



COCHIN PORT AUTHORITY

Willingdon Island, Kochi 682009

Kerala, India

TENDER DOCUMENT

FOR

PROTECTION AND INDEMNITY (P&I) INSURANCE FOR WRECK REMOVAL 2023-24

**(TENDER NO: FD/BUD/BLUE CARD INSURANCE/2023-24
DATED: 27.02.2023)**

**TENDER DOCUMENT FOR
PROTECTION AND INDEMNITY (P&I) INSURANCE
FOR WRECK REMOVAL 2023-24**

- Annexure A - P&I Application Form**
- Annexure B - Undertaking of the bidder**
- Annexure C - Service Level Agreement**
- Annexure D - Price Bid**
- Annexure E - Vessel Specifications**

Subject: Invitation of bids for Protection and Indemnity (P&I) Insurance for Wreck Removal of vessels owned by Cochin Port Authority (CoPA) for the year 2023-24

Bids are invited from P&I Clubs approved by DG Shipping of India and from IRDA approved Indian Public sector insurance companies for Protection and Indemnity Insurance cover for Wreck Removal of 3 vessels operated by Cochin Port Authority for the period from 19-03-2023 to 19-03-2024.

I. PORT BACKGROUND AND HISTORY

- Cochin Port is an all-weather port, located on the south west coast of India and close to the busiest International sea routes from Gulf to Singapore and Europe to Far East circuits.
- Cochin Port is just 11 NM from Gulf-Singapore Channel, and 76 NM from 9 Degree Channel from Europe to Far East.
- All other Indian Ports are much farther off the Trunk Routes, requiring longer sailing times from international maritime routes.
- Port was developed by cutting a navigational channel between Fort Cochin and Vypeen Island, linking the sea with backwaters.
- Willingdon Island which houses most of the Cochin Port facilities is a manmade island created from the sand dug out while cutting the channel and is named after Lord Willingdon, the former Madras governor, who was instrumental in implementing this project.
- Prior to the Second World War in 1939, this island had a deep wharf, rail and road bridge. Soon, a passenger jetty and customs house, a passenger platform and rail siding were constructed adjoining the Malabar hotel. This area was then procured by the Royal Air Force, which constructed a large aerodrome here, thus, making it a thriving military base. The Hotel served in providing quarters to all wartime staff and soon this building was joined by the old administrative block of Cochin Port
- Modern Port developed during the period 1920-1940 under the guidance of Sir Robert Bristow, the first Chief Executive of the Port.
- Port was formally opened in 1930 for entry of ships of 9.14m (30 feet) draft.
- Cochin declared a Major Port on 1st August, 1936 by Government of India.
- Mattancherry Wharf commissioned in 1939, Ernakulam Wharf in 1964.
- Administration vested with the Port Trust Board on 29-02-1964 under the Major Port Trusts Act, 1963 which was later repealed with Major Port Authorities Act, 2021 with effect from 03.11.2021

II. PORT CONNECTIVITY

Cochin Port is very well connected to its hinterland through a network of roads, railways and waterways.

➤ **National Highways:**

- The main North – South highway NH-07 is connected to Cochin via NH-47, which runs inland from Trichur and joins at Salem.
- The NH-47 also connects at Edappally with NH-17 which runs northwards along the coast of Mumbai.
- NH-49 4 lane National Highway link of length 17.20 Km connecting the Container Terminal to the NH network.

➤ **ROAD:**

Connected to the mainland through:

- two bridges on the Ernakulam Channel
- two bridges on Mattancherry Channel connecting to W. Kochi.
- one bridge on Mattancherry Channel connecting to Edakochi.

➤ **RAIL:**

- Port has direct access to the southern and national rail network.
- Network connecting Cochin to the cargo centers in the primary hinterland features the following important junctions: Shoranur, Quilon, Palghat, Kayamkulam, Thiruvananthapuram, Tirupur, Salem, Coimbatore, Nagercoil and Mangalore.
- W/Island is served by a broad gauge single line of 8 km. This line branches at Ernakulam from Shornur - Trivandrum main line. There is new railway bridge connecting the mainland and W/Island.
- An additional dedicated rail connectivity for the container terminal of length 8.83Km connecting to the rail network.

➤ **WATERWAYS:**

- Cochin lies on IW-3 (Kottapuram – Kollam, 181 Km long, ~2m deep). The port of Cochin is located around 33 km from Kottapuram. Short sea shipping connecting interior parts and non- major ports in Kerala utilizing NW3 and NW9.

III. PORT FACILITIES

- Total 20 Berths + 1 SPM
- Modern Container Terminal at Vallarpadam - 2 Berths (14.5 m draft).
- Ernakulam Channel: 5 General Cargo Berths (10m – 11m draft)+ 1 Fertilizer Berth (10.7m draft).
- Mattancherry Channel: 6 General Cargo Berths (9.14 – 10m draft) + 1 Liquid Berth (9.14 m draft) + 1 (UTL) Passenger Berth (5.30 m draft).
- 3 Liquid Terminals: Cochin Oil Terminal (12.5 m draft), North Tanker Berth & South Tanker Berth (9.14m draft).
- LNG Terminal at Puthuvypeen (12.5 m draft).
- 1 SPM at 10 Nm from Port (22.5 m draft)
- 1 Barge Jetty at Puthuvypeen

IV. INNOVATIONS/IMPROVEMENTS IN RECENT YEARS

- Adoption of Nautical Depth Concept for bringing large size vessels thereby saving on dredging cost.
- Modal shift of coastal cargo on road/rail to coastal shipping through aggressive marketing.
- Mustering of Pensioners through Jeevan Praman
- Digitalization of Port through implementation of ERP.
- Setting up a Septage Treatment Plant of capacity 100 cu. m./day, for treating the public septage of Kochi city in partnership with GoK
- Setting up of solar power plant of capacity 250 KWp on the roof top of residential buildings/ on UG tank- completed in 2018-19.
- Setting up Solar plants of capacity 350 KWp under RESCO model on the roof top of residential/ warehouses of CoPA- expected to be complete during 2023-24.
- Setting up of 1.5 MWp Floating solar panel under RESCO model –to be completed during 2023-24
- Adoption of Bio Digester (DRDO approved) technology for Toilets.

V. INITIATIVES TO REDUCE COSTS

- Streamlining the CISF security strength as per the requirement.
- Implementation of ERP helped the Port to continue the functioning without further addition of manpower.
- Adoption of Green Energy has brought down power cost substantially.

Location of the port is as available on Google Maps.

VI. INSTRUCTIONS TO BIDDERS

- (i) The P&I Insurance cover should contain only the wreck removal clause.
- (ii) The Insurer/ P&I club should issue appropriate blue cards for the wreck removal.
- (iii) Wreck removal liability should be covered upto the limits specified in the Annexure D – Price Bid.
- (iv) The P&I Insurer shall either be an IG Club or a company or firm approved by DG Shipping or The New India Assurance Company Ltd. with the approval being valid though out the period of the insurance cover.
- (v) The P&I Club should be minimum “A” rated and have minimum “A” rated security.
- (vi) Premium quoted shall be fixed and there shall not be any additional or supplementary calls.
- (vii) In case of foreign bidder, quotes shall be exclusive of any taxes in India.

