

ANNEXURE-VII DEVIATION SHEET (COST OF WITHDRAWAL)									
PROJECT:- 2X800 MW SINGRAULI SUPER THERMAL POWER PROJECT STAGE-III									
PACKAGE :- AC AND VENTILATION SYSTEM									
TECHNICAL SPECIFICATION: PE-TS-512-553-002-A001									
NAME OF THE BIDDER M/s									
Sl. No.	Volume/Section	Page No.	Clause No.	Technical Specification/Tender Document No	Complete Description of Deviation	Cost of withdrawal of deviation to be entered by the bidder in	Reference of price Schedule of which Cost of Withdrawal of Deviation is applicable	Nature of cost of withdrawal of deviation (Positive/Negative)	Reasons for quoting deviation
1	TECHNICAL DEVIATION								
1.01									
1.02									
1.03									
1.04									
1.05									
1.06									
1.07									
1.08									
2	COMMERCIAL DEVIATION								
2.01									
2.02									
2.03									
2.04									
2.05									
2.06									
2.07									
2.08									

**NOTES:**

1. Cost of Withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. All the bidders have to list out all their technical & commercial deviations (if any) in details in the above format.
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.
5. Bidder shall furnish price copy of above format along with price bid.
6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII of BOP GCC, Rev-00 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.
14. In case of NIL deviation, write "NIL" for both tech and commercail deviation and submit along with part-1.

**INTEGRITY PACT****Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

### **Section 4 - Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

**Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

**Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)**

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

**Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.



- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

Aanchal Choudhary, BHEL-PEM.

For & On behalf of the Principal  
(Office Seal)

Place Noida  
Date \_\_\_\_\_

Witness: Upendra  
(Name & Address) Upendra Choudhary  
Noida

For & On behalf of the Bidder/ Contractor  
(Office Seal)

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

### Clause on IP in the tender

#### **Integrity Pact (IP)**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

#### Note:

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:*

Details of contact person(s):

(1)  
Name: \_\_\_\_\_  
Deptt: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: (Landline/ Mobile) \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

(2)  
Name: \_\_\_\_\_  
Deptt: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: (Landline/ Mobile) \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Local Content Declaration Certificate as per MII order**  
*(To be given on Letter head of Bidder)*

Ref: .....

Date: .....

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building,  
Plot No 25, Sector -16A  
Noida (U.P)-201301

Reference: Tender Enquiry No- **77/25/6038/AAN** dtd **04/06/2025**

Name of Package: **AC AND VENTILATION SYSTEM: E&D+ Supply + Mand spares+ E & C+O&M services**

Project: **2X800 MW SINGRAULI SUPER THERMAL POWER PROJECT STAGE-III**

Dear Sir,

We hereby certify that items of .....(Package name)  
for.....(Project Name) offered by M/s .....(bidder's name)  
having its works/office at ..... has local content of .....%. Further,  
it is also certified that the local content percentage (%) certified above is in line with definition of local  
content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017- revision,  
having ref. no. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II dated 04.06.2020 & 19.07.2024 an  
M/s..... qualifies as Class-I/Class-II (strike out whichever is not  
applicable) local supplier.

Further, cost of locally imported items (inclusive of taxes) sourced locally from resellers/ distributors  
is Rs ..... and cost of licence/royalty paid/technical expertise cost etc. source from outside of India  
is Rs.....

Details of the location(s) at which the local value addition-

Yours very truly

..... (Signing Authority Name & Sign)

..... (Firm Name)

An undertaking regarding Land Border Declaration on company letter head only  
(To be provided along with bid)

Reference: Enquiry No: **77/25/6038/AAN dtd 04/06/2025**

Item: **AC AND VENTILATION SYSTEM : E&D+ Main Supply + Mand spares+ E & C+O&M services**

Project: **2X800 MW SINGRAULI SUPER THERMAL POWER PROJECT STAGE-III**

TO WHOM SO IT MAY CONCERN

This is with reference to circular F.No.7/10/2021-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division. reg. restriction under rule 144(xi) of GFR.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that M/s ..... (Bidder name, address & contact details) is not from such a country and is eligible to be considered/participate in tender enquiry no: **77/25/6038/AAN** dtd 21/05/2025).

We further certify that we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we shall fulfil all requirements in this regard.

Sign & Signature (Not below Director/owner of the company with Seal of Company)

Date:

Place:

**PROJECT GROUP I**  
**POWER SECTOR – PROJECT ENGINEERING MANAGEMENT**  
**BHARAT HEAVY ELECTRICALS LIMITED**

**SPECIAL CONDITIONS OF CONTRACT (SCC) Rev.00**  
**2X800MW SINGRAULI STPP, Stage-III-EPC**

These Conditions shall be read and construed along with latest applicable (i.e. BOI or BOP) General Conditions of Contract (GCC/ATC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the conditions given in SCC shall prevail over the GCC.

Sl. No.	Title	Description
1.	Project Name	<b>2X800MW SINGRAULI STPP, Stage-III – EPC</b>
2.	Nature of project & Type of Bidding	Competitive Bidding
3.	BHEL's Customer	NTPC
4.	Customer Consultants	NA
5.	Buyer and Paying Authority	For packages where BHEL PEM will issue the Purchase Order - BHEL PEM will be the paying authority. For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL PSNR - BHEL PSNR Site will be the paying Authority.
6.	Consignee Address (Bill To)	<b>FOR SUPPLY PACKAGES:</b> BHEL, Power Sector-Project Engineering Management, BHEL SADAN, 3 <sup>rd</sup> FLOOR, Sector-16A, Noida, Uttar Pradesh-201301. BHEL-PEM GSTIN: 09AAACB4146P2ZC  <b>FOR TURNKEY PACKAGES</b> (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSNR):  Construction Manager, BHEL site office, 2X800MW SINGRAULI STPP, Stage-III 1004 Singrauli Super Thermal Power Station P.O. SHAKTINAGAR , SONEBHADRA UTTAR PRADESH -231222 BHEL-PSNR - GSTIN No.- 09AAACB4146P2ZC
7.	Delivery Address (Ship To)/BHEL Site office address	Construction Manager, BHEL site office, 2X800MW SINGRAULI STPP, Stage-III 1004 Singrauli Super Thermal Power Station P.O. SHAKTINAGAR , SONEBHADRA UTTAR PRADESH -231222 BHEL-PSNR - GSTIN No.- 09AAACB4146P2ZC
8.	Location of Plant	The project is located in Sonebhadra District of Uttar Pradesh. The Project is located at 118 Km towards South of District Head Quarters Robertsganj and is well connected by State Highway SH-5A. Nearest National Highway NH-39 is at a distance of about 5 Km from the Project.  Nearest Major Town – Robertsganj (118 kms) Nearest Airport– Varanasi (220 kms) Nearest Railway Station– Shaktinagar (3 kms)
9.	Mode of Dispatch	By Rail/Road/Sea on door delivery and freight pre-paid basis

