code" of Firmware/software, and that they are actual manufacturers, and are not getting any 3rd party manufacturing done e.g., branding & reselling in India through importing/ To ensure the credibility & accountability of participating camera brands, that they have the complete ownership of the camera software & hardware design, deployment and maintaining the updates for the same. Also, this clause is critical to avoid any white label products.trading from a country that shares a Land Border with India.	The contractor supplied camera with back-to-back support of the OEM who is having necessary certificate issued by the Authority including repair and service during entire contract period. However, please refer Clause No. 56.
10	Annexure II- OEM Criterias	42-43		Camera's firmware & it's upgrades shall be published & available for free on the OEM website and the same shall be constantly maintained for new features & Security patches for a period of at least 5 years. OEM declaration for the same shall be submitted along with the bid. To ensure that the camera OEM owns the responsibility of providing security patches to the vulnerabilities that may be discovered and published on the Common Vulnerability Archive (CVE).	Agreed as suggested. However, please refer Caluse No. 56.
11	5 Scope of work	24	Surveillance system will have separate network with redundancy for any failure for business continuity and storage device for 90 days of videos for all the cameras.	Please clarify recording at how many FPS , Resolution Normally recording parameter given are 25 FPS at Maximum Resolution of Camera , H.265 and 90 days	Agreed as suggested, however, please refer Clause No. 56.
12	3.10.5- QCBS Evaluation	7	Technical Evalaution Process	POC Process for Technical evaluation and marking To Validate the proposed Solution meet the functional requirements and also to verify camera Quality , Image Quality in various lighting conditions,Low light conditions Against Sun No Light (0 Lux) without IR Street Light (Night time)Vehicle head light Glare PTZ Camera clarity in night mode upto 200 mtr IR. We request you to add this point in Project presentation and Demonstration clause as this are critical point to determine Cameras quality in day & night and varying lighting conditions	Please refer Clause No. 56.
13	3.10.5- QCBS Evaluation	7	Technical Evalaution Process	POC Process for CCTV/Surveillance Analytics in day & night To validate the proposed Video Analytics meet the functional requirement in day & night	Agreed as suggested (for the successful bidder) however, please refer Clause No. 56.
14	Annexure 1	40	IP Speaker at camera location- 50 nos.	Inbuilt Amplifier- Class D, 7W or better & Sound Pressure Level(SPL)- Min.120 Db We request you to add this important parameter in the tender We reques to add this critical point for IP Speaker	Camera shall have input and output audio facility for IP Speaker of suitable range however, Please refer Clause No. 56.
15	Annexure 1	40	Additional Point	Ex proof Cameras require for Jetty Areas As per our best of Knowledge in Ports area , Ex proof Cameras are required for some areas like Jetty . Please clarify on the same	The protection of camera should be of IP 66/67 compliance with impact protection of IK 10 however, please refer Clause No. 56.
16	Annexure 1	40	Additional Point for PTZ Camera	PTZ Camera- Normally PTZ Cameras are installed on height in ports and atmosphere is also very challenging which require frequent cleaning, so propose PTZ Camera should be with self cleaning mechanism -Wiper or equivalent cleaning mechanism	Agreed. The camera should have manual cleaning during the contract period as per the site requirement.
17	RFP, Page No. 14, Clause No. 2.9		Clause: 2.9 Pre-Qualification Criteria, point No 2.9.3 Prospective bidder, during the last 7 years and till last day of the previous month of the tender due date successfully completed similar work / Supplied, installed & commissioned similar works and the same is in steady state operations phase 9. ANPR Cameras reader 10. Face recognition cameras	Please amend this clause as "Bidder should comply 3/4 categories out of 10 OR Please amend the clause of similar work's given categories: Point No: 4 Visitor Management System (software development) / Personalization Hardware & Software / finger print scanners / hand scanner / VMS Software. Point No: 7 Controllers/ LPU	Tender Condition prevails.