- (viii) In case of a foreign bidder, Insurer shall provide tax residency certificate in their place of establishment.
- (ix) In case of a foreign bidder, Insurer shall provide a letter to the effect that they have no permanent establishment in India and that they are not tax residents of India.
- (x) In case of an Indian bidder/tenderer, Insurer shall quote clearly the applicable stamp duty and GST applicable to their quotes.
- (xi) Insurer/ P&I Club shall conduct a workshop on 'P&I Insurance' for the CoPA staff during the policy period.
- (xii) The rates quoted should be valid for a minimum period of 30 days.
- (xiii) CoPA is empowered with the right to accept or reject any or all or a part of any tender at their discretion, without assigning any reason.
- (xiv) All questions, disputes or differences arising under / out of, or in connection with the contract shall be subject to the exclusive jurisdiction of the place, from which the acceptance of the tender is issued.
- (xv) Offers not in compliance with the conditions above are likely to be rejected.
- (xvi) Maximum deductible should not exceed USD 1000 each accident or occurrence.

VII. SUBMISSION OF BIDS AND PROCEDURE FOR BID OPENING:

- (i) Bidder should submit the bid in soft copy through email at our email ID fa@cochinport.gov.in in accordance with the Price Bid documents and strictly as per the terms and conditions of the tender document. The same should reach us latest by 02:00 PM on 13th March, 2023. Bid should be digitally signed by the authorized signatory of the bidder. The file containing dully filled in bid documents should be invariably password protected and should either be in pdf or zip format. Cochin Port Authority will send an email to the respective insurance companies for sharing the password of the protected bid file at the time of opening of bid document and insurance companies shall have to share the password by separate email for enabling opening of the bid document. CoPA shall send the email seeking password to the same email IDs of the insurance companies from which the bids have been received. Bids not sent to us in password protected files shall be disqualified.
- (ii) The Commercial bid will be opened at 03.30 PM on 13th March, 2023. All the premium quotes will be aggregated to arrive at the final quote for comparison purpose. No tender Document will be accepted after 02:00 PM on 13th March, 2023.
- (iii) It is to be clearly understood that rates quoted by you are final and are strictly in accordance with applicable rules & regulations and that the insurers take full responsibility of verifying and evaluating the process parameters and the compliance of the warranties applicable for the rates quoted.

VIII. EVALUATION CRITERIA:

Evaluation will be made on the lowest rate quoted with the coverage as mentioned in the RFP document. It is not obligatory on the part of the management to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.

IX. SERVICING PARAMETERS:

The selected Insurance Company will have to execute a Service Level Agreement (SLA) as per the Annexure C.

The formal SLA is made part of the tender and need to be accepted unconditionally by the bidder.

X. OTHER TERMS & GUIDELINES:

- (i) The quote for the insurance policy should be absolute. No conditions shall be attached with the Bid. Any alternate quote/deviation etc. will render the bid invalid.
- (ii) The quote should be on Gross basis inclusive of all loading (as per IRDA) and discounts if any and GST should be shown separately.
- (iii) The decision of Cochin Port Authority as regards the acceptance or otherwise of the terms and conditions of the policy is final and binding on the Insurance Company. If the successful bidder does not agree with any of the terms and conditions of the policy then, the successful bidder will be disqualified.

XI. GENERAL INSTRUCTION TO BIDDERS:

- (i) No deviation from the Scope of cover, terms and conditions mentioned herein will be allowed. Bids received on the contrary are liable to be rejected.
- (ii) Bidders shall be ranked by appropriately weighing coverage and pricing described in the Commercial Bid.
- (iii) Bids received via Telegraph/fax/ as well as in envelopes will not be considered. Any bids received after the due date and time will not be considered.
- (iv) Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be signed and submitted along with the offer by the insurer in token of complete acceptance thereof.

- (v) Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the bidder who resorts to canvassing are liable to be rejected.
- (vi) The detail as called for in the bidding documents shall be filled in and completed by the Bidders in all respects and shall be submitted with requisite information and Annexure.
- (vii) If the space in any Pro-forma of bidding document is insufficient, additional pages shall be separately added. These pages shall be numbered and shall also carry the bidding document number and shall be signed by the Bidder.
- (viii) The bid document must be signed by the Authorized Signatory of the company stating his capacity.

XII. BID VALIDITY

Bid shall remain valid for acceptance for a period of 30 days from the date of opening of the Commercial Bid. The bidder shall not be entitled to modify, revoke or cancel his bid during the said period.

XIII. REJECTION OF TENDER AND OTHER CONDITIONS:

- (i) The acceptance of Tender will rest with Cochin Port Authority and does not bind Cochin Port Authority to accept lowest tender or any tender and reserves to itself full rights for the following without **assigning any** reasons whatsoever.
- (ii) To reject any or all the tenders.

XIV. COST OF BIDDING

All direct and indirect cost for production and submission of Bidder's quotation shall be to Bidder's account.

XV. BIDDER'S RESPONSIBILITY FOR QUOTATION

- (i) Although all details presented in this bid document have been compiled with all reasonable care, it is the bidder's responsibility to ensure that the information provided is adequate and clearly understood.
- (ii) Site visit, if any has to be done by bidder at its own expenses with prior intimation to Cochin Port Authority
- (iii) Entries in the price bid are the responsibility of the Bidder and no relief or consideration can be given for errors and omissions.

XVI. BID CLARIFICATION /AMENDMENTS

- (i) If bidders have any query related to the tender, they may send the same to the email id fa@cochinport.gov.in which will be replied through email only.
- (ii) Cochin Port Authority may issue clarifications/ amendments in the form of addendum/ corrigendum during bidding period and may also issue amendments subsequent to receiving the bids.
- (iii) For the addendum / corrigendum issued during the bidding period, bidders shall confirm the inclusion of addendum / corrigendum in their bid. For clarifications issued by Cochin Port Authority subsequent to receiving the bids the Bidder shall confirm receipt and for any impact on the quoted prices, the Bidder shall follow the instructions issued along with addendum / corrigendum.
- (iv) Bidders shall examine the Bidding documents thoroughly and submit to Cochin Port Authority any apparent conflict, Discrepancy or error. Cochin Port Authority shall issue appropriate clarification, or amendment, if required. Any failure by Bidder to comply with the aforesaid shall not excuse the Bidder from performing the services in accordance with the agreement if subsequently awarded the contract.
- (v) The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the FA & CAO, Cochin Port Authority, thereon shall be final and binding upon all parties.
- (vi) If the bidders find discrepancies or omission or have any doubt as to the meaning or intent of any part thereof, they shall write to FA & CAO, Cochin Port Authority through email at fa@cochinport.gov.in who will send a written explanation to all bidders.

XVII. CONFIDENTIALITY OF DOCUMENTS

Bidders shall treat the bidding documents and contents therein as strictly confidential. If at any time, during the bid preparation period, Bidder decides to decline to bid; all documents must be immediately returned to Cochin Port Authority.

XVIII. CURRENCIES OF BID AND PAYMENT

Currencies for bid and payment shall be in US Dollars only.

XIX. ARBITRATION

In the event of any dispute arising out of this contract, it is hereby agreed to settle the dispute amicably by mutual discussions/ negotiations. In the event of failure of mutual discussions / negotiations the matter can be referred to Arbitration as provided herein below. The Cochin Port Authority shall appoint a sole arbitrator to resolve the dispute. The award of the Arbitrator so appointed shall be final and conclusive and binding on all parties to the Agreement subject to the provision of Arbitration and Conciliation Act, 1996 as amended from time to time or any statutory re-enactment thereof for the time being in force. The Arbitrator shall decide by whom and in what proportions the Arbitrator's fees as well as cost incurred in Arbitration shall be borne. The Arbitrator may, with the consent of the parties extend the time, from time to time, to make and publish award as the case may be. The venue of Arbitration shall be Ernakulam.