10.	BHEL GSTIN Details	<p><b>For supply packages:</b> BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN <b>09AAACB4146P2ZC</b></p> <p><b>For Turnkey packages:</b> BHEL-PSNR – GSTIN - <b>09AAACB4146P2ZC</b></p>
11.	QR Code Affixing Requirement for SPMS ( <b>Mandatory Requirement</b> )	<p>Vendor to mandatorily required to furnish detailed shipping/packing list to BHEL in format as per Annexure 1 of this SCC. BHEL shall provide QR codes for each boxes/bundle/shipping sections etc.</p> <p>Vendor is mandatorily required to print the generated QR in half of A4 size printer using a normal printer. One copy of this QR code must be attached to the respective box/bundle/gunny bag/shipping section etc. The other copy of the QR code must be enclosed with the documents sent along with the consignment. After reaching at site, QR code shall be scanned at gate and material shall be received by site.</p> <p>Further, vendor to ensure that</p> <ol style="list-style-type: none"> <li>All the items being dispatched in the consignment/LR are listed in the packing list.</li> <li>Proper precautions are taken while affixing to ensure that the “Fixed QR Code” should not damage during transit.</li> <li>QR code is correctly fixed to all the box/bundles/loose items being dispatched in consignment. Any delay arising thereof due to incorrect tagging/missing tags shall be to vendor’s account.</li> </ol> <p>BHEL shall provide QR code within 2-3 days of submission of shipping/packing details (as per Annexure-1) by vendor. Vendor to plan dispatches accordingly without affecting the delivery schedule.</p>
12	Transit Insurance	<p>As per Notice Inviting Tender (NIT).</p> <p>In case, Transit Insurance is specified in BHEL Scope in NIT - Insurance details shall be provided by BHEL-PEM.</p> <p>For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office:</p> <ul style="list-style-type: none"> <li>Policy No.</li> <li>Consignee Name.</li> <li>Consignment Details (items with their weights and value (in INR).</li> <li>Project Name and P.O. No.</li> <li>LR No. and date, Dispatch origin and destination details, Invoice No.</li> <li>Vendors to intimate the underwriters quoting the insurance Policy details.</li> </ul>
13.	Dispatch intimation	<p>Yes, in writing, not less than 15 (Fifteen) days prior to date of shipment and dispatch details to be sent to:</p> <ul style="list-style-type: none"> <li>BHEL Site office (address as mentioned at Sl. No. 7)</li> <li>BHEL PEM Noida (address as mentioned in NIT for PO issued by PEM)</li> <li>BHEL PSNR (For PO Issued by BHEL PSNR)</li> </ul>
14.	Demurrage charges	Demurrage charges shall be paid by supplier/vendor only. No claim shall be acceptable to BHEL in this regard.
15.	Unloading, Storage & Movement of material at site	<ul style="list-style-type: none"> <li>By BHEL site office for supply packages (where only supply is in vendor’s scope).</li> <li>By vendors for Turnkey (where Supply and E&amp;C is in vendor scope)</li> </ul> <p><b>Note:</b> The Supplier shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL Site Contractor. No claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in sl. no. 15 above is solicited.</p>

16.	Taxes & Duties (For Domestic Vendor)	As per Notice Inviting Tender (NIT/ATC).
17.	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of foreign vendors, quoted prices & Dispatches shall be on <b>C &amp; F Port-Mumbai Basis</b> and Taxes & Duties in the country of dispatch shall be borne by Foreign vendor.
18.	Inspection Agency	<p>Inspection of packages shall be carried out by agency as per below Inspection category of packages:</p> <p><b>Cat-I:</b> Inspection shall be done jointly or separately by NTPC and BHEL or BHEL's TPIA.</p> <p><b>Cat-II:</b> Inspection shall be done by BHEL only.</p> <p><b>Cat-III:</b> Certificate of Compliance shall be furnished by Vendor.</p> <p><b>Note:</b> Please note, for Cat I &amp; II items BHEL reserve the right to carry inspection by themselves or through nominated third party inspection agency (TPIA). Third party inspection agency, if any, shall be informed after award of contract.</p>
19.	Inspection procedure	<p><b><u>For Domestic supplies:</u></b></p> <p>As per Notice Inviting Tender (NIT).</p> <p><b><u>For Foreign supplies</u></b></p> <p>In case of Foreign supplies, if NTPC approved 3rd party inspection agency does not participate in the inspection, test certificates &amp; inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by BHEL PEM and then, sent to NTPC for clearance.</p> <p>The dispatch clearance (MDCC) by NTPC/ BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates and photographs as per above.</p>
20.	Material Dispatch Clearance Certificate (MDCC) Issuing Agency	<p>MDCC shall be issued by BHEL only after receipt from NTPC.</p> <p>It is the responsibility of vendor to furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of NTPC MDCC by BHEL</p>
21.	Mandatory Spares	Delivery of mandatory spares shall be as per NIT.
22.	Construction Facilities to Vendor	<p><b>Construction Power:</b></p> <p>Construction Power is available on chargeable basis which can be provided at single point source. Further distribution is to be done by concerned vendor.</p> <p><b>Construction water:</b></p> <p>Available on chargeable basis at one point. Further distribution is to be done by concerned vendor.</p>
23.	Storage Infrastructure by Vendor	<p><b>For Turnkey packages:</b></p> <p>Open Space/leveled area for storage of material and open space for office construction will be provided free of charge within 5 km of plant premises at location as per availability.</p>



23.A		<p>(a) Vendor shall compulsory make covered storage shed of minimum size of 15 feet x 35 feet for storage of valuable Electrical/ Electronic items/ Instruments etc.</p> <p>(b) Vendor shall compulsory make office of size 10 feet x 15 feet for site Engineer/ Staff along with facility of Computer/ Laptop/ Printer for protocol preparation and submission to BHEL.</p> <p>(c) Alternately, vendor can provide container of suitable size for above purpose, i.e. (a) and (b).</p>
23.B	Storage space by BHEL for Mandatory spare	For BOP Turnkey package – close storage shed shall be provided for storage of Mandatory Spare till handover to customer.
24.	Safety Officer and Quality Engineer by Vendor	<p>For Turnkey packages, vendor shall deploy one number Safety Officer and one number Quality Engineer during total E&amp;C period.</p> <p>In case of failure of above, BHEL shall deploy it and appropriate charges shall be deducted from vendor due payments.</p> <p>The charges for Non-deployment of Safety officer and Quality Engineer is Rs. 50,000.00 per man-month for each staff. This charge amount is exclusive of GST</p> <p>Medical/First aid center/medicine purchased for emergency/Doctor purpose along with ambulance services with fuel and operator (round the clock) shall be arranged by BHEL for handling medical emergencies. Cost against these facilities shall be distributed / shared among the vendors working in Singrauli Project site proportionately based on contract value.</p>
25.	Packing Identification & Marking [If not specified in NIT]	<p>Each box shall be marked with Capital Letters in "Red" indicating the PEM SUPPLY (Main Supply/Commissioning Spares/Mandatory Spares) for <b>2X800MW SINGRAULI STPP, Stage-III.</b></p> <p>NOTE: Main supply item and items for commissioning spares must be packed separately. Each package delivered under the Contract shall be marked by supplier and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated).</p> <p>Such marking shall show the description and quantity of contents, the name and address of consignee, the Gross weight and Net weight of the package, the name of the Supplier, PEM P.O. reference number, with a distinctive number of mark sufficient for purposes of identification.</p> <p>Besides above necessary, packing shall bear a special marking 'TOP', 'BOTTOM', 'DO NOT TURN OVER', "KEEP DRY", "HANDLE WITH CARE", etc.</p> <p>IMPORTANT: -</p> <ul style="list-style-type: none"> <li>• Two copies of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also.</li> <li>• The Packing list details for the consignment must be put inside the Box/Boxes.</li> </ul> <p>Items like pumps, Valves, Hoists, Cranes etc. shall essentially have O&amp;M Manuals and E&amp;C guidelines duly enclosed in the packing box. Certificate to such effect shall also be reflected in packing slip.</p> <p>Mandatory spares shall be properly packed separately in separate box painted in Red, <b>indicating Mandatory Spares in bold letters</b> and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the CUSTOMER approved BBU for Mandatory spares &amp; Number per item (to match the description given in the packing slip) to facilitate their- proper identification</p>

		by end customer/ BHEL Site. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc.
26.	Submission of Final Drgs/ Docs along with O&M Manual, Type Test Certificates (if any)	<p><b><u>No. of O&amp;M Manuals</u></b></p> <p>As per applicable GCC / Tender documents/Kick-off meeting.</p> <p>If not specified anywhere, Vendor to submit final approved O&amp;M Manual in 12 Hard copies and 4 No of CD ROMs/DVDs/Pen drive.</p>

## Enclosures

Annexure 1 – Format of packing list/shipping list for QR code generation as per SCC Clause no. 11.