18		RFP, Page No. 30 of 88	IACASS should be developed to authenticate People by finger scan linked to Aadhar UIDAI and Vehicle by FASTag ID / ANPR Camera and Vahan / Sarathi DB of govt. Service to be taken by contractor in the name of MbPA. MbPA will pay the charges as billed by service provider. Charges to be paid by the contractor and subsequently billed to MbPA at actuals.	We believe that this charges will be paid to contractor at actual over & above the revenue generated from Dock Entry Permits. Kindly clarify	MbPA engaged the Authority for authentication/verification and the charges for the Authority shall be paid by MbPA. However, the contractor shall coordinate with the MbPA Official for above authentication/verification and integration with the system.
19	Annexure: II - CCTV and ACCESS Control OEM Selection Criteria	43	23. The quoted Camera should have Hardware chip to secure device ID & authentication certificates secured by cryptographic algorithms and ensure total security to protect camera device from malicious cyber-attacks, spoofing and Phishing.	This Clause is specific to a certain Camera OEM. It is restrictive and will not allow other OEM's to participate. Since the Camera is not directly connected to the Internet and is on a Secure Network, there is no chance of malicious cyber-attacks, spoofing and Phishing	Tender Clause is deleted.
20	Annexure - V - List of Video Surveillance Analytics	55	Fall of person/ object / vehicle in the dock basin	This Video Analytic will be difficult as the Camera may not be able to visualize this. This is not a standard analytic. Hence request you to remove this Video Analytic from the list.	Tender Clause prevails.
21	Annexure - V - List of Video Surveillance Analytics	55	Working on height / above or near water area without use of safety harness.	This Video Analytic is not possible as the Camera and Analytics cannot measure this. This is also not a Standard Analytic. Hence request you to remove this Video Analytic from the list.	The camera system make a provision in such a way that we have marked the yellow lines near water or project environment, if any one crossing them, then alert indication shall be communicated to the control room.
22	Annexure - V - List of Video Surveillance Analytics	55	Leakage from pipeline / storage tank / consignment. Standing in whip lash zone during mooring operation	This Video Analytic is not possible as the Camera and Analytics will not be able to detect this. This is also not a Standard Analytic. Hence request you to remove this Video Analytic from the list.	This clause is deleted.
23	Annexure - V - List of Video Surveillance Analytics	55	Spillage in dock basin or through moving vehicle.	This Video Analytic is not possible as the Camera and Analytics will not be able to detect this. This is also not a Standard Analytic. Hence request you to remove this Video Analytic from the list.	Needed as per our safety guidelines, need to find out how best we can identify such event. Mutually agreed solution will be implemented
24	2.4 Tender Conditions: NIT Document	7	ix) Completion period: The time required for commissioning will be 180 days from the date of signing the agreement.	We request you to increase the time required for commissioning from 180 days to 240 days as the Project covers a huge area where equipment has to be installed and commissioned.	Completion Period shall be 8 months from the Date of Award of Contract.
25	2.4 Tender Conditions: NIT Document	7	x) Liquidated Damage: 0.5% of capital investment cost per week or part thereof for delay in implementation subject to maximum of 10% of the contract value. • Once the maximum penalty reached, the MbPA may terminate the contract and Forfeit the PBG.	We request MbPA to kindly mention the Capital Investment Cost that will be used to calculate Liquidated damages. Also the Liquidated Damages Clause is ambiguous and should be amended as below for clarity. "Liquidated Damage: 0.5% of capital investment cost per week or part thereof for delay in implementation subject to maximum of 10% of the contract-value capital investment cost. • Once the maximum penalty reached, the MbPA may terminate the contract and Forfeit the PBG."	This Clause is read as: "Liquidated Damage: 0.5% of capital investment cost per week or part thereof for delay in implementation subject to maximum of 10% of the BG Value "
26	4.8 Utilities	14	MbPA will provide the raw power for the Access control and surveillance equipment free of cost. Provision of UPS etc. shall be done by the contractor. Water and electricity at the licensed premises will be provided by the Port to the operator on payment of charges at the prevalent rate fixed by MbPA subject to availability.	We request MbPA to provide Water and Electricity at all locations for the Access Control and Surveillance equipment supplied and installed under this Contract free of Cost.	MbPA shall provide water and electricity to the contractor on free of cost during the contract period for operation. However, during the construction period water and electricity shall be supplied to contractor on payment as per the prevailing rate.
