

MUMBAI PORT AUTHORITY  
TENDER NO. : MEED/EDP/233/2024

Corrigendum 1

Build, Operate and Maintain Integrated Access control and Surveillance system of Mumbai Port Authority  
on revenue share basis for a period of 10 years

S. No.	Reference in Bid Document/RFP	Page Number	Content in RFP requiring Clarification	Clarification being sought by the bidder	Reply from MbPA
1	Annexure – IV - Service Level Agreement (SLA's) & Penalties	106	2 Not keeping required Manpower As per SLA Management level staffs like PM/ Manager: 5000/- per day per person for un-sanctioned/ non-reporting <input checked="" type="checkbox"/> All other staffs: 1000/- per day per person for unsanctioned/ non-reporting <input checked="" type="checkbox"/> Above charges are in addition to deduction of actual wages for the period of absence based on the rate schedule	1	2.9 Pre-Qualification Criteria:

2	Annexure – IV - Service Level Agreement (SLA's) & Penalties	106	3 Accuracy of ANPR/RLVD/Face Recognition System As per SLA Rs.1000/- per instance	Typically a ANPR System will provide accuracy of around 96% in daytime with Standard English Number plates and around 90% in night with Standard English Number plates. Also for 2 Wheelers this accuracy will drop to <90% in day time and < 85% at night.  Request you to define the SLA accordingly.	Accuracy must be minimum hall be 90% during day time and 85% during night.
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3	Annexure – IV - Service Level Agreement (SLA's) & Penalties	106	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 unviable 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	The clause is amended as:  4 Delay in resolution of support/incidents for the devices installed by the bidder 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
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4	Annexure – IV - Service Level Agreement (SLA's) & Penalties	106	<p>5</p> <p>Time Line for Retrieval from the Storage</p> <p>Maximum 1 Hours for per request is allowed</p> <ul style="list-style-type: none"> <li>Rs.68000 from QP for every instance of delay beyond 1- hours</li> <li>Note: Data Retrieval Request Through a Request Log Mechanism</li> </ul>	<p>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.</p> <p>We request you to amend this as below</p> <p>Maximum 1 Hours for per request is allowed</p> <ul style="list-style-type: none"> <li>Rs.10000 from QP for every instance of delay beyond 1- hours</li> <li>Note: Data Retrieval Request Through a Request Log Mechanism</li> </ul>	<p>Clause is amended as:</p> <p>5</p> <p>Time Line for Retrieval from the Storage</p> <p>Maximum 1 Hours for per request is allowed</p> <ul style="list-style-type: none"> <li>Rs.10000 from QP for every instance of delay beyond 1- hours</li> <li>Note: Data Retrieval Request Through a Request Log Mechanism</li> </ul>
5	Annexure – IV - Service Level Agreement (SLA's) & Penalties	106	<p>6</p> <p>Uptime of all IT components &amp; services under scope 98.741% (at each individual component level)</p> <p>☒ For each component</p> <p>97.241 - 98.741 – Rs.1.37 lac from QP;</p> <p>97.241 - 96.241 – 2.74 lac from QP</p> <p>And so on If the uptime goes below 95.741, additional penalty of 1.37 lac will be deducted from QP for each slab</p>	<p>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.</p> <p>We request you to amend this as below</p> <p>☒ For each component</p> <p>98.00-98.741 – Rs. 10000 from QP;</p> <p>97.00-97.99 – Rs. 15000 from QP;</p>	<p>The clause is amended as :</p> <p>6</p> <p>Uptime of all IT components &amp; services under scope 98.741% (at each individual component level)</p> <p>☒ For each component</p> <p>97.241 - 98.741 – Rs.10000 from QP;</p> <p>97.241 - 96.241 – Rs.15000 from QP</p> <p>And so on If the uptime goes below 95.741, additional penalty of 10000 will be deducted from QP for each slab</p>
6	Annexure – IV - Service Level Agreement (SLA's)	107	<p>7</p> <p>Uptime of all non-IT Components &amp; services under scope</p>	<p>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</p>	<p>The clause is amended as</p> <p>7</p>

	& Penalties		<p>98.741% (at each individual component level)</p> <p>₹ 98.249-98.749 – 68000 from QP; 97.749-98.249 – 1.37 lac from QP And so on If the uptime goes below 96.749%, additional penalty of Rs.68000 will be charged on QP</p>	<p>investment and any penalty which impacts the Bidders projected Cash Flow will make the project un-viable for the Bidder.</p> <p>We request you to amend this as below</p> <p>₹ For each component 98.00-98.741 – Rs. 10000 from QP; 97.00-97.99 – Rs. 15000 from QP;</p>	<p>Uptime of all non-IT Components &amp; services under scope 98.741% (at each individual component level)</p> <p>₹ 98.249-98.749 – Rs.10000 from QP; 97.749-98.249 – Rs.15000 from QP And so on If the uptime goes below 96.749%, additional penalty of Rs.10000 will be charged on QP</p>
7	Annexure – IV - Service Level Agreement (SLA's) & Penalties	107	<p>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</p>	<p>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</p>	<p>The clause is amended as</p> <p>8 Security Breach As per SLA Rs. 5000 from QP for every 30 Minutes delay in detection and additional for every 1 hr. delay in the mitigation of security breach.</p>
8	Annexure – IV - Service Level Agreement (SLA's) & Penalties	107	<p>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</p>	<p>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</p>	<p>Clause is deleted</p>

			Hr delay in resolution; Level 3 Incident Rs.68000 from QP for every		
9	Annexure – IV - Service Level Agreement (SLA's) & Penalties	107	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	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	Clause 10 is deleted