XX. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at ERNAKULAM having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

APPLICATION FOR SHIPOWNERS P&I INSURANCE

Explanation

Application for Insurance

When signing this form, you confirm acceptance of the Company's terms and conditions, as agreed. The content of the Company's completed questionnaire, information provided by the Assured and/or his broker during the quotation or renewal stage of the insurance contract will form part of the insurance contract.

Joint-Assureds and Co-Assureds

You are requested to provide information about Assureds, Joint-Assureds, Co-Assureds and/or Affiliates. We would like to draw your attention to our Policy Wording Sections and Definitions concerning defining Assureds, Joint-Assureds, Co-Assureds, Affiliates and Fleet entries. Managers are Joint-Assureds. Assureds or Joint-Assureds named in the Certificate of Insurance shall be jointly and severally liable in respect of premiums and any other sums due to the Company, also for any or all vessels forming part of a Fleet. A Co-Assured shall not be liable for amounts due to the Company by the Assured, unless they approach the Company for cover in which case they will be jointly and severally liable to pay all amounts due to the Company.

For fleet entries and/or multiple Joint-Assureds and/or Co-Assureds please use additional sheets to provide the complete info required by this application form.

You are kindly requested to fully complete this form and return it to us signed and stamped.

1. Please advise the desired date of inception of the insurance: 19-03-2023

2. Please advise the desired types of insurance to be effected:

- Protection & Indemnity (P&I) Insurance
- Marine Defence (FD&D) Insurance
- P&I War Risk Insurance
- Bunker Insurance
- Shipowners Liability Insurance
- Additional covers (Please specify) Wreck removal cover required (Blue Card)

Details of the Insured Vessel

3.1. Name of vessel	NEHRU SHATABDI				
3.2. Type of vessel	GRAB HOPPER DREDGER				
3.3. Gross Tonnage	2539		3.4. DWT	2554	
3.5. I.M.O. Number	8809048	3.6. Official Number	2383	3.7. Year built	1993

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APPLICATION FOR SHIPOWNERS P&I INSURANCE

3.8. Classification society	Indian Register of Shipping		
3.9. ME number & power	2 nos x 1037 KW Make: Stork Werkspoor Diesel		
3.10. Class limitations, if any	Nil		
3.11. Flag State	Indian		
3.12. Call sign	VTSN	3.13. Port of registry	Cochin
3.14. Number of officers	7	3.15. Nationality	Indian
3.16. Number of ratings	6	3.17. Nationality	Indian
3.18. Are the crewmembers covered by a separate personal accident insurance?	YES / NO <input checked="" type="radio"/> / <input type="radio"/>	COVERED UNDER WORKMEN'S COMPENSATION ACT	
3.19. Licensed Passenger Capacity	NA	3.20. If H&M insurance is in place?	YES / NO <input checked="" type="radio"/> / <input type="radio"/>
3.21. Vessel's market value in US\$	1,086,432.00	3.22. Vessel's insured value in US\$	1,086,432.00
3.23. Last Special Survey past (month/year)	05/2017		
3.24. Outstanding class items	YES / NO <input type="radio"/> / <input checked="" type="radio"/>	If YES, copy of Classification Society's written evidence of outstandings to be enclosed herewith	
3.25. Last P. & I. condition survey (month/year)			
3.26. Outstanding defects	YES / NO <input type="radio"/> / <input checked="" type="radio"/>	If YES, copy of P. & I. Club's written evidence of outstanding defects to be enclosed herewith	
3.27. Vessel forms part of a fleet	YES / NO <input checked="" type="radio"/> / <input type="radio"/>	If YES, the insurance will be subject to the Company's terms about Fleet Insurance	
3.28. If 3.28 YES, please provide details of the fleet	As per Annexure		
3.29. Name of mortgagee (if applicable)	NA		

3. Trading Area: Cochin Port limits

4. Type of cargoes to be carried (IMDG, IMSBC to be specified): NA

5. Limit (s) of liability required: 2,430,043 USD

6. Last P&I insurer: EF Marine Pte Ltd, Singapore

7. Period of insurance: One year from 19-03-2023 to 19-03-2024

8. Cover condition as agreed in Quotation No. FD/BUD/BLUE CARD INSURANCE/2023-24 dd. 17/02/2023

9. Blue Card details

In case a Blue Card is required, please submit the following information:

Which Blue Card is required?

Bunker Blue Card. Please advise the certifying State:

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APPLICATION FOR SHIPOWNERS P&I INSURANCE

- CLC Blue Card. Please advise the certifying State:
- Wreck Removal Blue Card. Please advise the certifying State:
- PLR Blue Card. Please advise certifying State:
- MLC 2006 Certificates

10. Details of the Registered Owner

Name according to the Articles of Association: DEPUTY CONSERVATOR
Trading name: COCHIN PORT AUTHORITY
Legal form: GOVERNMENT ORGANISATION
Full address details statutory seat: WILLINGDON ISLAND, COCHIN 682 009, KERALA, INDIA
Telephone number: 00914842582500 Fax number (if any): _____
Email address: dc@cochinport.gov.in Contact persons: _____

11. Details of the Assured

Assured's role: SAME AS ABOVE
Name according to the Articles of Association:
Trading name:
Legal form:
Full address details statutory seat:
Telephone number: _____ Fax number (if any): _____
Email address: _____ Contact persons: _____

12. Details of Joint Assureds

Please provide the details required below for all Joint Assureds involved in this insurance
Joint Assured's role: NA
Name according to the Articles of Association:
Trading name:
Legal form:
Full address details statutory seat:
Telephone number: _____ Fax number (if any): _____
Email address: _____ Contact persons: _____

13. Details of Co-Assureds

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APPLICATION FOR SHIPOWNERS P&I INSURANCE

Please specify the details required below for all Co-Assureds involved in this insurance

Co-Assured's role: NA

Name according to the Articles of Association:

Trading name:

Legal form:

Full address details statutory seat:

Telephone number: _____ Fax number (if any): _____

Email address: _____ Contact persons: _____

14. Name of "shipowner" under MLC 2006 requirements

Please provide the name of the company who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with MLC 2006

NA

15. Information on crew management

Please provide detailed info about the crew management.

NA

16. Information on chartering

Please advise what is the core business

NA

Who takes care for the chartering

NA

Differentiation between voyage and time chartering.

NA

17. Invoice details

Please tick the relevant box indicating your preference to whom the invoice should be addressed.

10. Registered Owner (to specify if more than one)

11. Assured (to specify)

12. Joint-Assured (to specify)

18. Loss Record

Please complete and provide separately the below schedule by listing ALL reported or known P&I losses/incidents prior to application of any deductible (where covered by insurance) for the Insured

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APPLICATION FOR SHIPOWNERS P&I INSURANCE

Vessel, as well as for all vessels owned, managed or operated by the Registered Owner, Bareboat Charterer, Manager Assured for each of the last five completed years, six including the current incomplete year. The list must include ALL previously closed claims, including those closed without payment, ALL P&I losses/incidents whether an estimate of loss has been set or not and ALL other claims where an estimate has been set and/or payment made. If there were no reported or known P&I losses/incidents within the above-mentioned period, it should be clearly stated as "No reported or known P&I losses for past 5 years".

