



COCHIN PORT TRUST

(COPT)

Willingdon Island, Kochi, Kerala 682003, India

TENDER DOCUMENT

FOR

**PROTECTION AND INDEMNITY (P&I) INSURANCE
For Wreck Removal**

2021-22

(TENDERNO:FD/BUD/BLUECARD INSURANCE/2021-22 Dtd.24.02.2021)

**TENDER DOCUMENT FOR
PROTECTION AND INDEMNITY (P&I) INSURANCE FOR WRECK
REMOVAL 2021-22**

Annexure A–P&I Application Form

Annexure B - Undertaking of the bidder

Annexure C– ServiceLevelAgreement

Annexure D - Price Bid

Annexure E – Vessel Specifications

Annexure F- ms_notice 2_2015

Annexure G- ms_notice 2_2015_Clarification

Annexure H- P&I Limit of Liability

Subject: Invitation of quotation for Protection and Indemnity (P&I) Insurance For Wreck Removal of vessels owned by Cochin Port Trust (COPT) for the year 2021-22

Bids are invited from P&I Clubs approved by DG Shipping of India and from IRDA approved Insurance Companies including Indian Public Sector insurance companies for Protection and Indemnity Insurance cover for Wreck Removal for 3 vessels operated by Cochin Port Trust for the period from 11.03.2021 to 10.03.2022.

Port Background and History is as under:

- 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, Ernakulum Wharf in 1964.
- Administration vested with the Port Trust Board on 29-02-1964 under the Major Port Trusts Act, 1963.

The P&I Insurance cover should contain only the wreck removal clause.

The Insurer/ P&I club should issue appropriate blue cards for the wreck removal.

Wreck removal liability should be covered upto the limits specified in the Annexure D – Price Bid.

The P&I Insurer shall be either an IG Club or a company or firm approved by DG Shipping or IRDA approved Insurance Companies including Indian Public Insurance Companies with the approval being valid throughout the period of the insurance cover.

The P&I Club should be minimum ‘A’ rated and have minimum ‘A’ rated security.

Premium quoted shall be fixed and there shall not be any additional or supplementary calls.

In case of foreign bidder, quotes shall be exclusive of any taxes in India.

In case of a foreign bidder, Insurer shall provide tax residency certificate in their place of establishment.

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.

In case of an Indian bidder tenderer Insurer shall quote clearly the applicable stamp duty and GST applicable to their quotes.

Insurer/ P&I Club shall conduct a workshop on ‘P&I Insurance’ for the COPT staff during the policy period.

The rates quoted should be valid for a minimum period of 30 days.

Offers not in compliance with the conditions above are likely to be rejected.

COPT 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.

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.

Offers not in compliance with the conditions above are likely to be rejected.

Maximum deductible should not exceed USD 1000 each accident or occurrence.

SUBMISSION OF BIDS AND PROCEDURE FOR BID OPENING:

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 12:00 PM on 10th March 2021. Bid should be digitally signed by the authorized signatory of the bidder. The file containing duly filled in bid documents should be invariably password protected and should either be in pdf or zip format. Cochin Port Trust 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. COPT 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.

The Commercial bid will be opened at 2.00 PM on 10th March 2021. All the premium quotes will be aggregated to arrive at the final quote for comparison purpose. No tender Document will be accepted after 12.00 PM on 10th March 2021.

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.

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 Trustees 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.

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.

OTHER TERMS & GUIDELINES:

- 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.
- The quote should be on Gross basis inclusive of all loading (as per IRDA) and discounts if any and GST should be shown separately.
- The decision of Cochin Port Trust 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.

INSTRUCTION TO BIDDERS:

General

- 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.
- Bidders shall be ranked by appropriately weighing coverage and pricing described in the Commercial Bid.
- 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.
- 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.
- 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.
- 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.
- 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.
- The bid document must be signed by the Authorized Signatory of the company stating his capacity.

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.

Rejection of tender and other conditions:

The acceptance of Tender will rest with Cochin Port Trust and does not bind Cochin Port Trust to accept lowest tender or any tender and reserves to itself full rights for the following without **assigning any** reasons whatsoever.

- To reject any or all the tenders.

Cost of bidding

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

Bidder's responsibility for quotation

- 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.
- Site visit, if any has to be done by bidder at its own expenses with prior intimation to Cochin Port Trust
- Bidder's quotation is the responsibility of the Bidder and no relief or consideration can be given for errors and omissions.

Bid clarification /amendments

- 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.
- Cochin Port Trust may issue clarifications/ amendments in the form of addendum/ corrigendum during bidding period and may also issue amendments subsequent to receiving the bids.
- 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 Trust 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.
- Bidders shall examine the Bidding documents thoroughly and submit to Cochin Port Trust any apparent conflict, Discrepancy or error. Cochin Port Trust 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.
- 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 Trust, thereon shall be final and binding upon all parties.
- 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 Trust through email at fa@cochinport.gov.in who will send a written explanation to all bidders.

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 Trust.

Currencies of bid and payment

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

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 Trust 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.

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 COCHIN having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.