

COCHIN PORT AUTHORITY**Pre Bid Queries and CoPA's responses thereon**

Name of Work: "IMPLEMENTATION (SUPPLYING, INSTALLING, TESTING AND COMMISSIONING) OF FASTAGBASED TOLL FEE COLLECTION SYSTEM AT COPA AND ITS OPERATION AND MAINTENANCE ON REVENUE SHARING MODEL FOR 5 YEARS"

Sl. No.	Tender Clause	Page No.	Subject	Bidder's Query / Clarification required	Department's Reply / Clarification
BIDDER I					
1	Instructions to Tenderers Clause 5	14	The Minimum Guaranteed Revenue is arrived based on the actual income received including daily cash collection from Toll Booths and amount collected through yearly/ half yearly/ quarterly/ monthly passes issued by Cochin Port Authority on payment by customers from the month of October, 2023 onwards and after considering the anticipated expenses for manning the toll booths, miscellaneous expenses and reasonable profit to the contractor.	Requested to share the monthly revenue details from October 2023 till date, including toll collections, parking collections, pass revenue, exemptions, and daily traffic statistics. This information is essential to accurately estimate the CAPEX recovery period, OPEX, ROI, and to submit a competitive revenue-sharing bid. Without historical revenue data, there is significant uncertainty in evaluating the financial viability of the project.	Details will be shared as Addendum No.5.
2	General Information Clause 4	9	Locations (i) Toll Gate on IGRoad, near CIFT Junction, Willingdon Island. (ii) Toll Gate on Bristow Road, Near Vathuruthy, Willingdon Island. (iii)Ro-Ro jetty near Q10 Wharf in Willingdon Island.	Kindly provide the number of entry lanes, exit lanes, parking lanes, and toll booths at each of the three locations. This information is required to accurately estimate the Bill of Materials (BOM), network architecture, hardware quantities, and implementation cost.	Site Visit may be conducted.

3	Special Conditions Clause 6	35	The toll/parking charges may be revised by the COPA during the contract period. Notwithstanding anything contained in the tender, if COPA revises the Toll Charges/Parking fee during the contract period, the contractor should remit the equivalent percentage (%) of the increase in MGR of Rs.6 lakh per month and % over and above MGR quoted by the Contractor for the remaining period of contract.	We request the Tender Committee to review and delete this clause. The contractor already bears increasing operational costs due to annual revisions in minimum wages, inflation, AMC, software maintenance, and hardware replacement. The MGR and quoted revenue-sharing percentage should remain unchanged throughout the contract period. Any increase in revenue resulting from revised toll/parking charges should benefit both CoPA and the contractor proportionately, enabling recovery of increased operational expenses.	Tender Conditions will Prevail.
4	Scope of Work Technical Clause XXI	40	After the completion of the contract period, the whole system shall be returned to CoPA in working/ good condition as per inventory list. Defects, if any shall be rectified before handing over.	Since this is a Revenue Sharing (BOT/BOM) model, we request CoPA to review this clause. The ownership of hardware, software licenses, networking equipment, servers, and other assets procured by the contractor should remain with the contractor upon completion of the contract period unless specifically purchased by CoPA at mutually agreed depreciated value.	Clause changed as : ñThe ownership lies with contractor, while all data stored, processed or generated through the hardware shall be the sole property of CoPA.
5	General Information Clause 1	8	The contractor shall collect toll charges and parking charges as approved by COPA for the use of roads/areas in Willingdon Island by implementing FASTag-based Toll fee collection at locations specified hereinafter. The period of contract is for 60 months where initial 4 months will be given for SITC of FASTag based Electronic Toll Collection (ETC) system from the date of commencement of work. During the implementation period existing system of Toll collection	Kindly confirm whether the existing toll booths, barriers, civil infrastructure, cabins, networking, UPS, boom barriers, and electrical systems are in working condition and can be reused. Please share the inventory available at each location.	Civil Structure could be used. There is no UPS at present. Electricity and Water being provided by CoPA on chargeable basis. Also Site Visit may be conducted.