Sharad Chandra

Digitally signed by Sharad Chandra  
DN: cn=Sharad Chandra, o=BHEL, ou=PEM,  
email=sharadchandra@bhel.in, c=IN  
Date: 2024.05.09 14:07:44 +05'30'

**ANNEXURE-1**

SNO	Customer	Contract No	Type	PGMA	PGMA Des	DU	DU Des	Dispatch Qty.	Unit	BBU No.	BBU Sno	Box No.	Packing List No.	Material Required For (Set1/ Set-2)	NS	Remarks
	NTPC	CS-1150-001R-2-FC-COA-7407, Dtd. 05.03.2024	<BOI * > <*BHEL shall indicate whether item is BOI or BHEL Inhouse manufacture >	<Vendor to fill BHEL Item Code>	<Vendor to fill Package Code>	BHEL PSPPEM NOIDA	<Vendor to fill up Item wise description>	<Vendor to fill up dispatch quantity>	<Vendor to fill up UOM>	to fill up BBU No. provided by BHEL>	<Vendor to fill up BBU No. provided by BHEL>	<Vendor to fill up box no.>	<Vendor to fill up Packing list number>	Vendor to indicate Material is for Unit-1 or Unit-2	<Nature of Supply :Vendor to indicate whether Item is Main supply or mandatory spares>	Remarks if any



## UNITED INDIA INSURANCE COMPANY LIMITED

D-24 & E-25, HIMALAYA HOUSE 23, K G MARG, NEW DELHI NEW DELHI, NCR, DELHI  
- 110001

PHONE: (11) 23318077 FAX: EMAIL:

MARINE CUM ERECTION INSURANCE POLICY

POLICY NO.:5003004424P112714552 (SCE) / 5003002124P112714555 (MCE)  
UIN NO. IRDAN545CP0066V01200708

PERIOD OF INSURANCE  
From 18:00 Hrs of 15/10/2024  
To Midnight of 14/04/2029

*Insured*

### **BHARAT HEAVY ELECTRICALS LIMITED**

POWER SECTOR NORTHERN REGION (PSNR)  
HRDI & PSNR COMPLEX, PLOT NO. 25, SECTOR - 16 A , FLIMCITY  
201301  
GAUTAM BUDDHA NAGAR  
UTTAR PRADESH

Agent Name :  
Agent Code :  
Mobile/Landline Number/Email :

The genuineness of the policy can be verified through "Verify Your Policy" link at [www.uiic.co.in](http://www.uiic.co.in).

For any Information, Service Requests, Claim intimation and Grievances please write to [500300@uiic.co.in](mailto:500300@uiic.co.in)

Download Customer App([www.uiic.co.in](http://www.uiic.co.in)). REGD. & HEAD OFFICE, 24, WHITES ROAD, CHENNAI - 600014.

Website: <http://www.uiic.co.in>

Printed By : VIN46413 @ 12/11/2024 2:06:06 PM



MARINE CUM ERECTION INSURANCE POLICY  
 SCHEDULE

Policy No.	5003004424P112714552 (SCE) / 5003002124P112714555 (MCE)	Prev. Pol. No.	5003004415P110928190
Name Of Insured/ID	BHARAT HEAVY ELECTRICALS LIMITED / 23015876332		
Tel.(O)		Fax	
Business/Occupation	None	Tel.(R)	
Period of Insurance	From	18:00 Hrs of 15/10/2024	To
			Midnight of 14/04/2029

Coinsurance Details:

Company Name	Office Code	Leader(L)/Non-Leader(N)	Share(%)
UIIC	500300	L	50
TNIA	930000	N	10
RGIC	1301	N	15
GDG	12402	N	25

Unique Reference Code:	UII500300EN0123310642425
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Principal,Contractor and Subcontractor Details:As Per list Attached

Extended Maintenance Cover Period(Months): 18

(Including 3.00 Month Testing Period and Followed By Maintenance  
 Period(Months):NA)

EarthQuake Cover Is:Include (Full Cover)

Storage Premium: ₹ 321879226 Thirty-two crores eighteen lakhs seventy-nine thousand two hundred twenty-six rupees only

TPL Sum Insured: ₹ 100,000,000.00	AOY Limit: ₹ 100,000,000.00
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Marine Premium	₹ 2,000,003.05
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Single Carring Limit ₹ 320,000,000.00  
 Per Bottom Limit ₹ 0.00

Limit: ₹ 320,000,000.00 any one vessel

**LOCATION CLAUSE :** In case of loss and /or damage before shipment after discharge to the insured interest in any one locality the underwriter notwithstanding anything to the contrary contained in this contract,shall not be liable in respect of any one accident or series of accidents arising ,out of the same event for more than its proportion of an amount upto,but not exceeding ,the sum of  
 The conveyance of the insured interest upon interior or by land transit shall not be deemed to be shipment within the meaning of this clause.

**Voyage:** Air Sea Rail Road  
**Voyage From:-**ANYWHERE IN INDIA,**Voyage To:-**PROJECT SITE

**Premium:** 379817487

**Type of Cover** ICC A

**Nature Of Project :** Power Plants: Steam based

**PERIOD:**The Cover commences from the data of the first consignment or depatch from the manufacturer's /supplier's warehouse either in India and abroad and remains in force for the period as mentioned above (the said period starting from the arrival of the first consignment or despatch at the site of erection) or the completion of erection including test period not exceeding four weeks ,whichever is earlier.

**Premium:** as per Premium Endorsement hereunder:Claims Payable : On the basis of the actual loss sustained at the time of claim.NOTICE of loss or damage to be given and survey arranged and a certificate obtained from the Company's Agent at Part of discharge or in case where the company has no agent,by a Certificate from Lloyd's Agents,without which Certificates on claim for loss will be paid.

**Closing Particulars:** All shipments are to be declared to the Company immediately upon receipt of shipping documents and stamped Certificates to be obtained from the company's Office at the issuing office.

**Full Description of Plant and Machinery:** 2\*800 MW STPP SINGRAULI STAGE III EPC PACKAGE SHAKTINAGAR, DISTRICT SONBHADRA, UTTAR PRADESH SONBHADRA STATE-UTTAR PRADESH PIN-231219

**Site Of Erection:** 2\*800 MW STPP SINGRAULI STAGE III EPC PACKAGE SHAKTINAGAR, DISTRICT SONBHADRA, UTTAR PRADESH SONBHADRA STATE-UTTAR PRADESH PIN-231219  
**Type of Sales Contract** CIF

Storage Premium:	₹ 381,759,335.00
EQ Premium :	₹ 62,095,725.00
STFI Premium :	₹ 248,382,900.00
Terrorist Loading:	₹ 42,302,705.00
Net Premium:	₹ 321,879,226.00
IGST(18%):	₹ 57,938,261.00
Stamp Duty:	₹ 1.00
<b>Total Premium:</b>	<b>₹ 379817487</b>
Receipt No.:	10150030024114953520, 10150030024114953522
Receipt Date:	12/11/2024, 12/11/2024

Agency/Broker Code:

Description	SECTION I MATERIAL DAMAGE	Sum Insured(₹)
1. Plant & Equipment To Be Erected (Brief Details)		137990500000
1.2 Machinery Fabricated Or Manufactured In India		137990500000
1.2.1 Invoice Cost incl. Freight, Insurance, Handling, Clearing & Transport upto Factory Site		
2. Increased Replacement Value		

(a) Imported	SCE 0.00%	MCE 0.02	12,710,000,000.00
(b) Indegeneous	SCE 0.00%	MCE 0.02	84,840,300,000.00
TOTAL FOR SECTION I			97,550,300,000.00

<b>SECTION II:</b>		
1. Limit of indemnity in respect of any one person		₹100,000,000.00
2. Limit of indemnity in respect of any one accident or series of accidents arising out of one event		₹100,000,000.00
3. Total limit for Section II during Policy period		₹100,000,000.00

**EXCESS for Section I and II**

Risk Code	Normal Excess	Testing Excess	AOG Excess	For Risk Complying with Regulations for Fire Protection as per Endorsement 'B'	For Risk Not Complying with Regulations for Fire Protection as per Endorsement 'B'
153006	For each claim 5% of claim amount subject to minimum of ₹ 0	For each claim 5% of claim amount subject to minimum of ₹ 0	For each claim 10% of claim amount subject to minimum of ₹ 0	For each claim 5% claim amount Subject to a minimum of Testing Period Excess ₹ 0	For each claim 10% claim amount Subject to a minimum of Testing Period Excess ₹ 0

Attachment of Standard Marine Clauses :Notwithstanding contained herein to the contrary, it is hereby declared and agreed that the relevant Clause viz (1) Institute Cargo Clause (A),(2) Institute War Clauses (Cargo),(3)Institute Strike Clause,(4) Inland Transit (Railway and/or Road) Clause(A),(5)Inland Strike Clause (Cargo),(6) Institute Cargo Clause(Air),(7)Institute War Clause(Air Cargo),(8)Institute Strike Clause(Air Cargo) and (9) Institute classification Clause(1-7-78) To the extent relevant and applicable are deemed to have been attached to this Policy .The attached Clauses and Endorsements from part of this Policy.