27	5. Scope of Work	22	All registration counters should have good aesthetic (coloring, lighting, sufficient ergonomic sitting, AC for one VIP room with good sitting arrangements) look by providing painting, plants, and vending machines for beverages on chargeable basis.	How many Registration Counters are currently operational and how many required in the new System? Can MbPA please share the Size and Layout of the Registration Counters to estimate the Cost of re-furbishment of those Counters	i) Shifting of Gate with ACS and CCTV system in the scope of contractor (except civil work) without any financial implication during the contract period. ii) Registration Counter shall be provided only three gates viz.- Orange Gate, Yellow Gate and Pirpau. a) Orange Gate iii) Any additional gates to be commissioned by MbPA and same shall be integrated with your system and will maintain by you during the contract period. However, the additional cost will be finalised mutually for manning, integration part and O&M period. However, Shri Potdar is requested to confirm from the concerned Official regarding planning of future Gates during next 10 years.
28	4.16. Other Conditions	27	(h) Dock Entry Permits (DEP) to the licensee and his employees would be issued on completion of requisite formalities by the licensee and on payment of charges.	We request MbPA to allow issue of Dock Entry Permits (DEP) to the staff of the Licensee free of Cost.	Contractor issue the gate passes free of cost for Port Officials/Employees including the Contractor staff/Officer for the subject work.

29	5. Scope of Work	22	Necessary interfacing with MBPA LAN/WAN. It shall be the responsibility of the contractor to have necessary interconnectivity/cabling between the switches at the gate end, Controllers, Turnstile Barrier, Boom Barrier, Biometric Readers, Long Range Readers, Face Recognition camera, ANPR camera, Surveillance camera and server end. The alternate / redundant network with all necessary network switches should be provided by the bidder.	Kindly clarify on the below points. 1. Is a Fiber Network already laid and existing with MbPA covering all Gates and other locations? 2. Is the Bidder supposed to lay a separate Fiber Network for the new System, or the existing Network can be utilized? 3. Can the Bidder use any spare Fibers in the existing Fiber Cable instead of laying a completely new Fiber network? 4. Is the existing Network to be used for Access Control and separate Network to be laid for Surveillance? 5. Can MbPA provide a Layout diagram of the existing Fiber Network laid in the Port?	1) The contractor shall provide CCTV with RF and all accessories for existing and proposed locations which shall be connected to the Yantra Bhawan. The selection of RF/Wireless updated technology device to be provided with CCTV camera to sustain the technology and storage capacity for next 10 years. 2) Providing ACS and CCTV System at all the existing gates connected with proposed fibre network and RF and the same shall be connected with Yantra Bhawan. 3) The contractor shall provide CCTV Camera for all the existing and proposed locations including all the Gates at Docks, Pimpri and Jawahar Dweep in such a way that the complete area should be covered. 4) The contractor shall provide the fiber and RF network to be used for ACS and surveillance for all the gates. 5) The contractor shall make an arrangement through RF in such a way that the ACS and CCTV system shall be connected from Pimpri to PCC. 6) The contractor shall also keep provision for providing display of the PCC at three locations i.e. ABB and other two location shall be finalised during execution. 7) The contractor shall make arrangement for proposed PCC room and same shall be connected to PCC (with dual network) and cloud.
30	Detail Scope Of Work	30	IACASS should be developed to authenticate People by finger scan linked to Aadhar UIDAI and Vehicle by FASTag ID / ANPR Camera and Vahan / Sarathi DB of govt. Service to be taken by contractor in the name of MbPA. MbPA will pay the charges as billed by service provider. Charges to be paid by the contractor and subsequently billed to MbPA at actuals.	The BOQ mentions Face Recognition Readers. So do we authenticate using finger scan or face recognition? Kindly clarify.	Primary method of authentication shall be face recognition and/or finger print scanning for people. For Vehicle the authentication shall be based on Fast tag ID and Automatic Number Plate Recognition (ANPR).