	Vessel Name & IMO No.	Date of Loss	Details of Loss	Paid Amount	Outstanding amount
1	NEHRU SHATABDI IMO NO. 8809048	NIL	NO REPORTED OR KNOWN P&I LOSSES FOR PAST 5 YEARS		
2	VALLARPADAM IMO NO. 9444754	NIL	NO REPORTED OR KNOWN P&I LOSSES FOR PAST 5 YEARS		
3	VYPEEN IMO NO.9444766	NIL	NO REPORTED OR KNOWN P&I LOSSES FOR PAST 5 YEARS		
4					
5					

19. Signature

I declare that the information supplied is true and correct and any wrongly provided information can render the insurance contract null and void at the option of the Company.

Date of application

17/02/2023

कप्तान जोसफ़ जे.आलप्पाट
Capt. JOSEPH J ALAPAT

Signed by

उप संरक्षक

DEPUTY CONSERVATOR

Capacity

कोचिन पत्तन प्राधिकरण / Cochin Port Authority

Signature



If the Ship manager declares to sign for an on behalf of the owner of the vessel, please sign below

Authorized signature Ship Manager

Authorized signature registered owners of vessel

Company Stamp of registered Ship Manager and/or ownerx

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Joint-Assureds and Co-Assureds

You are requested to provide information about Assureds, Joint-Assureds, Co-Assureds and/or Affiliates. We would like to draw your attention to our Policy Wording Sections and Definitions concerning defining Assureds, Joint-Assureds, Co-Assureds, Affiliates and Fleet entries. Managers are Joint-Assureds. Assureds or Joint-Assureds named in the Certificate of Insurance shall be jointly and severally liable in respect of premiums and any other sums due to the Company, also for any or all vessels forming part of a Fleet. A Co-Assured shall not be liable for amounts due to the Company by the Assured, unless they approach the Company for cover in which case they will be jointly and severally liable to pay all amounts due to the Company.

For fleet entries and/or multiple Joint-Assureds and/or Co-Assureds please use additional sheets to provide the complete info required by this application form.

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1. Please advise the desired date of inception of the insurance: 19-03-2023

2. Please advise the desired types of insurance to be effected:

- Protection & Indemnity (P&I) Insurance
- Marine Defence (FD&D) Insurance
- P&I War Risk Insurance
- Bunker Insurance
- Shipowners Liability Insurance
- Additional covers (Please specify) Wreck removal cover required (Blue Card)

Details of the Insured Vessel

3.1. Name of vessel	VALLARPADAM				
3.2. Type of vessel	TUG				
3.3. Gross Tonnage	449	3.4. DWT		138	
3.5. I.M.O. Number	9444754	3.6. Official Number	3304	3.7. Year built	2009

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APPLICATION FOR SHIPOWNERS P&I INSURANCE

3.8. Classification society	Indian Register of Shipping		
3.9. ME number & power	2 nos x 1800 KW Wartsila Engines		
3.10. Class limitations, if any	Nil		
3.11. Flag State	Indian		
3.12. Call sign	AUPT	3.13. Port of registry	Cochin
3.14. Number of officers	4	3.15. Nationality	Indian
3.16. Number of ratings	9	3.17. Nationality	Indian
3.18. Are the crewmembers covered by a separate personal accident insurance?	YES / NO <input checked="" type="radio"/> / <input type="radio"/>	COVERED UNDER WORKMEN'S COMPENSATION ACT	
3.19. Licensed Passenger Capacity	NA	3.20. If H&M insurance is in place?	YES / NO <input checked="" type="radio"/> / <input type="radio"/>
3.21. Vessel's market value in US\$	2,851,883.00	3.22. Vessel's insured value in US\$	2,851,883.00
3.23. Last Special Survey past (month/year)	04/2019		
3.24. Outstanding class items	YES / NO <input type="radio"/> / <input checked="" type="radio"/>	If YES, copy of Classification Society's written evidence of outstandings to be enclosed herewith	
3.25. Last P. & I. condition survey (month/year)			
3.26. Outstanding defects	YES / NO <input type="radio"/> / <input checked="" type="radio"/>	If YES, copy of P. & I. Club's written evidence of outstanding defects to be enclosed herewith	
3.27. Vessel forms part of a fleet	YES / NO <input checked="" type="radio"/> / <input type="radio"/>	If YES, the insurance will be subject to the Company's terms about Fleet Insurance	
3.28. If 3.28 YES, please provide details of the fleet	As per Annexure		
3.29. Name of mortgagee (if applicable)	NA		

3. Trading Area: Cochin Port limits

4. Type of cargoes to be carried (IMDG, IMSBC to be specified): NA

5. Limit (s) of liability required: 2,008,300.00 USD

6. Last P&I insurer: EF Marine Pte Ltd, Singapore

7. Period of insurance: One year from 19-03-2023 to 19-03-2024

8. Cover condition as agreed in Quotation No. FD/BOD/BLUE CARD INSURANCE | 2023-24 dd. 17-02-2023

9. Blue Card details

In case a Blue Card is required, please submit the following information:

Which Blue Card is required?

Bunker Blue Card. Please advise the certifying State:

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- CLC Blue Card. Please advise the certifying State:
- Wreck Removal Blue Card. Please advise the certifying State:
- PLR Blue Card. Please advise certifying State:
- MLC 2006 Certificates

10. Details of the Registered Owner

Name according to the Articles of Association: DEPUTY CONSERVATOR

Trading name: COCHIN PORT AUTHORITY

Legal form: GOVERNMENT ORGANISATION

Full address details statutory seat: WILLINGDON ISLAND, COCHIN 682 009, KERALA, INDIA

Telephone number: 00914842582500 Fax number (if any): _____

Email address: dc@cochinport.gov.in Contact persons: _____

11. Details of the Assured

Assured's role: SAME AS ABOVE

Name according to the Articles of Association: _____

Trading name: _____

Legal form: _____

Full address details statutory seat: _____

Telephone number: _____ Fax number (if any): _____

Email address: _____ Contact persons: _____

12. Details of Joint Assureds

Please provide the details required below for all Joint Assureds involved in this insurance

Joint Assured's role: NA

Name according to the Articles of Association: _____

Trading name: _____

Legal form: _____

Full address details statutory seat: _____

Telephone number: _____ Fax number (if any): _____

Email address: _____ Contact persons: _____

13. Details of Co-Assureds

NOT TRANSFERABLE

APPLICATION FOR SHIPOWNERS P&I INSURANCE

Please specify the details required below for all Co-Assureds involved in this insurance

Co-Assured's role: NA

Name according to the Articles of Association:

Trading name:

Legal form:

Full address details statutory seat:

Telephone number: _____ Fax number (if any): _____

Email address: _____ Contact persons: _____

14. Name of "shipowner" under MLC 2006 requirements

Please provide the name of the company who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with MLC 2006

NA

15. Information on crew management

Please provide detailed info about the crew management.

NA

16. Information on chartering

Please advise what is the core business

NA

Who takes care for the chartering

NA

Differentiation between voyage and time chartering.

NA

17. Invoice details

Please tick the relevant box indicating your preference to whom the invoice should be addressed.