- Sanction Limitation and Exclusion Clause
- ENGG/END-101: CIVIL ENGINEERING WORKS
- ENGG/END-103: ENDORSEMENT REGARDING CROSS LIABILITY COVER
- ENGG/END-104: ENDORSEMENT REGARDING ESCALATION
- ENGG/END-105: ENDORSEMENT REGARDING AIR FREIGHT
- ENGG/END-106: ENDORSEMENT REGARDING ADDITIONAL CUSTOMS DUTY
- ENGG/END-109: HYDROCARBON ENDORSEMENT FOR TESTING & COMMISSIONING
- ENGG/END-110: ENDORSEMENT CONCERNING STORAGE
- ENGG/END-113: MAINTENANCE VISITS AND EXTENDED MAINTENANCE COVER
- Institute Cargo Clauses (Air Cargo)
- Institute Cargo Clause (A)
- Institute Cargo Clause (C)
- Inland Transit (Rail or Road) A-All Risk
- Institute Theft Pilferage and Nondelivery Clause
- IMPORTANT NOTICE
- Institute Classification Clause
- Institute Replacement Clause
- Institute war cancellation clause
- heavy light medium machine new
- machinery clause
- pair and set clauses
- Second hand machinery clause
- Specified Territory Exclusion Clause

<b>Special Condition</b>	ALL TERMS AND CONDITIONS , ADDONS, DEDUCTIBLES, WARRANTIES & EXCLUSIONS AS PER TENDER NO. BHEL:CO:FIN:INS::NTPC2*800 MW SINGRAULI STPP STAGE III DATED 21.8.2004 & Annexure attached . WAR CANCELLATION/ PARAMOUNT WAR CANCELLATION & TERMINATION OF TRANSIT (TERRORISM) CONDITIONS SHALL BE APPLICABLE. RATE FOR EXTENSION- PRORATA RATE WILL BE APPLICABLE FOR POLICY PERIOD+ EMP NOT GREATER THAN 96 MONTHS SUBJECT TO ICR LESS THAN 60% . FOR POLICY PERIOD + EMP MORE THAN 96 MONTHS , AS DECIDED BY REINSURER.
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**Principal Contractor & SubContractor List:**

Principal Details	Contractors Details	Sub Contractor Details
NTPC LTD, NOIDA THERMAL POWER	BHARAT HEAVY ELECTRICALS LTD. NEW DELHI ENGINEERING	NA

**Cover Details:-**

Cover Name	SI(₹)	Premium(₹)
Material Damage	137,990,500,000.00	0.00
50 50 Clause	0.00	0.00
72 hrs Clause	0.00	0.00
Additional Customs Duty	100,000,000.00	0.00
Amendment in Fire Fighting Endorsement Wording	137,990,500,000.00	0.00
Cross Liability Cover	100,000,000.00	0.00
Earthquake Cover	137,990,500,000.00	62,095,725.00
Expediting Cost Including Air Freight and Express Freight	1.00	0.00

Extended Maintenance Cover	137,990,500,000.00	9,659,335.00
Free Automatic Reinstatement Clause	13,799,050,000.00	0.00
Loss Minimisation Expenses	0.00	0.00
OffSite Storage or Fabrication	250,000,000.00	4,829,667.50
Owner Surrounding Property	13,799,050,000.00	0.00
Professional Fees	0.00	0.00
Removal of Debris	10,000,000.00	4,829,667.50
STFI	137,990,500,000.00	248,382,900.00
Terrorism Cover	137,990,500,000.00	42,302,705.00
Third Party Liability	100,000,000.00	4,829,667.50
Waiver of Contribution Clause	137,990,500,000.00	0.00
Waiver of Subrogation Clause	137,990,500,000.00	4,829,667.50
Basic Marine	97,550,300,000.00	1,951,006.00
War and SRCC	12,710,000,000.00	48,997.05
Escalation- 10% of Sum Insured		

Customer GST/UIN No.:	09AAACB4146PCZ2	Office GST No.:	07AAACU5552C1ZL
SAC Code:	997137	Invoice No. & Date:	44241112714552 & 12/11/2024
Amount Subject to Reverse Charges-NIL			

We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule.

**Anti Money Laundering Clause:-**In the event of a claim under the policy exceeding ₹ 1 lakh or a claim for refund of premium exceeding ₹ 1 lakh, the insured will comply with the provisions of AML policy of the company. The AML policy is available in all our operating offices as well as Company's web site.

LET US JOIN THE FIGHT AGAINST CORRUPTION. PLEASE TAKE THE PLEDGE AT <https://pledge.cvc.nic.in>.

Date of Proposal and Declaration : 15/10/2024

IN WITNESS WHEREOF, the undersigned being duly authorised has hereunto set his/her hand at LCB DELHI 500300 on this 12th day of November , 2024 .

For and On behalf of  
United India Insurance Co. Ltd.



Duly Constituted Attorney(s)  
Underwritten By - VIN46413 ( RO UNDERWRITER ) , Approved By - ABH29704(HO UNDERWRITER\_ENGINEERING),RUC29326(COINSURER HUB APPROVER)

Affix Policy Stamp  
here.

## MARINE CUM ERECTION INSURANCE POLICY

WHEREAS the insured named in the Schedule hereto had made to UNITED INDIA INSURANCE CO. LTD. (hereinafter called 'the Company') a written proposal by completing a Proposal Form which together with any other statements made in writing by the insured for the purpose of this Policy, is deemed to be incorporated herein.

NOW THIS POLICY OF INSURANCE WITNESSETH

that subject to and in consideration of the Insured having paid to the Company, the premium mentioned in the said Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the company will indemnify the Insured against sudden and unforeseen physical loss of or damage to the property insured in the manner and to the extent hereinafter provided.

**GENERAL EXCLUSIONS**

The Company will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by-

- a) War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not). civil war, rebellion, revolution, insurrection, mutiny, civil commotion, military or usurped power, martial law, conspiracy, confiscation, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any government de jure or de facto or by any public, municipal or local authority.
- b) Nuclear reaction, nuclear radiation or radioactive contamination.
- c) Willful act or willful negligence of the Insured or his responsible representative
- d) Cessation of work whether total or partial.
- e) Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss are excluded.

For the purpose of this warranty an act of terrorism means an act, including but not limited to the use of force or violence and/ or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) committed for political, religious, ideological or similar purpose including the intention to influence any Government and/ or to put the public, or any section of the public in fear.

The Warranty also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing suppressing or in anyway relating to action taken in respect of an act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the reminder shall remain in full force and effect.

In any action, suit or other proceedings where the company allege that by reason of the provisions of Exclusion(a) above any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

**PERIOD OF COVER**

The liability of the Company shall commence, (notwithstanding any date to the contrary specified in the Schedule) only from the time after the unloading of the property specified in the Schedule from any conveyance at the site specified in the schedule and shall continue until immediately after the first test operation or test loading is concluded (whichever is earlier) but in no case beyond four weeks from the day on which after completion of erection a trial running is made and/or readiness for work is declared by the erectors/contractors, whichever is earlier. If however, a part of a plant or one or several machine/s is /are tested and put into operation the cover and consequently the liability of the Company for that particular part of the plant or machine ceases whereas it continues for the remaining part which are not yet ready.

