



COCHIN PORT AUTHORITY

(CoPA)

(Formerly known as Cochin Port Trust (CPT))

Willingdon Island, Kochi, Kerala 682003, India

TENDER DOCUMENT

FOR

PORT PACKAGE AND MARINE HULL INSURANCE POLICIES

2024

(TENDER NO: FD/BUD/142/Insurance/2023

Dated: 20.12.2023)

TENDER DOCUMENT FOR PORT PACKAGE AND MARINE HULL INSURANCE POLICIES 2024

Annexure A - Port Questionnaire

Annexure B - Undertaking of the bidder

Annexure C–Service Level Agreement

Annexure D-Price Bid

Annexure E & E1– Claims Information Spreadsheet

Annexure F –Risk Inspection Report

Annexure G and G1 – Valuation report and Asset Register

Annexure H – Disaster Management Plan

Annexure I – Vessel Specifications

Annexure J – Marine Hull Sum Insured

Annexure K –Undertaking by the PSU Insurers

To,
The New India Assurance Co. Ltd.
United India Insurance Co. Ltd.
National Insurance Co. Ltd.
The Oriental Insurance Co. Ltd.

Subject: Invitation of quotation for Port Package and Marine Hull Insurance Policies of Cochin Port Authority (CoPA) for the year 2024

Dear Sir / Madam,

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, Ernakulam Wharf in 1964.
- Administration vested with the Cochin Port Board under the Major Port Authorities Act, 2021.

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.
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➤ **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.

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

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 JeevanPraman
- Digitalization of Port through implementation of SAP 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
- 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 2024-25

- Setting up of 1.5 MWp Floating solar panel under RESCO model– expected to be complete during 2024-25
- Adoption of Bio Digester (DRDO approved) technology for Toilets.

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.

CoPA intends to take the following policies as described in the Techno Commercial Bid:

- A. Port Package Policy** to cover the entire set of risks to the PORT along with Business Interruption, Physical Damage under port package policy as described in the Techno Commercial Bid.
- B. Marine Hull Policy** for owned vessels (Speed Boats, Tugs, etc.) including cover for wreck removal, crew, etc.

The Port Package Policy will cover:

All immovable and movable properties including but not limited to marine buoys, floating dry docks and Assets within the Port Premises against material damage

Third party liability including Wreck & Debris removal: costs and expenses incurred in discharging legal obligations to remove any wreck or debris following an occurrence

Business Interruption (including Port/Channel Blockage/disruption of electricity Accidental damage of Oil/Chemical Pipe lines/ blockage of land access)

Details of above with specific deductibles are specified in Para 2.1 to 2.3

Please note that:

- Combined Single Limit of Liability under Port Package Policy given in **Para 2.1 to 2.5**
- Other Clause/Terms/Add on Covers given in **Para 2.6 to 2.10 including the Policy form**
- Deductibles are mentioned under respective Policy coverage.

The details of coverages, sum insured, excess / deductibles etc. are provided in **Price Bid – Annexure D (for premium quotation)**

Cochin Port Authority took the Port Package insurance for the first time on 1st Jan 2020 and the current proposal is from 1st January 2024 for a period of 12 months.

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 **11 a.m. on 27th December 2023**. 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 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 password protected shall be disqualified.**

The Commercial bid will be opened at 11.30 a.m. 27th December 2023. All the premium quotes will be aggregated to arrive at the final quote for comparison purpose. **No bids will be accepted after 11 a.m. on 27th December 2023.**

It is to be clearly understood that rates quoted 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 Board to accept the Lowest Tender. Cochin Port Authority reserves the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.

VALUATION:

The sum Insured of Assets and Handling Equipment is based on reinstatement value. The Valuation of port assets has been carried out by Resolute Valuers & Consultants Pvt. Ltd. in December 2023 and the report will be issued as an Addendum to the tender. Presently, the Valuation report of 2019 is attached with the tender. Only the Assets pertaining to and needed in Port operations (within Port premises) are covered in the asset schedule. Further, it is to be noted by all the bidders that the cost of valuation of assets for the Port Package insurance shall be borne by the winning bidder and the remittance of the same to the valuers shall be made within 45 days of inception of the policy.

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 needs 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 Re-insurance (RI) support is mandatory. The quality of lead reinsurance support will be ensured by the bidder as per IRDA regulations and should have a minimum of "A" rating of AM Best or Equivalent of other standard rating agencies (except GIC Re) for the last three years.
- The reinsurance leader should have experience of leading Ports and terminals in India or worldwide as the size of or larger than CoPA. The support letter from the lead reinsurer needs to be submitted as part of the RFP.
- 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.
- The Port reserves the right to have co-insurance placement along with the Lead insurer. The coinsurance pattern will be solely according to the decision of the Cochin Port .