10. Registered Owner (to specify if more than one)

11. Assured (to specify)

12. Joint-Assured (to specify)

18. Loss Record

Please complete and provide separately the below schedule by listing ALL reported or known P&I losses/incidents prior to application of any deductible (where covered by insurance) for the Insured

NOT TRANSFERABLE

APPLICATION FOR SHIPOWNERS P&I INSURANCE

Vessel, as well as for all vessels owned, managed or operated by the Registered Owner, Bareboat Charterer, Manager Assured for each of the last five completed years, six including the current incomplete year. The list must include ALL previously closed claims, including those closed without payment, ALL P&I losses/incidents whether an estimate of loss has been set or not and ALL other claims where an estimate has been set and/or payment made. If there were no reported or known P&I losses/incidents within the above-mentioned period, it should be clearly stated as "No reported or known P&I losses for past 5 years".

	Vessel Name & IMO No.	Date of Loss	Details of Loss	Paid Amount	Outstanding amount
1	VALLARPADAM IMO NO. 9444754	NIL	NO REPORTED OR KNOWN P&I LOSSES FOR PAST 5 YEARS		
2	VYPEEN IMO NO. 9444766	NIL	NO REPORTED OR KNOWN P&I LOSSES FOR PAST 5 YEARS		
3	NEHRU SHATABDI IMO NO. 8809048	NIL	NO REPORTED OR KNOWN P&I LOSSES FOR PAST 5 YEARS		
4					
5					

19. Signature

I declare that the information supplied is true and correct and any wrongly provided information can render the insurance contract null and void at the option of the Company.

Date of application

17/02/2023

Capt. JOSEPH J ALAPAT

उप संरक्षक


Signed by

DEPUTY CONSERVATOR

Capacity

कोचिन पत्तन प्राधिकरण / Cochin Port Authority

Signature



If the Ship manager declares to sign for an on behalf of the owner of the vessel, please sign below

Authorized signature Ship Manager

Authorized signature registered owners of vessel

Company Stamp of registered Ship Manager and/or ownerx

NOT TRANSFERABLE

APPLICATION FOR SHIPOWNERS P&I INSURANCE

Explanation

Application for Insurance

When signing this form, you confirm acceptance of the Company's terms and conditions, as agreed. The content of the Company's completed questionnaire, information provided by the Assured and/or his broker during the quotation or renewal stage of the insurance contract will form part of the insurance contract.

Joint-Assureds and Co-Assureds

You are requested to provide information about Assureds, Joint-Assureds, Co-Assureds and/or Affiliates. We would like to draw your attention to our Policy Wording Sections and Definitions concerning defining Assureds, Joint-Assureds, Co-Assureds, Affiliates and Fleet entries. Managers are Joint-Assureds. Assureds or Joint-Assureds named in the Certificate of Insurance shall be jointly and severally liable in respect of premiums and any other sums due to the Company, also for any or all vessels forming part of a Fleet. A Co-Assured shall not be liable for amounts due to the Company by the Assured, unless they approach the Company for cover in which case they will be jointly and severally liable to pay all amounts due to the Company.

For fleet entries and/or multiple Joint-Assureds and/or Co-Assureds please use additional sheets to provide the complete info required by this application form.

You are kindly requested to fully complete this form and return it to us signed and stamped.

1. Please advise the desired date of inception of the insurance: 19-03-2023

2. Please advise the desired types of insurance to be effected:

- Protection & Indemnity (P&I) Insurance
- Marine Defence (FD&D) Insurance
- P&I War Risk Insurance
- Bunker Insurance
- Shipowners Liability Insurance
- Additional covers (Please specify) Wreck removal cover required (Blue Card)

Details of the Insured Vessel

3.1. Name of vessel	VYPEEN				
3.2. Type of vessel	TUG				
3.3. Gross Tonnage	449	3.4. DWT	138		
3.5. I.M.O. Number	9444766	3.6. Official Number	3305	3.7. Year built	2009

NOT TRANSFERABLE

APPLICATION FOR SHIPOWNERS P&I INSURANCE

3.8. Classification society	Indian Register of Shipping		
3.9. ME number & power	2 nos x 1800 KW Wartsila Engines		
3.10. Class limitations, if any	Nil		
3.11. Flag State	Indian		
3.12. Call sign	AUPU	3.13. Port of registry	Cochin
3.14. Number of officers	4	3.15. Nationality	Indian
3.16. Number of ratings	9	3.17. Nationality	Indian
3.18. Are the crewmembers covered by a separate personal accident insurance?	YES / NO <input checked="" type="radio"/> / <input type="radio"/>	COVERED UNDER WORKMEN'S COMPENSATION ACT	
3.19. Licensed Passenger Capacity		3.20. If H&M insurance is in place?	YES / NO <input checked="" type="radio"/> / <input type="radio"/>
3.21. Vessel's market value in US\$	2,851,883.00	3.22. Vessel's insured value in US\$	2,851,883.00
3.23. Last Special Survey past (month/year)	08/2019		
3.24. Outstanding class items	YES / NO <input type="radio"/> / <input checked="" type="radio"/>	If YES, copy of Classification Society's written evidence of outstandings to be enclosed herewith	
3.25. Last P. & I. condition survey (month/year)			
3.26. Outstanding defects	YES / NO <input type="radio"/> / <input checked="" type="radio"/>	If YES, copy of P. & I. Club's written evidence of outstanding defects to be enclosed herewith	
3.27. Vessel forms part of a fleet	YES / NO <input checked="" type="radio"/> / <input type="radio"/>	If YES, the insurance will be subject to the Company's terms about Fleet Insurance	
3.28. If 3.28 YES, please provide details of the fleet	As per Annexure		
3.29. Name of mortgagee (if applicable)	NA		

3. **Trading Area:** Cochin Port limits

4. **Type of cargoes to be carried (IMDG, IMSBC to be specified):** NA

5. **Limit (s) of liability required:** 2,008,300.00 USD

6. **Last P&I insurer:** EF Marine Pte Ltd, Singapore

7. **Period of insurance:** One year from 19-03-2023 to 19-03-2024

8. **Cover condition as agreed in Quotation No.** FD/BOD/BLUE CARD INSURANCE 2023-24

dd. 17/02/2023

9. **Blue Card details**

In case a Blue Card is required, please submit the following information:

Which Blue Card is required?

Bunker Blue Card. Please advise the certifying State:

NOT TRANSFERABLE

APPLICATION FOR SHIPOWNERS P&I INSURANCE

- CLC Blue Card. Please advise the certifying State:
- Wreck Removal Blue Card. Please advise the certifying State:
- PLR Blue Card. Please advise certifying State:
- MLC 2006 Certificates

10. Details of the Registered Owner

Name according to the Articles of Association: DEPUTY CONSERVATOR

Trading name: COCHIN PORT AUTHORITY

Legal form: GOVERNMENT ORGANISATION

Full address details statutory seat: WILLINGDON ISLAND, COCHIN 682 009, KERALA, INDIA

Telephone number: 00914842582500 Fax number (if any): _____

Email address: dc@cochinport.gov.in Contact persons: _____

11. Details of the Assured

Assured's role: SAME AS ABOVE

Name according to the Articles of Association:

Trading name:

Legal form:

Full address details statutory seat:

Telephone number: _____ Fax number (if any): _____

Email address: _____ Contact persons: _____

12. Details of Joint Assureds

Please provide the details required below for all Joint Assureds involved in this insurance

Joint Assured's role: NA

Name according to the Articles of Association:

Trading name:

Legal form:

Full address details statutory seat:

Telephone number: _____ Fax number (if any): _____

Email address: _____ Contact persons: _____

13. Details of Co-Assureds

NOT TRANSFERABLE

APPLICATION FOR SHIPOWNERS P&I INSURANCE

Please specify the details required below for all Co-Assureds involved in this insurance

Co-Assured's role: NA

Name according to the Articles of Association:

Trading name:

Legal form:

Full address details statutory seat:

Telephone number: _____ Fax number (if any): _____

Email address: _____ Contact persons: _____

14. Name of "shipowner" under MLC 2006 requirements

Please provide the name of the company who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with MLC 2006

NA

15. Information on crew management

Please provide detailed info about the crew management.