In case after the expiry of four weeks of trial running, approval of the plant or any part thereof is not given by the concerned Authorities the cover for the extended period of further trial running can be covered at extra premium to be arranged before hand.

If the actual erection period is shorter than the period indicated in the Schedule, no refund of premium shall be allowed, unless specifically allowed by Insurers.

In the case of second-hand/used property, the insurance hereunder shall however, cease immediately on the commencement of the testing.

At the latest, the insurance shall expire on the date specified in the Schedule but if the work of erection and test operations included in the insurance is not completed within the time specified hereunder, the company may extend the period of Insurance but the Insured shall pay to the Company additional premium at agreed rates.

1. The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statement and the answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the company.
2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this policy and expression 'this Policy' wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, or damage or liability and comply with statutory requirements and manufacturer's recommendations
4. (a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk.  
(b) The Insured shall immediately notify the Company by telegram and in writing of any material change in the risk and cause at his own expense such additional



precautions to be taken as circumstances may require and the scope of cover and/or premium shall, if necessary be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

5. In the event of any occurrence ,which might give rise to a claim under this Policy, the Insured shall-
  - a) Immediately notify the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage.
  - b) Take all steps within his power to minimise the extent of the loss or damage
  - c) Preserve the parts affected and make them available for inspection by a representative of the company or surveyor deputed by the Company.
  - d) Furnish all such information and documentary evidence as the company may require.
  - e) Inform the police authorities in case of loss or damage due to theft or burglary.

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its detection.

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding Rs.7,500/-..In all other cases a representative of the company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are affected.If a representatives of the company does not carry out the inspection within a period of time that could be considered as adequate under the circumstances the Insured is entitled to proceed with the repairs or replacement.

6. The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay. The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any right or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the company.
7. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator, to be appointed in writing by the parties to or, if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three Arbitrators comprising of two Arbitrators- one to be appointed by each of the parties to the dispute /difference, and the third Arbitrator to be appointed by such two Arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that award by such Arbitrator/Arbitrators of the amount of the loss or damage shall be first obtained.

8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.
9. If at the time any claim arises under this Policy there be any other insurance covering the same loss, or damage or liability the company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.
10. This insurance may be terminated at the request of the Insured at any time in which case the Insurers will refund appropriate premium amount subject to the following conditions-
  - i) Claims experience under the policy as on date of cancellation should be less than 60 % of reworked premium.
  - ii) 'The unexpired period is not less than 3 months or 25 % of the policy period whichever is less'.
  - iii) Testing period should not have commenced.

This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, on grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation of the insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

## SECTION I - MATERIAL DAMAGE

The Company hereby agrees with the Insured (subject to the exclusions and conditions contained herein or endorsed hereon) that if, at any time during the period of insurance stated in the said Schedule, or during any further period of extension thereof the property (except packing materials of any kind) or any part thereof described in the said Schedule be lost, damaged or destroyed by any cause, other than those specifically excluded hereunder, in a manner necessitating replacement or repair the Company will pay or make good all such loss or damage up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in the whole the total sum insured hereby-

The Company will also reimburse the Insured for the cost of clearance and removal of debris following upon any event giving rise to an admissible claim under this policy but not exceeding in all the sum (if any) set opposite thereto in the Schedule.

## EXCLUSIONS TO SECTION - I

The Company shall not, however, be liable for -

- a) the first amount of the loss arising out of each and every occurrence shown as Excess in the Schedule;
- b) loss discovered only at the time of taking an inventory;
- c) normal wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, scratching of painted or polished surfaces or breakage of glass;
- d) loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection.

This exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss or damage to other insured items resulting from such excluded perils;

- e) the cost necessary for rectification or correction of any error during erection unless resulting in physical loss or damage;
- f) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidence of debts, notes, securities, cheques, packing materials such as cases, boxes, crates;
- g) any damage or penalties on account of the Insured's non-fulfillment of the terms of delivery or completion under his Contract of Erection or of any obligations assumed thereunder including consequential loss of any kind or description or for any aesthetic defects or operational deficiencies.

## PROVISIONS APPLYING TO SECTION I

### Memo 1. SUM INSURED

It is a requirement of this insurance that the Sum of Insurance stated in the Schedule shall not be less than the completely erected value of the property inclusive of freights, customs duty, erection cost and the Insured undertakes to increase or decrease the amount of insurance in the event of any material fluctuation in the level of wages or prices. Provided always that such increase or decrease shall take affect only after the same has been recorded on the Policy by the Company.

If, in the event of the occurrence of a loss, or damage it is found that the Sum Insured representing the completely erected value of the property and/or of particular items involved is less than the amount required to be insured the amount recoverable by the Insured under the policy shall be reduced in such proportion as the Sum Insured bears to the amount required to be insured.

### Memo 2 . PREMIUM ADJUSTMENT

The sum Insured under the Policy representing the completely erected value of the plant machinery/project shall be adjustable at completion of erection on the basis of actual values to be declared by the insured in respect of freight and handling charges, customs dues and cost of erection and the difference in premium shall be met with by payment, at the rate agreed to or by the insured as the case may be. Any increase or decrease in the Prime cost of plant and equipment shall not be the subject matter of premium adjustment.

### Memo 3 .BASIS OF LOSS SETTLEMENT

In the event of any loss or damage the basis of any settlement under this Policy shall be-

- a) in the case of damage which can be repaired, the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage,

OR

- b) in the case of a total loss the actual value of the items immediately before the occurrence of the loss less salvage;

However, only to the extent the cost claimed has to be borne by the Insured and to the extent they are included in the Sum Insured and provided always that the provisions and conditions have been compiled with.

All damages which can be repaired shall be repaired , but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) above.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy.

**EXTENSION OF COVER** - Any extra charges incurred for overtime, work on holidays, express freight (excluding air freight), are not covered by this insurance, unless agreed upon at an additional premium.

In the event of loss or damage the insurance shall not withstanding be maintained in force during the period of insurance for the sum insured, the insured undertaking to pay a pro-rata additional premium of the full amount of each claim for the loss or damage from the date of such loss to the expiry of the period of insurance.

### Memo 4. CONSTRUCTION PLANT AND MACHINERY

Loss of or damage to Construction Plant and Machinery exclude loss or damage directly caused by its own explosion or its own mechanical or electrical breakdown or derangement.

### Memo 5 . SURROUNDING PROPERTY

Loss or damage to property located on or adjacent to the site and belonging to or held in care, custody or control of the Principal (s) or the Contractor(s) shall only be covered if occurring directly due to the erection, construction or the testing of the items insured under Section I and happening during the period of cover, and provided that a separate Sum therefore has been entered in the Schedule under Section I, Item 5 for Principal's specified surrounding property. This cover does not apply to construction/erection machinery, plants and equipment.

### Memo 6 . MAJOR PERILS/ACTS OF GOD CLAIMS

The Major Peril/Acts of God claims shall mean claims arising out of-

- a) Earthquake - Fire & Shock
- b) Landslide/Rockslide/Subsidence,
- c) Flood/Inundation,
- d) Storm/Tempest/Hurricane/Typhoon/Cyclone/Lightning or other atmospheric disturbances.

## SECTION II - THIRD PARTY LIABILITY

The Company will indemnify the insured against-

- a) Legal liability for accidental loss or damage caused to property of other persons including property held in trust by or under custody of the Insured for which he is responsible excluding any such property used in connection with erection thereon;
  - b) Legal liability (liability under contract excepted) for fatal or non-fatal injury to any persons other than the Insured's own employees or workmen or employees of the owner of the works or premises or other firms connected with any other erection work thereon, or members of the Insured's family or of any of the aforesaid; directly consequent upon or solely due to the erection of any property described in the Schedule.
- Provided that the total liability of the Company during the period of Insurance under this cause shall not exceed the limits of Indemnity set opposite thereto in the

Schedule.