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 and stamped by the Authorized Signatory of the company stating his capacity. All the annexures should contain the signature of the Authorised Signatory.

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 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.

- To reject any or all the tenders.
- To share premium amongst two or more insurers as co-insurance.

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 Authority
- 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 Authority 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 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.
- 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.
- 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.
- 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.

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.

Currencies of bid and payment

Currencies for bid and payment shall be in Indian Rupees 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 Authority shall appoint a sole arbitrator to resolve the dispute. The award of the Arbitrator so appointed shall be final, 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.

Port Package Policy: Details of Property and Sum Insured are as follows:

2.1 Property/Material damage (including all cargo Handling Equipment,Pipelines)

2.1.1. In respect of all properties as per Valuation report dated August 2019 and owned by/under custody of Cochin Port Authority and situated anywhere within the Confines of the Port/ Terminals. The properties also include fixed/ floating structures/ objects, submarine pipelines, temporary structures etc.

2.1.2. Clauses as per para 2.11

2.1.3 All Risk including AOG Perils, Earthquake, STFI, Tsunami, Impact Damage etc. by (own/calling vessels, floating crafts etc.)

2.1.4 TOTAL SUM INSURED FOR PROPERTIES: INR 6,515,907,406

Loss Limit for 2.1.4 during the policy period – INR 140,000,000

2.1.5 Deductible:

Section 2- Real & Personal Property:

- **Other than AOG peril & Vessel Impact**-2% of claim amount subject to minimum INR 10 lakhs
- **AOG Peril**-2% of claim amount subject to Minimum INR 30 lakhs
- **Vessel Impact**-2% of claim subject to Minimum INR 30 lakhs

Section 3- Handling Equipment

2% of claim amount subject to Minimum INR 6 lakhs

2.2 BUSINESS INTERRUPTION

2.2.1 For Business interruption consequent upon Property damage (including cargo handling equipment, machineries, pipelines etc.)

2.2.2 For Business interruption of the Port operation (wholly or partly) due to / consequent upon or arising out of:

2.2.2.1 Accident Damage to Insured berth/ quay/ jetties/ drydock other insured property/ handling equipment/ machineries

2.2.2.2 Accidental Damage to the pipeline (Submarine/Onshore) (owned by port or not)

2.2.2.3 Interruption of electric supply to insured properties or insured handling Equipment which is beyond the control of the assured.

2.2.2.4 Blockage of Channel/Waterways due to any cause/ **any other external cause**

2.2.2.5 Blockage of any land access within the immediate Vicinity* of the Port/Terminals due to any cause

***(immediate vicinity will mean at least 16kms radii from the entrance Port's operational area)**

2.2.2.6 Sum Insured under Business Interruption:

1. Annual Revenue minus all variable costs: INR 4,071,600,000
2. Indemnity Period: 1 Month
3. Time Excess: 14 Days
4. Loss Limit: INR 340,000,000

2.3 For Port Liabilities (FOR WRECK REMOVAL LIABILITY ONLY)

2.3.1. Port Liabilities covering: - NOT APPLICABLE

Third Party Properties Damage

Third party Death, Bodily Injury, personal injury

Errors & Omissions

Liability to third parties for financial loss, consequential loss, wrongful delivery of cargo, delay or demurrage arising from an error or omission, pilotage, navigational aids, advice on approach to terminal.

Fines & Duties

Fines and penalties, provided always that the statute, regulation or law that is breached relates to the importation or exportation of cargo, the importation or exportation of equipment, immigration, security or anti-terrorism, work place safety, pollution, navigation aids, marine traffic control or pilotage infringement of personal Rights

Advice & Information

Defense Cost

2.3.2 Environment Pollution Liability due to accidental damage to pipeline and/or insured equipment's due to any cause other than terrorism covering NOT APPLICABLE

Death, Bodily Injury of Third Party. Third Party Property Damage compensation to third parties for personal injury or physical loss or damage to property arising from a pollution incident cost incurred in removing, preventing, mitigating or cleaning up any pollutant following an occurrence covered under the Policy which causes accidental pollution Cleanup cost

Costs of measures to prevent further insured losses following an insured event.