NA

16. Information on chartering

Please advise what is the core business

NA

Who takes care for the chartering

NA

Differentiation between voyage and time chartering.

NA

17. Invoice details

Please tick the relevant box indicating your preference to whom the invoice should be addressed.

10. Registered Owner (to specify if more than one)

11. Assured (to specify)

12. Joint-Assured (to specify)

18. Loss Record

Please complete and provide separately the below schedule by listing ALL reported or known P&I losses/incidents prior to application of any deductible (where covered by insurance) for the Insured

NOT TRANSFERABLE

APPLICATION FOR SHIPOWNERS P&I INSURANCE

Vessel, as well as for all vessels owned, managed or operated by the Registered Owner, Bareboat Charterer, Manager Assured for each of the last five completed years, six including the current incomplete year. The list must include ALL previously closed claims, including those closed without payment, ALL P&I losses/incidents whether an estimate of loss has been set or not and ALL other claims where an estimate has been set and/or payment made. If there were no reported or known P&I losses/incidents within the above-mentioned period, it should be clearly stated as "No reported or known P&I losses for past 5 years".

	Vessel Name & IMO No.	Date of Loss	Details of Loss	Paid Amount	Outstanding amount
1	VYPEEN IMO NO. 9444766	NIL	NO REPORTED OR KNOWN P&I LOSSES FOR PAST 5 YEARS		
2	VALLARPADAM IMO NO. 9444754	NIL	NO REPORTED OR KNOWN P&I LOSSES FOR PAST 5 YEARS		
3	NEHRU SHATABDI IMO NO. 8809048	NIL	NO REPORTED OR KNOWN P&I LOSSES FOR PAST 5 YEARS		
4					
5					

19. Signature

I declare that the information supplied is true and correct and any wrongly provided information can render the insurance contract null and void at the option of the Company.

Date of application

17/02/23

कप्तान जोयफ जे. आलपट
Capt. J. ALAPAT

Signed by

उप संरक्षक

DEPUTY CONSERVATOR

Capacity

कोचिन पोर्ट प्राधिकरण / Cochin Port Authority

Signature



If the Ship manager declares to sign for an on behalf of the owner of the vessel, please sign below

Authorized signature Ship Manager

Authorized signature registered owners of vessel

Company Stamp of registered Ship Manager and/or ownerx

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ANNEXURE – B
Undertaking of the Bidder
(On the letter head of Insurer)

To
FA & CAO,
Cochin Port Authority,

This is to certify that Mr.(Name, Designation and Office address) has been authorised to sign all documents pertaining to your Tender No **FD/BUD/BLUE CARD INSURANCE/2023-24** dated 27.02.2023 issued by Cochin Port Authority.

We confirm that we have understood the requirements and we also confirm that we fully agree to all the terms of parameters of insurance cover. Our Policy wordings will fully comply with all the stated requirements of tender and there will be no condition in the insurance policy contrary to the tender terms &/or parameters of cover and in any way dilute the said requirements of cover.

Yours faithfully

Signature
(Name: _____)
Designation:

Date:

Office Seal

ANNEXURE C - Service Level Agreement

Service Level Agreement between Cochin Port Authority (hereinafter referred to CoPA) and _____ Insurance Co Ltd/ P&I Club, the insurer (herein after referred to as Insurer/ P&I Club) on Insurance Program effective 19th March 2023 and confirmed by Marsh India Insurance Brokers Pvt. Ltd, Insurance intermediary of CoPA (hereinafter referred to as Marsh)

1. Documentation:

- i) Insurer/ P&I Club will issue the policy documents that shall include the certificate of Insurance, blue cards, MLC Certificates, invoices within 72 hours of confirmation from CoPA towards Risk Cover Commencement stating the period of coverage.
- ii) All Terms, Conditions as per Tender including clauses, warranties and deductibles shall be attached/ incorporated in the Policy Document strictly as per tender terms. No restrictive conditions/warranties etc in deviation from the Tender shall be imposed.
- iii) All the Premium quoted by the insurer/ P&I Club as per tender & as agreed after due negotiation between CoPA & Insurer/ P&I Club are fixed and final. No further premium will be asked in future till expiry of the policy subject to unaltered limit of liability and terms as mentioned in the Tender subject.
- iv) If any discrepancy arises as to the issued documents not being in conformity with the tender terms the rectification, NIL Endorsements (endorsements attracting no additional premium) shall be issued and delivered by the Insurer/ P&I Club within 10 (Ten) working days from the date of request.
- v) Copy of Policy documents/Endorsement or any other communication whatsoever to the Insured will also be copy marked to Marsh.

2. Prompt Communication:

The Insurer will promptly communicate to CoPA on any matter having a bearing on insurance cover with copy to Marsh. Insurer shall address any issue raised by CoPA or Marsh on any matter on the insurance program within 10 working days.

3. Non Cancellation clause

The insurance policies, issued by the Insurer shall not be cancelled by the insurer.

4. Claim Management:

- a. Insurer/ P&I Club shall depute surveyor within 24 hours of reporting of any Claim by CoPA/ Marsh.
- b. Surveyor should submit his LOR within 3 days of his first visit. Surveyor will submit assessment sheet within 30 days of submission of all required documents by CoPA/ Marsh. Such Assessment sheet will be submitted to CoPA and Marsh.
- c. On confirmation of the Assessment sheet by CoPA/Marsh, surveyor shall submit Final Survey Report within 15 days of conveyance of such confirmation with a copy to CoPA / Marsh.
- d. Insurer shall settle the claim within 30 days of the submission of Final Survey Report.

Sd/-

Cochin Port Authority

Sd/-

Insurance Co./ P&I Club

Sd/-

Marsh India Insurance Brokers Pvt Ltd.

Annexure D - PRICE BID

Sl. No.	Vessel Name	Limit of Liability (USD)	Trading Region	Class	GROSS PREMIUM (USD)	GST (USD) if applicable	TOTAL PREMIUM (USD)
1	NEHRU SHATABDI	2,430,043.00	With the Port's limit	IRS			
2	VYPEEN	2,008,300.00	With the Port's limit	IRS			
3	VALLARPADAM	2,008,300.00	With the Port's limit	IRS			
	TOTAL PREMIUM (USD)						

Note:

- 1) The premium should be quoted on Gross basis inclusive of all costs, loading & discounts, etc. but excluding GST (if applicable). GST (if applicable) has to be mentioned separately.
- 2) The premium should be quoted only in US Dollars.
- 3) The price must include all the coverages as stated in the tender.