In respect of a claim for compensation to which the indemnity provided herein applies, the Company will, in addition, indemnify the Insured against-

- a) all costs and expenses of litigation recovered by any claimant from the Insured, **and**
- b) all costs and expenses incurred with the written consent of the Company.

The exclusion contained in paragraphs (d), (f) & (g) in Section I of this Policy shall apply also to this Section also.

## EXCLUSIONS TO SECTION II-

The Company will not indemnify the Insured in respect of-

1. The Excess stated in the Schedule to be borne by the Insured in anyone occurrence related to property damage.
2. Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;
3. Liability consequent upon
  - a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or members of their families;
  - b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section-I, or an employee or workman of one of the aforesaid;
  - c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
  - d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

## CONDITIONS APPLYING TO SECTION II

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
2. The Company may, so far as any accident is concerned, pay to the Insured the limit of indemnity for any one accident/any one period, but deducting therefrom in such case any sum/s already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising from such accident can be settled and the company shall thereafter be under no further liability in respect of such accident under this section.

## PREMIUM INSTALLMENT CLAUSE

It is hereby understood and agreed that the premium shall be paid in the following installments:-

SR.NO	NET PREMIUM (₹)	IGST (₹)	TERRORISM PREMIUM (₹)	TERRORISM GST (₹)	STAMP DUTY (₹)	TOTAL (₹)	RECEIVED	PAYABLE ON OR BEFORE
Installment 1	71,904,922.00	12,942,886.00	42,302,705.00	7,614,487.00	1.00	84,847,807.00	12/11/2024	
Installment 2	15,623,394.00	2,812,211.00	0.00	0.00	NA	18,435,605.00		14/01/2025
Installment 3	15,623,394.00	2,812,211.00	0.00	0.00	NA	18,435,605.00		14/04/2025
Installment 4	15,623,394.00	2,812,211.00	0.00	0.00	NA	18,435,605.00		14/07/2025
Installment 5	15,623,394.00	2,812,211.00	0.00	0.00	NA	18,435,605.00		14/10/2025
Installment 6	15,623,394.00	2,812,211.00	0.00	0.00	NA	18,435,605.00		14/01/2026
Installment 7	15,623,394.00	2,812,211.00	0.00	0.00	NA	18,435,605.00		14/04/2026
Installment 8	15,623,394.00	2,812,211.00	0.00	0.00	NA	18,435,605.00		14/07/2026
Installment 9	15,623,394.00	2,812,211.00	0.00	0.00	NA	18,435,605.00		14/10/2026
Installment 10	15,623,394.00	2,812,211.00	0.00	0.00	NA	18,435,605.00		14/01/2027
Installment 11	15,623,394.00	2,812,211.00	0.00	0.00	NA	18,435,605.00		14/04/2027
Installment 12	15,623,394.00	2,812,211.00	0.00	0.00	NA	18,435,605.00		14/07/2027
Installment 13	15,623,394.00	2,812,211.00	0.00	0.00	NA	18,435,605.00		14/10/2027
Installment 14	15,623,394.00	2,812,211.00	0.00	0.00	NA	18,435,605.00		14/01/2028
Installment 15	15,623,394.00	2,812,211.00	0.00	0.00	NA	18,435,605.00		14/04/2028
Installment 16	15,623,394.00	2,812,211.00	0.00	0.00	NA	18,435,605.00		14/07/2028
Installment 17	15,623,394.00	2,812,210.00	0.00	0.00	NA	18,435,605.00		14/10/2028

Nevertheless it is further understood and agreed that:

Notwithstanding any provision as to notice of cancellation contained in this Policy, it is a condition that in the event of any installment not being paid by its due date the cover afforded by this Policy shall be deemed to have ceased at midnight of such due date.

In the event of a claim hereunder which exceeds the installments of premium paid on this Policy the installments of premium then outstanding shall become payable forthwith.

## Importance Notice

Procedure in the event of Loss or Damage for which Underwriters may be liable.

## LIABILITY OF CARRIES, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against Carriers Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:-

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. To apply immediately for survey by Carrier's or other Bailee's Representative, if any loss or damage be apparent and claim on the carriers or other Bailees for any actual loss or damage found at such survey.
3. In a circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
4. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

Note: The Consignees or their Agents are recommended to make themselves familiar with the Regulation of the port Authority at the port of discharge.

#### **SURVEY AND CLAIM SETTLEMENT**

In the event of loss or damage which may involve a claim under this insurance immediate notice of such loss or damage should be given to and a survey Report obtained from Lloyd's Agents as below.

In the event of any claim arising under this insurance request for settlement should be made to who is/are authorized by United India Insurance Co. Ltd to adjust and settle claims on behalf of the Company.

#### **DOCUMENTATION OF CLAIMS**

To enable claims to be dealt with promptly the Assured or their Agent are advised to submit all available supporting documents without delay, including when applicable:-

1. Original policy or certificate of insurance.
2. Original or copy of shipping invoices, together with shipping specification and/or weight notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage
5. Landing account and weight notes at final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

#### **1.11.2002**

#### **INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this Insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

#### **RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE(U.S.A ENDORSEMENT)**

This insurance is subject to the Institute Extended Radioactive Contamination Exclusion Clause 1st November 2002 provided

That if fire is an insured peril and where the subject matter insured or in the case of a reinsurance, the subject matter by the original insurance, is within the U.S.A, its Islands, onshore territories or possessions and

a fire arises directly or indirectly from one or more of the causes detailed in sub-clauses 1.1, 1.2 and 1.4 of the Institute Extended Radioactive Contamination Exclusion Clause 1.11.2002 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance(reinsurance), be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that fire.

#### **CHEMICAL, BIOLOGICAL, BIO- CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSIONS CLAUSE**

With respect to the peril of Terrorism as defined in the Terrorism Exclusion Clause, this clause shall be paramount and shall override anything contain in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 Any chemical, biological, bio-chemical or electromagnetic weapon or device.

#### **1.10.82**

#### **INSTITUTE REPLACEMENT CLAUSE**

In the event of loss or damage to any part or parts of an insured machine caused by a peril covered by the policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

#### **Communicable Disease Exclusion Clause:-**

1. Notwithstanding any provision, clause or term of the Policy, to the contrary, it is declared and/or clarified that nothing in the Policy shall be construed as covering loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a consequence of, attributable to, arising under, out of or in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):

1.1 a Communicable Disease including fear and/or threat thereof (whether actual or perceived), the actual or alleged transmission thereof, regardless of any other cause or event having occurred or contributed thereto either concurrently or in any sequence

1.2 a pandemic or epidemic, whether declared by the World Health Organisation or any governmental authority.

2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:

2.1 the disease includes, but is not limited to an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and

2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and

2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and

2.4 the disease, substance or agent is such:

2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or

2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property. For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.

3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:

3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any prevention/denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or

3.2 change in consumer behaviour, or

3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this Insurance Contract.

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test:

(1) for a Communicable Disease or

(2) any tangible or intangible property covered by this Insurance Contract that is affected by such Communicable Disease.

5. It is clarified that

(1) no other prior, concurrent or subsequent provision, clause, term or exception of this Insurance Contract (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this Insurance Contract by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion);

(2) any change in the law, clause or similar provision;

(3) any follow the fortunes clause or similar provision; and/or

(4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any Insurance, coverage or protection under this Insurance Contract that would otherwise be excluded through the exclusion set forth in this Endorsement Clause.

6. If the Insurer alleges that by reason of this Endorsement, any amount is not covered by this Insurance Contract, the burden of proving to the contrary shall be upon the Insured.

#### **Sanctions Limitation and Exclusion Clause**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or the United States of America.