Any fine or penalty that arises from any occurrence unless a competent court or tribunal determines that it is illegal or contrary to public policy to be insured against such liability or loss. Tenant's legal liability Any reasonable expenses incurred towards mitigation of the loss including any defence costs, disinfection, and quarantine, and disposal, fumigation for cargo, vessels, containers or equipment following an occurrence.

2.3.3 Overall limit of Liability– NOT APPLICABLE

2.3.4 Liability cover is required only for wreck removal for a limit of INR 10,000,000.

2.3.5 Deductible: INR 500,000

2.4 Please confirm that no replacement/substitution/ in lieu of Port Package policy has been quoted in the Price bid.

2.5 SUMMARY OF LOSS LIMIT & CSL UNDER PORT PACKAGE

2.5.1 Property damage – INR 140,000,000

2.5.2 Business Interruption INR 340,000,000

2.5.3 Combined Single Limit FOR PDBI is INR 480,000,000

2.5.4 Liability arising from Ports Operations – **NOT APPLICABLE**

2.5.5 Liability arising out of Removal of Wreckage – INR 10,000,000

COMBINED SINGLE LIMIT INCLUDING WRECK REMOVAL LIABILITY: INR 490,000,000

2.6 OTHER CLAUSES/TERMS/ADD ON COVERS

The Following add-ons / clauses to be incorporated within the Port Package Policy:

- a. Automatic Acquisition up to 10%** of the total property sum insured- (as per Asset Valuation report) without any additional premium. The said acquisition will be intimated by Cochin Port Authority within 90 days of such acquisition.
- b.** The Policy is subject to Reinstatement Value clause.
- c. Average clause:** Waiver of underinsurance up to **15%** of the sum insurance under Property and BI section
- d. Architect/Surveyors and consulting Engineers fees** extension with a sub-limit of **INR 50,000,000**
- e. Business Interruption as stated in para 2.2.2.3 above** should be treated as an independent insured peril without any relation to insured's property damage (Non- Damage BI).
- f. Electronic Exclusion Clause should be deleted**
- g. Loss Minimisation add on (including Fire Fighting Expenses) cover required up to 10% of the sum insured** over and above the sum insurance.
- h. In the event of a loss, Express freight** including air freight, overtime charges and other sundry expenses up to **INR 1 crore over** and above the respective sum insured under material damage section to be covered.

2.7 Please confirm that GST has been shown separately in the price bid.

2.8 Please confirm that in premium calculation and quotation in the Commercial bid is not deviated from any of the parameters as stated in the coverage and Sum insured / values/limits mentioned in the Price bid

2.9 Please confirm there is no counter/alternative offer/proposal in the Commercial bid and in case there is any deviation from above or addition of any terms/condition which have not been mentioned in Commercial bid, the same will be disqualified and rejected.

2.10 Clauses to be attached:

- a. Being a Reinsurance subject to follow in full all terms, conditions, exclusions, settlements and/or payments of whatsoever nature of the reinsured as far as LSW 1001 Several Liability Notice (Reinsurance)
- b. The policy is non-cancellable from the insurer's side. However, insured reserves the rights to cancel the policy giving a 30- day notice and refund of premium in such case will be on Pro-rata basis.
- c. Geographic Limits - India
- d. Automatic Increase and/or Acquisition Clause as Original as far as applicable subject not exceeding 10% of Total Sum Insured LSW 90 days
- e. Asbestos exclusion Clause
- f. NMA 2962 Biological or Chemical Materials Exclusion Clause.
- g. Sanction Limitations and Exclusion Clause LMA3100
- h. Reinstatement Value Clause
- i. Average Clause (85%)

POLICY FORM: Ports and Terminals Wavelength wording amended as under:

Section 1: Liability

Ports and Terminals Liability LSW 1510 (01/04)

Ports and Terminals Consortium Fire Extension (Liability) (LSW 1511)

Ports and Terminals Consortium Advice and Information Extension (Liability) (LSW1512)

Ports and Terminals Consortium Fines and Duty Extension (Liability) (LSW1513)

Ports and Terminals Consortium Infringement of Personal Rights Extension (Liability) (LSW1514)

Ports and Terminals Consortium Wrongful Delivery of Cargo Extension (Liability) LSW1515:

Section 2: Real & Personal Property and Section 3: Handling Equipment

Ports and Terminals Consortium Section 2 Property Damage Wording, amended 1/04 LSW1516.

Clause 2.1 (Insuring Clause) amended to include electrical and machinery breakdown.

Exclusion 4.8 (Safe working load) amended.

Exclusion 4.9 (Communication Equipment) deleted.

Exclusion 5.2 (Road) deleted.