Authorised Signatory

For and on behalf of the Insurance Co.

G.H.D. NEHRU SHATABDI

Name	: Grab Hopper Dredger Nehru Shatabdi.
Basic Design and Fabrication	: Shipyard K. DAMEN, The Netherlands.
Consultants	: BVS, The Netherlands.
Builders	: Hoogly Dock & Port Engineering Ltd., Kolkata
Year Of Make	: 1992
Indian Registry No.	: 11891
Port of Registry	: Kochi.
Distinctive No/Call Sign	: 2383 / VTSN
IMO No.	: 8809048
MMSI No.	: 419000306
GRT	: 2525
NRT	: 758
Dead Weight	: 2300 Tons.
Date of Commissioning	: 28.08.1993
Length OA	: 85.5 M
Breadth	: 15.9 M
Depth Moulded	: 6.0 M
Draught Loaded	: 4.5 M
Max. Dredging Depth	: 17.0 M
Hopper Capacity	: 1500 Cu. M
Sp. Gravity of Soil	: 1.3 Tons/ Cu.M (approx.)
Approx. Full load	: 1950 Tons
Speed	: 12 Knots(in channel and outer sea)

MACHINERIES:-

Main Engines	: 2 Nos- Stork Werkspoor Diesel Make, Holland.
Power – Main Engine	: 1340 HP Each engine at 1000 RPM.
Total HP- Main Engine	: 2680 HP.
No. of Propeller	: 2 Nos. (Reversible)
Steering System	: SCAN Steering, Electro Hydraulic.
Aux. Engines(Generator Engine)	: 3 Nos, 210 KW Each Mitsubishi, JAPAN.
Bucket Capacity	: 3.5 Cu.M each.
Max. Reach of crane	: 13 M
Max. Dredging Depth	: 17 M.

VYPEEN	
Type Of Vessel	Tug
IR No	32649
Call Sign	AUPU
Bollard pull	45 tons
Flag	Indian
Year of Build	2008
Builder	Tebma Shipyard Ltd
Place of Built	Malpe
Date of Registry	05.08.2009
Port Of Registry	Cochin
Official No	3305
IMO No	9444766
MMSI no	419073200
Marks And Notation	SWASTIK, SUL ,TUG ,INDIAN COASTAL SERVICE
Owners	Cochin Port Authority
Classification Society	IRS
Main Engine Type	2 nos ,Wartsila 9L20 , 1800 KW
Propulsion	Voith Schneider , 28 R5 /210
speed	12 knots
Length Overall	32 m
LBP/Breadth	10.587 m
Moulded Depth	4.579 m
TPC	2.58 T
Light Wt	499.75 T
GRT	449
NRT	135
Diesel Tanks -Storage	29.7 cum X 2 nos
Diesel Tanks -Service	4.08 cum X 2 nos
Fresh Water	13.04 X2 nos + 13.2 X 2 nos
Bilge Tank	6.63 cum
Dirty Oil Tank	3.11 cum
Crew on board per shift of 8 hours. 12 shifts per week as per roster	Marine engineer (MEO Cl 1) -1 no, Tug master -1 no Serang - 1 no Tindal of lascar – 1 no Lascar- 4 nos Bhandary – 1 no Topaz – 1 no 1 st class engine driver – 1 no 2nd class engine driver – 1 no Electrician – 1 no Oilman- 1 no

VALLARPADAM

Type of vessel	Tug
IR no	30184
Call sign	AUPT
Bollard pull	45 tons
Flag	Indian
Year of build	Jul-08
Builder	Tebma Shipyard Ltd
Place of built	Malpe
Date of Registry	17.04.2009
Port Of Registry	Cochin
Official no	3304
imo no	9444754
MMSI no	419073100
Marks and Notation	SWASTIK, SUL ,TUG ,INDIAN COASTAL SERVICE
Owners	Cochin Port Authority
Classification society	IRS
Main engine type	2 no's Wartsila 9L20 , 1800 KW at 1000 rpm
Propulsion	2 no's Voith Schneider , model 28R5 /210
Speed (max)	12 knots
Length overall	32 m
LBP/Breadth	10.587 m
Moulded depth	4.579 m
TPC	2.58 T
Light wt	499.75 T
GRT	449
NRT	135
Diesel tanks - storage	29.7 cum X 2 nos
Diesel tanks - service	4.08 cum X 2 nos
Fresh water	13.04 X2 nos + 13.2 X 2 nos
Bilge tank	6.63 cum
Dirty oil tank	3.11 cum
Crew on board per shift of 8 hours. 12 shifts per week as per roster	Marine engineer (MEO Cl 1) -1 no, Tug master -1 no, Serang - 1 no Tindel of lascar – 1 no., Lascar- 4 nos, Bhandary – 1 no Topaz – 1 no, 1 st class engine driver – 1 no 2nd class engine driver – 1 no Electrician – 1 no Oilman- 1 no



सत्यमेव जयते

भारत सरकार / GOVERNMENT OF INDIA

पोत परिवहन मंत्रालय / MINISTRY OF SHIPPING

नौवहन महानिदेशालय / DIRECTORATE GENERAL OF SHIPPING

“बिटा बिल्डिंग”, 9 वी मंजिल / “BETA BUILDING”, 9th FLOOR

आई-थिंक टेक्नो कैम्पस / I-THINK TECHNO CAMPUS

कांजुर गाँव रोड / KANJUR VILLAGE ROAD

कांजुर मार्ग (ईस्ट) / KANJUR MARG (EAST)

मुंबई - 400 042 / MUMBAI - 400 042

Tele: 022 - 25752040/1/2/3

Fax: 022 - 25752029 / 35

E-mail: dgship-dgs@nic.in

Web: www.dgshipping.gov.in

टेलीफोन: 022 - 25752040/1/2/3

फैक्स: 022 - 25752029 / 35

ई-मेल: dgship-dgs@nic.in

वेब: www.dgshipping.gov.in

F. No. 25-NT (1)/2014

Dated: 04.03.15

M.S. Notice No. 2 of 2015

Sub: Issue of certificate of insurance or other financial security in respect of liability for the removal of wrecks under Article 12 of the Nairobi International Convention on the Removal of Wrecks, 2007 – reg.

1. The Nairobi International Convention on the Removal of Wrecks, 2007 [hereinafter referred to as the ‘Convention’], was adopted, internationally, on the 18th of May, 2007, at Nairobi. India has acceded to the Convention on the 23rd of March, 2011. The Convention will enter into force, globally, on the 14th of April 2015.
2. Paragraph (2) of Article 12 of the Convention requires an Appropriate Authority of the State of the ship’s registry to issue a certificate attesting that insurance or other financial security is in force in accordance with the provisions of the Convention to each merchant ship of 300 [three hundred] gross tons [GT] and above. The format of the said certificate to be issued has been annexed to the Convention.
3. A proposal to bring an appropriate amendment to the Indian Merchant Shipping [M S] Act, 1958, to incorporate necessary provisions of the Convention into the said Indian national legislation, is under active consideration of the Ministry of Shipping, GoI, and is at an advanced stage currently. In view of the forgoing, the Competent Authority has decided as follows, contextually;
 - 3.1. To comply with the provisions of paragraph (2) of Article 12 of the Convention, the Registrars of Indian merchant ships i.e. the Mercantile Marine Departments [MMDs] concerned, at the ports of registry of the Indian ships concerned shall issue the ‘CERTIFICATE OF INSURANCE OR OTHER FINANCIAL SECURITY IN RESPECT OF LIABILITY FOR THE REMOVAL OF WRECKS [CIOFS]’, as per the format thereof appended to this M. S. Notice. [Annexure – I: 1 page].