#### **Specified Territory Exclusion Clause**

Notwithstanding anything to the contrary herein, all Specified Territory Exposures whether direct or indirect, are excluded. The term Specified Territory Exposure includes but is not limited to any activity, transaction, legal proceedings, operation, entity, subsidiary, headquarters, branch, products, good, property, asset, services in a Specified Territory or, as applicable, delivered to, located in, originating in, transitioning from, to or through a Specified Territory, as well as any person ordinarily resident in a Specified Territory, the government of a Specified Territory as well as any entity owned or controlled by an entity in a Specified Territory including, without limitation affiliates outside of a Specified Territory. Specified Territory means The Republic of Belarus, Ukraine, and/or The Russian Federation.

#### **ENGG/END-101: CIVIL ENGINEERING WORKS -**

It is hereby declared and agreed, subject to the exceptions contained herein, or endorsed hereon, that this Policy is extended to cover the risks of loss or damage to property brought on to the Site of Erection for the performance of the erection contract, details of which are stated as under --

**a)** All permanent Civil Engineering Works such as buildings, foundations earthwork including materials for the constructions thereon,

**b)** All temporary works such as buildings, sheds

PROVIDED that the following exclusions shall apply -

**i)** loss or damage directly caused by defective workmanship material, or design or wear and tear,

**ii)** loss or damage directly caused by mechanical breakdown or derangement,

**iii)** loss or damage directly caused by deterioration due to lack of use or obsolescence,

**iv)** any loss of property either by disappearance or by shortage if such disappearance or shortage alone is revealed during and after an inventory is made,

**v)** Cessation of work whether total or partial,

**vi)** loss, destruction or damage of accounts, bills, currency stamps, deeds, evidence of debt, money, notes or securities.

The exclusions of loss or damage caused by (i), (ii) and (iii) above shall be limited to the machine structure or work immediately affected and shall not extend to other work or the property lost or damaged in consequence of the defect, wear & tear, breakdown, derangement or deterioration, subject to the Condition that:-

The Insured shall take all reasonable precautions in the selection of labour and to maintain in efficient condition all tools and equipments used in connection with performance of this erection contract.

Provided that all the conditions of this Policy shall apply in all respects to the Insurance granted by this extension save in so far as the same are expressly varied hereby and any reference to loss or damage in the conditions of the Policy shall be deemed to include the perils hereby insured against.

#### **ENGG/END-103: ENDORSEMENT REGARDING CROSS LIABILITY COVER -**

The following endorsement should be used for the purpose -

'It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to the insured having paid the agreed extra premium, the Third party Liability Cover of the policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided the Company shall not indemnify the insured under the Endorsement in respect of liability for -

**(i)** loss of or damage to items insured or insurable under Section 1 of the policy even if not recoverable due to excess or any limit,

**(ii)** fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under workmen's compensation and/or employer's liability insurance.

**(iii)** The Insurer's total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the Schedule'.

#### **ENGG/END-104: ENDORSEMENT REGARDING ESCALATION -**

The following Endorsement Wording has to be used for the purpose -

In consideration of the payment of an additional premium of Rs. . It is hereby declared and agreed that the Company shall provide for escalation in Sum Insured under items of Section I of the schedule attached to the policy upto % of the Original Site value, the basis of claim settlement shall be the original Site value of effected equipment plus increase in cost of replacement, if any, provided that the increase in the value of such equipment does not exceed % of the original site value.

It is also hereby declared and agreed that in the event of a claim the insured would be considered as fully insured upto the Sum Insured inclusive of % increase as per selected escalation and under-insurance would apply only in the event of the cost of replacement of the effected equipment exceeding the original value of selected % towards escalation.

It is however understood and agreed that the premium collected against price escalation herein above shall not be subject to refund the premium adjustment clause in the memo 2 of the policy.

It is further understood and agreed that in case of additional premium chargeable during final adjustment, additional escalation premium will be charged to the insured but in case of any premium refundable during final adjustment no refund shall be allowed against the escalation premium already charged to the insured'.

**ENGG/ENGG-105: ENDORSEMENT REGARDING AIR FREIGHT -**

The Endorsement wording for covering the Air Freight will be as under -

'It is hereby declared and agreed that the policy shall also indemnify towards Air Freight incurred by the Insured in connection with the idemnifiable loss under the Policy.

In consideration thereof an additional premium of Rs. is charged hereby.

Limit of indemnity shall be Rs. during currency of the Policy.

Each and every claim shall be subject to a minimum Excess of 5 % of the admissible Air Freight incurred over and above the excess as applicable under the Policy.

Subject otherwise to terms, conditions and exceptions of the policy'.

**ENGG/END-106: ENDORSEMENT REGARDING ADDITIONAL CUSTOMS DUTY -**

The following Endorsement Wording to be used for the purpose -

In consideration of the insured having paid an additional premium of Rs. it is hereby declared and agreed that the insured shall also be indemnified during the currency of this policy, towards Additional Custom Duty Rs. which may be incurred by the insured over and above the Custom Duty amount taken into account in arriving at the Sum Insured of the affected item.

Each and every claim payable under this extension shall be subject to an Excess of 5% of the admissible Additional Custom Duty incurred and will be in addition to the Excess amount applicable for the affected item under the Policy.

The Indemnity for such Additional Custom Duty will stand reduced after occurrence of the claim unless reinstated by payment of an additional premium prescribed by the Company.

Subject otherwise to the terms conditions and exceptions of the policy'.

**ENGG/END-109: HYDROCARBON ENDORSEMENT FOR TESTING & COMMISSIONING**

**Article 1 -** It is warranted that the insured shall give previous notice in writing to the Company of the date of the initial start - up operation for testing of plant.

Commencing date of the initial start-up operation referred to in the preceding paragraph shall mean the date of the first introduction of feed stock or initially filled mixture of oil or Hydrocarbon for cleaning or purging or Naphtha Fuel for burning into the plant, whichever date is earlier. However the operation carried out for cleaning and purging in each individual unit will be considered a part of erection work provided such cleaning and purging work does not exceed a period of two weeks in each unit. It is however under stood and agreed that during any operation whatever cleaning, purging, testing or commissioning, where hydrocarbons or Hydrogen are involved the deductible excess shall be 5 % of claim amount subject to minimum of Rs. 5,00,000/-.

**Article 2 -** As from the introduction of hydrocarbon/feedstock into the plant, the company shall not be liable for the loss or damage to -

- a) Catalysts unless specifically covered by separate endorsement;
  - b) Reforming units due to overheating or cracking of any tubes.
- Note-** Any consequential damage to the neighbouring items of plant or machinery indirectly due to cracking or overheating of tubes in reforming units is however indemnifiable under the policy.
- c) The insured plant due to overheating or cracking following an exothermic reaction.
  - d) The insured plant due to non-observation of prescribed techniques or cutting out of safety devices and/or any liability resulting therefrom.

The Insurers shall only indemnify the Insured for loss or damage resulting directly or indirectly from fire and/or explosion if adequate fire fighting facilities for the insured plant are installed and rendered serviceable immediately after the completion of the rough structure of the building and before any machinery is stored and/or installed therein.

All machinery and equipments shall be stored in such a manner that the value of items stored per storing unit shall not exceed Rs and that such individual storing unit shall be at least feet apart separated by fireproof walls.

Should the value per storage unit exceed Rs. then in the event of a claim, the liability of the Company shall be in the same proportion as Rs bears to the total value of items stored in the concerned individual storage unit as defined above.

Following article is to be included after excluding 2(a) above, in case the Insured desires cover for catalyst during testing period -

**Article 3 -**

Catalyst valued at Rs.are specifically covered during Hot Testing Period for any loss or damage caused by an indemnifiable loss or damage to the insured plant and/or equipment.

Each and every claim shall be subject to an excess/deductible franchise of 5 % of the value of catalysts in the system subject to a minimum of Rs.2, 50,000/- which is the Hot Testing period Excess/Deductible Franchise.

**ENGG/END-110: ENDORSEMENT CONCERNING STORAGE -**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss of or damage to the Insured items during storage upto a value per storage unit not exceeding the equivalent of Rs.. The individual storage units shall be either atleast 50 m apart or separated by fireproof walls.