For the sake of good order, Exclusion 5.4 (Stock) does not apply to stock of spare parts. Clause 8 (Automatic Acquisitions) amended.

Ports and Terminals Consortium Earthquake Extension Clause (Property) Amended, 1/04 LSW151.

Clause A amended to include Tsunami.

Clause B amended to include Tsunami.

48 hours amended to 72 hours.

Ports and Terminals Consortium Section 3, Handling Equipment Wording 1/04 LSW1519.

Clause 2.1 (Insuring Clause) amended to include electrical and machinery breakdown. Clause 2.4 (Removal of Wreck/Debris) included

4.7 (Communication Equipment) deleted.

Exclusion 4.9 (Safe working load) amended.

Exclusion 4.15 (Mechanical or Electrical Breakdown) deleted.

Clause 8 (Protective Maintenance) amended.

Clause 9 (Automatic Acquisitions) amended.

Ports and Terminals Consortium Earthquake Extension Clause (Handling Equipment) Amended 1/04 LSW1520.

Clause A amended to include Tsunami.

Clause B amended to include Tsunami.

48 hours amended to 72 hours.

Section 4 – Business Interruption

Ports and Terminals Consortium Section 4 Business Interruption Wording Amended 1/04 LSW1522,

Clause 2.3 (Interruption to Utility Supply) amended.

Subject to Minor Works Clause

Professional Accountants Fees Clause

Applicable to Sections 2, 3, & 4

Architects, Surveyors', Legal and Consulting Engineers' Fees Clause,.

Pollution Clean-up Costs Clause.
Public Authority Clause.
Claims Preparation Costs Clause.
Minimization of Loss Clause.
Designation of Property Clause
Listed Perils resulting from seepage and/or pollution and/or contamination clause
Limited seepage &/or pollution &/or contamination resulting from physical damage caused by listed perils clause
Waiver of under-insurance upto 15% of Sum Insured under property damage and BI Sum Insured
Marine Impact Insurance Clause
Specialized / Heavy Lift/ Oversize Lifting clause
Toxic Mould Exclusion Clause
Claims Control Clause
NMA 2919 War and Civil War and Terrorism Exclusion Clause

Applicable to Sections 1, 2, 3, & 4

Ports and Terminals Consortium Wording General Policy Provisions 1/04 LSW1524,
Clause 5 (Radioactive Contamination, etc.) deleted.
Clause 10 (Electronic Exclusion Clause) deleted.
Clause 11 (Notice of Potential Claims) amended.
Clause 18 (Premium Payment Clause) deleted.
Clause 21 (Governing Law) amended.
Employment Practices Clause
Simultaneous Payment Clause (Losses)
Waiver of Subrogation and Additional Assured Clause
On Account Payment Clause.
Institute Radioactive Contamination Chemical Biological Bio-chemical and Electromagnetic Weapons
Exclusion Clause (CL370) (10/11/03)
Institute Cyber Attack Exclusion Clause (CL380) (10/11/03)
Sanction Limitations And Exclusion Clause JL2010/005
Unintentional Errors and Omission Clause].
Special Termination Clause.
Continuity Clause

Clauses for the Hull and Machinery Insurance of the vessels owned by CoPA:

1. ITC Hulls Clause dated 1/10/1983 with Clause 8 amended to include 4/4th collision liability and extended to include Clause 9 of ITC Port Risk dated 20/7/1987. **Clause 9 of ITC Hulls Port risk to be extended only for the vessels Regal 2860 and Regal 1990 Bowrider.**
2. Subject to deductible as per GIPSA circular
3. Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electro-magnetic exclusion clause
4. Cancellation returns only- No layup returns
5. All disputes in respect to claims are subject to Indian law and Jurisdiction
6. Trading warranty: Cochin Port Limit within 12 nm
7. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Exclusion Clause dated 10.11.2003.
8. Institute cyber- attack exclusion clause.
9. IACS Classification and maintenance of class clause.
10. Subject to Sanction Limitation and Exclusion clause-LMA3100 wordings.
11. Warranted vessel certified and licensed for trading by competent authorities.
12. Warranted vessel holds valid statutory Licenses & Certificates, including certificate of Survey & complies with all statutory & regulatory conditions at all times during policy period.
13. Warranted in case of rough weather warning, the vessel is to be moored in sheltered waters and all due diligence measures taken.
14. Warranted the registration certificates and certificate of survey to remain valid at all times.
15. Warranted the vessel should have adequate manning as per MMD regulations and crew should be competent as per DG Shipping guidelines.