31	Detail Scope Of Work	31	ANPR Camera / FASTag based id / QR code is given to different Vehicles trucks, Trailers, Cargo handling Equipment. Vehicle who doesn't have FASTag, and for LMV's, Two Wheelers, and Tempos the RFID tags / QR code will be given. Different types of Vehicle permits can be issued through an online web based system.	In cases where Vehicle does not have FASTag, if RFID Tag is to be issued to the Vehicle, who will pay for the RFID Tag? Kindly clarify.	Tender condition prevails.
32	Detail Scope Of Work	31	All people including Employees should be registered for finger biometric, which will be authenticated by Aadhar UIDAI and also for Face Recognition process before the issuance of Employee Cards or Permits.	Authentication with Aadhar is chargeable and the current Cost is Rs. 20/- per authentication request. This Cost may go up in the next 10 years of the License period. The current Cost is higher than the SOR rate for a Daily Visitor Entry Pass, thereby making it commercially un-viable. We request MbPA to remove the need for Aadhar authentication with UIDAI Website/App.	Authentication initiation of UIDAI/ANPR/Vahan shall be responsibility of MbPA. However, integration of the authentication facility shall be in the scope of Contractor for all the future activity.
33	Detail Scope Of Work	31	All vehicles follow the standard number plate as per RTO, we need to ensure that they have such number plate before doing the registration or issuing the permit.	Kindly Clarify how Bidder should ensure that Vehicles use Standard Number Plates as per RTO guidelines. Should entry be denied to Vehicles with non-standard number plates? Kindly clarify.	ANPR + Fast Tag to be used.
34	Detail Scope Of Work	32	For all people (excluding employees) and vehicle QR code will be generated which needs to be authenticated while entering the MBPA premises	As per the System design Employees and Port Users will be authenticated using Face Recognition and Vehicles will be authenticated using a combination of FASTag and ANPR. So what is the requirement for QR Code? Kindly elaborate.	QR code will have the details of Permit and duration with photo, which will be authenticated, its one of additional option to authenticate, which will be given on his registered mobile.
35	Detail Scope Of Work	31	Vender to ensure that Location of Servers / Internet lease line requirement along with Disaster recovery (DR). DR Server should be on cloud.	We understand that MbPA desires to have DR on the Cloud. DR Server for the Port Access Control System can be on the Cloud but the Failover Server for Surveillance will have to be on premise due to bandwidth constraints and limitations. Kindly clarify if the same is acceptable to MbPA.	All Secondary server to be placed at the site and same shall be connected at the Port Command Centre (PCC) which will be connected with Disaster Recovery (DR) Server at cloud and also connect to the Port Server room with necessary accessories. The network connectivity of the above arrangement shall be done with provision for redundancy (Fibre+RF).
36	Detail Scope Of Work	32	All vehicle gates will have ground scanner installed, which will scan the bottom part of the vehicle and image will be displayed on the gate display unit for examination.	We assume MbPA is looking for a Under Vehicle Surveillance System (UVSS) as part of this requirement? How many Vehicle Gates to be covered by Ground Scanners? Kindly clarify.	All the Gate (except Blue Gate) shall be equipped with ground scanner.
37	Annexure 1 - Expected Minimum Capital Investments by the contractor	40 and 41	BOQ of Items to be Installed for IACASS	Does Bidder have to comply with this BOQ and provide all the items or Bidder can prepare the BOQ as per their Solution Design to meet the Functional Requirements of the Port outlined in the RFP?	BOQ mentioned in the RFP is indicative however, the successful contractor make complete layout plan with equipment and networking for complete Port area including Pimpri and Jawahar Dweep alongwith all gates. the plan alongwith the quantity shall be approved by the engineer of the contract before procurement action i.e. thirty days from award of Lol.