			shall be operated as per the existing system. The tenderer shall commence the work within a period of 7 days from the date of receipt of letter of Acceptance (LoA).		
6	General Information Clause 2	8	Toll and parking charges should be collected directly to HDFC Bank Account (No.50100648518011, IFSC Code HDFC0001222, W/Island Branch), maintained by Cochin Port Authority or any designated bank account which if needed to be opened by CoPA in authorised FASTag operator bank. Collection of Toll & Parking charges would also be made via QR Code/ POS Machine/ UPI only in case of non availability of FASTag registration / Insufficient Balance in FASTag with the user and Cash can be collected only if both the methods have failed or in case of operational failures	Please clarify whether the contractor will receive real-time access to bank transaction statements and FASTag settlement reports for reconciliation and invoicing purposes.	Bank Statement of collection made on monthly basis would be provided to contractor.
7	Scope of Work Technical Clause III	38	The Contractor shall provide Toll Management Software integrated with FASTag (NETC), banking systems, and parking operations	Kindly confirm whether NPCI/IHMCL integration APIs, acquiring bank support, and FASTag ecosystem integration will be facilitated by CoPA or shall be arranged entirely by the contractor.	The Contractor shall arrange Toll Management Software integrated with FASTag (NETC), banking systems, and parking operations as per bid (Refer Technical Bid Page No: 37 to 44)
8	Scope of Work Technical	37-40	Integration	Kindly specify whether integration is required with ERP, SAP, CCTV, ANPR, Access Control, VMS, Finance System, or any third-party applications, and whether APIs will be provided by CoPA.	Yes required, Integration has to be done by the contractor using mutually agreed API parameters

Addendum/Corrigendum No. 2B

9	Scope of Work Technical	37-40	Network Connectivity	Please clarify whether network connectivity between all toll locations will be provided by CoPA or needs to be established by the contractor.	The Contractor need to establish LAN connectivity as per bid (Refer Technical Bid Page No: 43, Point 24)
10	General Information Clause 6	8-9	Power Supply	At the locations of the toll booths, Electric power required for the work can be supplied by the department from the nearest existing line of the Port Authority at prevailing rates and water required for the work shall be arranged by contractor at his own cost. All the major maintenance of the toll buildings will be undertaken by CoPA(On need Basis). The contractor shall carry out the routine upkeeping of the building and running minor maintenance at its own cost.	Electricity will be provided by CoPA. Backup power is to be arranged by contractor at his cost.
11	GENERAL		Penalties	Please provide the complete SLA matrix, uptime requirements, response time, resolution time, and penalty calculations applicable for system downtime.	Details will be shared as Addendum No.4.
12	GENERAL		Payment Terms	Kindly clarify whether the contractor will receive payment within 15 days irrespective of disputes, and whether delayed payments beyond the stipulated period will attract interest.	Possible steps would be taken to settle the payments as stipulated. However, CoPA will not pay interest on delayed payments.

Addendum/Corrigendum No. 2B

13	GENERAL		GST	Please clarify the GST applicability on revenue sharing and MGR and whether GST will be paid over and above the quoted revenue share.	GST will not be applicable on Revenue Share/MGR. Over and above of MGR /Revenue Share collected, GST would be attracted.
14	GENERAL		Traffic Expansion	In the event CoPA introduces additional toll plazas, lanes, or parking locations during the contract period, kindly clarify the commercial mechanism for additional CAPEX, OPEX, and revenue sharing.	There will be no additional Toll Plazas introduced within the Tender Period.
15	GENERAL		Force Majeure	Kindly clarify whether the contractor will receive suitable compensation or relaxation in MGR obligations during force majeure events, natural disasters, strikes, pandemics, or government restrictions affecting traffic volume.	Force majeure Clause not included in Tender Document, hence not applicable. However, department may decide force majeure as per OM issued by MoPSW
16	GENERAL		Early Termination	In case of contract termination by CoPA without contractor default, kindly clarify the compensation mechanism for the unrecovered CAPEX, software licenses, and infrastructure investments made by the contractor.	There shall be no compensation. Contractor will be allowed to takeover the equipments and items owned by them.
17	GENERAL		Hardware Ownership	Kindly clarify the ownership of all hardware and software procured during the contract period, including replacement equipment installed under maintenance.	The ownership lies with contractor, while all data stored, processed or generated through the hardware shall be the sole property of CoPA Refer Technical Bid Page No: 35, Point No: 2 Refer Technical Bid Page No: 39, Point No: VIII, IX

Addendum/Corrigendum No. 2B

18	GENERAL		Source Code & IP	Kindly clarify whether CoPA expects ownership of the application source code, software intellectual property, and databases after completion of the contract.	The ownership lies with contractor, while all data stored, processed or generated through the Source Code & IPs shall be the sole property of CoPA Refer Technical Bid Page No: 35, Point No: 2 Refer Technical Bid Page No: 39, Point No: VIII, IX
19	GENERAL		Defect Liability & Warranty	Please clarify the warranty period applicable to newly supplied hardware and software and whether it overlaps with the five-year O&M period.	Defect Liability & Warranty for all hardware and software shall be for a period of 24 months (Two Years) from the date of acceptance. The Contractor is responsible for rectification, functioning and maintenance throughout the contract period without any additional cost to CoPA Contract Data Clause 14 also Modified accordingly, Will be intimated in Addendum No.4

**Sd/-
CHIEF ENGINEER**