- 3.2. Indian merchant ship-owners shall apply to the MMDs at the ports of registry of their merchant ships for issue of the said CIOFS, along with the applicable fee and duly authenticated copies of the certificates of insurance (i.e. insurance blue cards), furnished as evidence of insurance issued by the International Group [IG] of P&I [Protection & Indemnity] Clubs and other insurance companies as may be formally approved from time to time by the Govt. of India, and is valid under the provisions of the Merchant Shipping (Regulation of Entry of Ships into Ports, Anchorages and Offshore Facilities) Rules, 2012 [PER, 2012]. Such certificates shall be accepted for the issue of the said CIOFS. The list of the insurance companies approved under the provisions of the PER, 2012, is available on the official website of this office [www.dgshipping.gov.in].
- 3.3. The said certificate furnished as an evidence of insurance (i.e. the insurance blue card) in an electronic format that can be verified online by the Registrars of Indian merchant ships, shall be accepted for issue of the CIOFS.
- 3.4. An administrative fee of Rs 5,000/- (Rupees five thousand only) shall be charged for the purpose of issue of the said of CIOFS.
4. This issues with the approval of the Competent Authority.


(Capt. K.P. Jayakumar)

Deputy Nautical Adviser to the Govt. of India

Encl.: – As above

Certificate No.:- _____



**CERTIFICATE OF INSURANCE OR OTHER FINANCIAL SECURITY
IN RESPECT OF LIABILITY FOR THE REMOVAL OF WRECKS**

Issued in accordance with the provisions of article 12 of the Nairobi International
Convention on the Removal of Wrecks, 2007

Name of Ships	Gross Tonnage	Distinctive number of letters	IMO Ship Identification Number	Port of Registry	Name and address of the principal place of business of the registered owner

This is to certify that there is in force, in respect of the above-named ship, a policy of insurance or other financial security satisfying the requirements of article 12 of the Nairobi International Convention on the Removal of Wrecks, 2007.

Type of Security.....

Duration of Security.....

Name and address of the insurer(s) and/or guarantor(s)

Name.....

Address.....

.....

This certificate is valid until.....

Issued or certified by the Government of India

.....

(Full designation of the Registrar)

Registrar of Indian Ships

Mercantile Marine Department



भारत सरकार / GOVERNMENT OF INDIA

पोत परिवहन मंत्रालय / MINISTRY OF SHIPPING

नौवहन महानिदेशालय / DIRECTORATE GENERAL OF SHIPPING

“बिटा बिल्डिंग”, 9 वी मंजिल / “BETA BUILDING”, 9th FLOOR

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कांजुर गाँव रोड / KANJUR VILLAGE ROAD

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टेलीफोन: 022 - 25752040/1/2/3

फैक्स: 022 - 25752029 / 35

ई-मेल: dgship-dgs@nic.inवेब: www.dgshipping.gov.in

Tele: 022 - 25752040/1/2/3

Fax: 022 - 25752029 / 35

E-mail: dgship-dgs@nic.inWeb: www.dgshipping.gov.in

F. No. 25-NT (1)/2014

Dated: 05.11.15

To,
The Principal Officer
All MMDs



5 NOV 2015

Sub – Issue of certificate of insurance or other financial security in respect of liability for the removal of wrecks under Article 12 of the Nairobi International Convention on the Removal of Wrecks, 2007 – clarification – reg.

Sir,

The Directorate General of Shipping, GoI, had issued MS Notice 2 of 2015 dated 04.03.2015 on the subject authorizing Registrars of Indian ships at the Port of Registry of the vessel to issue Certificates of Insurance or other Financial Security [CIOFS] for the removal of wrecks.

2. Section 3.2 of the said MS Notice 2 of 2015 specifies the following:

Quote :

“Indian merchant ship-owners shall apply to the MMDs at the ports of registry of their merchant ships for issue of the said CIOFS, along with the applicable fee and duly authenticated copies of the certificates of insurance (i.e. insurance blue cards), furnished as evidence of insurance issued by the International Group [IG] of P&I [Protection & Indemnity] Clubs and other insurance companies as may be formally approved from time to time by the Govt. of India, and is valid under the provisions of the Merchant Shipping (Regulation of Entry of Ships into Ports, Anchorages and Offshore Facilities) Rules, 2012 [PER, 2012]. Such certificates shall be accepted for the issue of the said CIOFS. The list of the insurance companies approved under the provisions of the PER, 2012, is available on the official website of this office [www.dgshipping.gov.in]”.

Unquote :

3. Clarifications have been sought in respect of whether Indian insurance companies can be considered as *being formally approved from time to time by the Govt. of India, and is valid under the provisions of the Merchant Shipping (Regulation of Entry of Ships into Ports, Anchorages and Offshore Facilities) Rules, 2012.* It is hereby clarified that all Indian insurances companies that are duly approved by the Insurance Regulatory Development Authority [IRDA] are considered as approved by the Government of India as stated in section 3.2 of the said MS notice.

4. Registrars issuing CIOFS for wreck removal need to ensure that the extent of insurance provided by the insurance companies (IG group P&I Clubs, Indian insurance companies and other insurance companies approved by the Government of India) is not less than the limits specified for the size of the vessel (as per the gross tonnage of the vessel) as per the revised limits adopted to the Protocol of 1996 to the Convention on the Limitation of Liability for Maritime Claims 1996, by IMO Resolution LEG.5(99) adopted on 19th April, 2012 which came into force internationally on 08th June, 2015.

5. The revised limits as per the amendment to the 1996 protocol in respect of claims are provided below for ease of reference.

a. in respect of claims for loss of life or personal injury :

- i. 3.02 million Units of Account for a ship with a tonnage not exceeding 2,000 tons,
- ii. for a ship with a tonnage in excess thereof, the following amount in addition to that mentioned in (i).
 - for each tone from 2,001 to 30,000 tons, 1208 Units of Account;
 - for each tone from 30,001 to 70,000 tons, 906 Units of Account; and
 - for each ton in excess of 70,000 tons, 604 Units of Account,

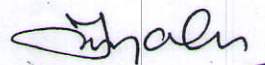
b. in respect of any other claims :

- i. 1.51 million Units of Account for at ship with a tonnage not exceeding 2,000 tons,
- ii. for a ship with a tonnage in excess thereof, the following in addition to that mentioned in (i):
 - for each tone from 2,001 to 30,000 tons, 604 Units of Account;
 - for each tone from 30,001 to 70,000 tons, 453 Units of Account; and
 - for each ton in excess of 70,000 tons, 302 Units of Account,

It may be noted that the term 'Units of Account' means the Special Drawing Right [SDR] defined by the International Monetary Fund [IMF].



Yours faithfully,


(Capt. K.P. Jayakumar)

Deputy Nautical Adviser to the Govt. of India

Copy to

1. Indian National Shipowners' Association, 22 Maker Tower - F, Cuffe Parade, Mumbai - 400 005.
2. ICC Shipping Association, Scindia House, Basement, N. M. Marg, Ballard Estate, Mumbai 400001.

o/c