38	Annexure: II - CCTV and ACCESS Control OEM Selection Criteria	42	2. OEM should have implemented more than 10 Airport/ Ports/ Critical Infrastructure Project Globally.	This Clause is restrictive and will not allow a lot of OEM's to participate. We suggest amending this as below "OEM should have implemented more than 10 Smart City / Airport / Ports / Oil&Gas / Critical Infrastructure Project Globally, or any combination of those."	Tender Condition prevails
39	PRICE BID	Price Bid	2) I/we accept to collect the charges alongwith GST from Port Users and remit the GST to the Tax Authority on our share of revenue and shall furnish copy of remittance of the same to MbPA. I/we also accept to make payment of share of revenue alongwith GST to MbPA till the 7th day of succeeding month.	It is mentioned elsewhere in the RFP that the payment of Port Charges as per SOR has to be credited to a Bank Account designated by MbPA through the Online Payment Gateway. Kindly Clarify in detail on this. Will the revenue be credited to Bidder's Account and then remitted to MbPA as per the Revenue Share percentage?	All payments will be come directly to MbPA account only and the payment to the contractor shall be released as per the payment terms.
40	BIDDING PROCEDURE	3.1 Pre-Qualification Criteria Financial Criteria	c) Solvency Certificate for Rs.400 lakhs from any Scheduled Banks.	Bidder has been asked to submit Annual Turnover, Profit and Loss statements, Balance Sheet and Auditor's report for the last three years, Requesting to also consider CA certificate for Capital In hand.	Tender clause is deleted.
41	Annexure – IV - Service Level Agreement (SLA's) & Penalties	53	3 Accuracy of ANPR/RLVD/Face Recognition System As per SLA Rs.1000/- per instance	What is the Accuracy of ANPR/Fastag Reader/Face Recognition System which is desired and will be used as a SLA for determining SLA adherence and penalties? There is no accuracy mentioned in the SOW. Typically a ANPR System will provide accuracy of around 95% in daytime with Standard English Number plates and around 85% in night with Standard English Number plates. Also for 2 Wheelers this accuracy will drop to <90% in day time and < 80% at night. Request you to define the SLA accordingly.	Please refer Sr. No. 55 of General Terms and Conditions.
42	Annexure – IV - Service Level Agreement (SLA's) & Penalties	53	1 Availability/Uptime of End Points like CCTV camera/ Wi-Fi APs/ LED Display panel/ IOT sensors etc. 98.00% 98.00% or Better= NIL • 97.50% to 97.99%=Rs.68000 for QP • 96.00 to 97.49% = 1.37 lakh for QP • 94.00 to 95.99% = 2 Lac for QP • Less than 95% = 6.8 lac for QP	The SLA required of 98% is too high as these equipments are going to be installed in an Outdoor environment in harsh weather because of saline conditions. We would therefore request you to reduce the SLA to 95% so that the Bidder/Contractor is not unnecessarily penalized. The penalties defined are too high for the Quarterly SLA measurement. This will lead to the Bidder losing a lot of money during the License period. The project requires huge investment and any penalty which impacts the Bidders projected Cash Flow will make the project un-viable for the Bidder. We request you to consider the below Penalty Structure for all SLA breaches. • 94.00% to 94.99% : Rs.5000 from QP • 92.00 to 93.99% : Rs.10000 from QP • 90.00 to 91.99% : Rs.15000 from QP • Less than 90% : Rs.20000 from QP	Please refer Sr. No. 55 of General Terms and Conditions.
43	Annexure – IV - Service Level Agreement (SLA's) & Penalties	53	2 Not keeping required Manpower As per SLA Management level staffs like PM/ Manager: 5000/- per day per person for un-sanctioned/ non-reporting • All other staffs: 1000/- per day per person for unsanctioned/ non-reporting • Above charges are in addition to deduction of actual wages for the period of absence based on the rate schedule	This SLA is leading to double penalty due to deduction of Wages + Penalty. While the Bidder/Contractor will make every effort to ensure manpower as per Contract is available every day, however sudden sickness or other issues may lead to manpower absences. Levying such double and high penalties will lead to the Bidder losing a lot of money during the License period. The project requires huge investment and any penalty which impacts the Bidders projected Cash Flow will make the project un-viable for the Bidder. We suggest the below Not keeping required Manpower as per SLA • Management level staffs like PM/ Manager: 2000/- per day per person for un-sanctioned/ non-reporting • All other staffs: 500/- per day per person for unsanctioned/ non-reporting	Please refer Sr. No. 55 of General Terms and Conditions.

44	Annexure – IV - Service Level Agreement (SLA's) & Penalties	53	4 Delay in resolution of support/incidents for the devices installed by the bidder Level 1: Rs.34000 of QP for every 2 Hours Delay in resolution. • Level 2: Rs.34000 from QP for every 3 Hours delay in resolution; • Level 3: Rs.34000 from QP for every 6 Hours delay in resolution • Level 4: Rs.34000 of QP for every 8 Hours delay in resolution	This is again a case of double penalty. Bidder will be penalized for Equipment downtime and in addition for not resolving the incident. The penalties defined are too high for the Quarterly SLA measurement. This will lead to the Bidder losing a lot of money during the License period. The project requires huge investment and any penalty which impacts the Bidders projected Cash Flow will make the project un-viable for the Bidder. We request you to consider the below Penalty Structure for all SLA breaches. • Level 1: Rs.5000 of QP for every 2 Hours Delay in resolution. • Level 2: Rs.5000 from QP for every 3 Hours delay in resolution; • Level 3: Rs.5000 from QP for every 6 Hours delay in resolution • Level 4: Rs.5000 of QP for every 8 Hours delay in resolution	Please refer Sr. No. 55 of General Terms and Conditions.
45	Annexure – IV - Service Level Agreement (SLA's) & Penalties	53	5 Time Line for Retrieval from the Storage Maximum 1 Hours for per request is allowed • Rs 68000 from QP for every instance of delay beyond 1- hours • Note: Data Retrieval Request Through a Request Log Mechanism	The penalties defined are too high for this SLA metric. This will lead to the Bidder losing a lot of money during the License period. The project requires huge investment and any penalty which impacts the Bidders projected Cash Flow will make the project un-viable for the Bidder. We request you to amend this as below Maximum 1 Hours for per request is allowed • Rs.10000 from QP for every instance of delay beyond 1- hours • Note: Data Retrieval Request Through a Request Log Mechanism	Please refer Sr. No. 55 of General Terms and Conditions.
46	Annexure – IV - Service Level Agreement (SLA's) & Penalties	53	6 Uptime of all IT components & services under scope 98% (at each individual component level) • For each component 97.00-97.99 – Rs. 10000 from QP; 96.00-96.99 – Rs. 15000 from QP; 95.00-95.99 – Rs. 20000 from QP;	The penalties defined are too high for this SLA metric. This will lead to the Bidder losing a lot of money during the License period. The project requires huge investment and any penalty which impacts the Bidders projected Cash Flow will make the project un-viable for the Bidder.	Please refer Sr. No. 55 of General Terms and Conditions.
47	Annexure – IV - Service Level Agreement (SLA's) & Penalties	53	7 Uptime of all non-IT Components & services under scope 98.741% (at each individual component level) • For each component 97.00-97.99 – Rs. 10000 from QP; 96.00-96.99 – Rs. 15000 from QP; 95.00-95.99 – Rs. 20000 from QP;	The penalties defined are too high for this SLA metric. This will lead to the Bidder losing a lot of money during the License period. The project requires huge investment and any penalty which impacts the Bidders projected Cash Flow will make the project un-viable for the Bidder.	Please refer Sr. No. 55 of General Terms and Conditions.
48	Annexure – IV - Service Level Agreement (SLA's) & Penalties	54	8 Security Breach As per SLA • 2 lac from QP for every 30 Minutes delay in detection and additional 1.37 lac for every 1 hr. delay in the mitigation of security breach	While the Bidder will take all precautions to ensure there is no Security breach, but zero day vulnerabilities in devices, OS and Database from standard OEM's may lead to a Security breach which can take anything from a few hours to a few days to fix. Levying such huge penalties makes the project completely un-viable and will lead to huge losses for the Bidders. We request you to consider the below Penalty Structure for all SLA breaches. • 5000 from QP for every 60 Minutes delay in detection and additional 5000 for every 2 hr. delay in the mitigation of security breach	Please refer Sr. No. 55 of General Terms and Conditions.
49	Annexure – IV - Service Level Agreement (SLA's) & Penalties	54	9 Request Resolution (DC) As per SLA • Level 1 Incident Rs.68000 from QP for every 2 hr. delay in resolution; Level 2 Incident Rs.68000 from QP for every 12 Hr delay in resolution; Level 3 Incident Rs.68000 from QP for every 18 hrs. delay in resolution	This is duplication of penalty. This point is already covered in Sr. No. 4 - Delay in resolution of support/incidents for the devices installed by the bidder. Request you to kindly delete this SLA parameter	Please refer Sr. No. 55 of General Terms and Conditions.
50	Annexure – IV - Service Level Agreement (SLA's) & Penalties	54	10 Incident Resolution (DC) As per SLA level 1 Incident Rs.68000 from QP for every 2 hr delay in resolution; Level 2 Incident Rs.68000 from QP for every 6 Hr delay in resolution; Level 3 Incident Rs.68000 of QP for every 12 hrs delay in resolution	This is duplication of penalty. This point is already covered in Sr. No. 4 - Delay in resolution of support/incidents for the devices installed by the bidder. Request you to kindly delete this SLA parameter	Please refer Sr. No. 55 of General Terms and Conditions.

51	Annexure – IV - Service Level Agreement (SLA's) & Penalties			In general, the SLA's defined are very stringent and the penalties humongous considering the huge Port area to be covered, the Port environment and the type of Vehicular and Pedestrian traffic moving through the Port. These stringent SLA's and the huge penalties attached to them will make the Bidder/Contractor lose a large amount of money every Quarter, thereby making the project un-viable for him.	Please refer Sr. No. 55 of General Terms and Conditions.
52	General			For such a large value Tender, where the Bidder investment is upwards of Rs. 15Cr and Revenue over 10 years is likely to be more than Rs. 50Cr, MbPA should ask for a minimum Qualification Criteria in terms of Average Annual Turnover of Bidder should be more than Rs. 15Cr. Otherwise how will the Bidder invest Rs. 15Cr to Supply and Install the Equipment and manage the System over the initial few years. We request MbPA to ask for a Minimum Average Annual Turnover of Rs. 10Cr.	Tender condition prevails.
53	General		Last Date & Time for online submission of Bid : Upto 1500 hrs on 13-06-2024	We request MbPA to extend the Bid Submission deadline by 2 weeks to enable Bidders to prepare a Comprehensive and competitive Bid.	Please refer issued corrigendum.
54	General Terms and Conditions				1) The complete system both ACS and CCTV to be maintained 98% availability on quarterly basis. If the system will be down below 98% penalty will be imposed at Rs. 10,000, per instance. However, the penalty should not be three consecutive quarter, if it then Termination Clause may be referred. 2) The contractor shall supply the material in such a way that it shall sustain over the contract period of 10 years and required all the statutory clearances with latest upgrades. 3) If, MbPA Officials observed any sub-standard materias , the same shall be replaced as per directions.
55	Revised SLA				Revised SLA prepared by the Department is at Appendix - II.
56	Revised Technical Specification of CCTV				The revised Technical Specification of the CCTV is at Appendix - I
57	Power of Attorney				The Power of Attorney shall be executed on Rs.500/- stamp Paper.
58	Main Control Room				Contractor shall upgrade the existing control room considering the same as main control room. The consolidate CCTV and Access control System footage of Docks area, Pirpau and Jawahar dweep. The main control room shall be updated inline with the corporate aesthetics including Airconditioning, furnitures, access control, etc.