**ENGG/END-113: MAINTENANCE VISITS AND EXTENDED MAINTENANCE COVER -****a) Limited Maintenance Visits Cover:**

In consideration of the payment of an additional premium by the insured (which is included in the Total Premium set forth in the schedule), it is hereby declared and agreed that the indemnity provided by this policy is extended to include maintenance cover for the period of November months to be reckoned from the date of completion of Testing, provided the policy period has been extended till completion of Testing. However, during the Maintenance Period this Insurance shall cover solely loss of or damage to the contract works caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

**b) Extended Maintenance Cover -**

In consideration of the payment of an additional premium by the Insured (which is included in the total premium set forth in the schedule) it is hereby declared and agreed that the indemnity provided by this policy is extended to include Maintenance Cover for the period of months to be reckoned from the date of completion of Testing, provided the policy period has been extended till completion of Testing. However, during the Maintenance period this insurance shall cover loss or damage to the contract works -

i) Caused by the Insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

ii) Occurring during the maintenance period provided such loss or damage was caused on the site during the erection period.

**1.1.82**

**INSTITUTE CARGO CLAUSES (AIR)**  
(excluding sendings by Post)

**RISKS COVERED**

**1** This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 2, 3 and 4 below.

Risks Clause

**EXCLUSIONS**

**2** In no case shall this insurance cover

General Exclusions Clause

- 2.1 loss damage or expense attributable to willful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container of liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants).
- 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 2.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

**3** In no case shall this insurance cover loss damage or expense caused by

War Exclusion Clause

- 3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 3.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
- 3.3 derelict mines torpedoes bombs or other derelict weapons of war

**4** In no case shall this insurance cover loss damage or expense

Strikes Exclusion Clause

- 4.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 4.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 4.3 caused by any terrorist or any person acting from a political motive.

**DURATION**

**5** 5.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

Transit Clause

5.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein,

5.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

5.1.2.1 for storage other than in the ordinary course of transit or

5.1.2.1 for allocation or distribution

or

5.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur

5.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

**6** If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

Termination of Contract of Carriage clause

6.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur, (or)

6.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

**7** Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

Change of Transit Clause

**CLAIMS**

**8** 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss  
8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

Insurable Interest Clause

**9** Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the

Forwarding

subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.		Charges Clause
This Clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 2,3 and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.		
10	No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.	Constructive Total Loss Clause
11	11.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	11.2 <b>Where this insurance is on Increased Value the following clause shall apply:</b> The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
<b>BENEFIT OF INSURANCE</b>		Not to Inure Clause
12	This insurance shall not inure to the benefit of the carrier or other bailee.	
<b>MINIMISING LOSSES</b>		Duty of Assured Clause
13	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	
	13.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and	
	13.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	
14	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
<b>AVOIDANCE OF DELAY</b>		Reasonable Despatch clause
15	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	
<b>LAW AND PRACTICE</b>		English Law and Practice Clause
16	This insurance is subject to English law and practice.	

**NOTE:-** It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

#### 1.1.82 INSTITUTE WAR CLAUSES (AIR CARGO) (excluding sendings by Post)

##### RISKS COVERED

1	This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by	Risks Clause
1.1	war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power	
1.2	capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat	
1.3	derelict mines torpedoes bombs or other derelict weapons of war.	

##### EXCLUSIONS

2	In no case shall this insurance cover	General Exclusions Clause
2.1	loss damage or expense attributable to wilful misconduct of the Assured	
2.2	ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured	
2.3	loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)	
2.4	loss damage or expense caused by inherent vice or nature of the subject-matter insured	
2.5	loss damage or expense arising from unfitness or aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein	
2.6	loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against	
2.7	loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft	
2.8	any claim based upon loss of or frustration of the voyage or adventure	
2.9	loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.	

##### DURATION

3	3.1 This insurance	Transit Clause
	3.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured and	
	3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge or on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur; nevertheless, subject to prompt notice to the Underwriters and to an additional premium, such insurance	
	3.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs there from, and	
	3.1.4 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.	
3.2	If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 3.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 3.2	
	3.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses, or	
	3.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance	



and shall apply to the on-carriage by sea.

- 3.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches
- 3.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;
- 3.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;
- 3.4 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carrier under the contract of carriage.  
(For the purpose of Clause 3)  
"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)
- 4 Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters. Change of Transit Clause
- 5 **Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.**
- CLAIMS**
- 6 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. Insurable Interest Clause
- 6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
- 7 7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances. Increased Value Clause
- 7.2 **Where this insurance is on Increased Value the following clause shall apply:**  
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.  
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

#### BENEFIT OF INSURANCE

- 8 This insurance shall not inure to the benefit of the carrier or other bailee. Not to Inure Clause

#### MINIMISING LOSSES

- 9 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties. Duty of Assured Clause
- 10 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. Waiver Clause

#### AVOIDANCE OF DELAY

- 11 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. Reasonable Despatch clause

#### LAW AND PRACTICE

- 12 This insurance is subject to English law and practice. English Law & Practice Clause

**NOTE:-** It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

#### 1.1.82

#### INSTITUTE STRIKES CLAUSES (AIR CARGO)

#### RISKS COVERED

- 1 This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by
- 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 1.2 any terrorist or any person acting from a political motive. Risks Clause

#### EXCLUSIONS

- 2 In no case shall this insurance cover General Exclusions Clause
- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 2.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 2.9 any claim based upon loss of or frustration of the voyage or adventure
- 2.10 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 2.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

**DURATION**

- 3** 3.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein Transit Clause  
for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 3.1.1 on delivery to the Consignees or other final warehouse, premises or place of storage at the destination named herein,
- 3.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
- 3.1.2.1 for storage other than in the ordinary course of transit or
- 3.1.2.2 for allocation or distribution, or
- 3.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
- 3.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 3.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses, or
- 3.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.
- 3.3 This insurance shall remain in force (subject to the termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.
- 4** If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either
- 4.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur, or
- 4.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 3 above.
- 5** Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters. Change of Transit Clause

**CLAIMS**

- 6** 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. Insurable Interest Clause
- 6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
- 7** 7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. Increased Value Clause
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- 7.2 **Where this insurance is on Increased Value the following clause shall apply:**  
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.  
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

**BENEFIT OF INSURANCE**

- 8** This insurance shall not inure to the benefit of the carrier or other bailee. Not to Inure Clause

**MINIMISING LOSSES**

- 9** It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties. Duty of Assured Clause
- 10** Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as waiver or acceptance of abandonment or otherwise prejudice the rights of either party. Waiver Clause

**AVOIDANCE OF DELAY**

- 11** It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. Reasonable Despatch clause

**LAW AND PRACTICE**

- 12** This insurance is subject to English law and practice. English Law & Practice Clause

**NOTE:-** It is necessary for the Assured when *they become aware of an event which is "held covered" under this insurance to* give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

1.1.82

**INSTITUTE CARGO CLAUSES (A)****RISKS COVERED**

- 1** This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below. Risks Clause
- 2** This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. General Average Clause
- 3** This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. "Both to Blame Collision" Clause

**EXCLUSIONS**

- 4** In no case shall this insurance cover General Exclusions Clause
- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
- 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3	loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)	
4.4	loss damage or expense caused by inherent vice or nature of the subject-matter insured	
4.5	loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)	
4.6	loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel	
4.7	loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.	
5	5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.	Unseaworthiness and Unfitness Exclusion Clause
	5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.	
6	In no case shall this insurance cover loss damage or expense caused by	
6.1	war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power	War Exclusion Clause
	6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat	
	6.3 derelict mines torpedoes bombs or other derelict weapons of war.	
7	In no case shall this insurance cover loss damage or expense	
7.1	caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions	Strikes Exclusion Clause
	7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions	
	7.3 caused by any terrorist or any person acting from a political motive.	
<b>DURATION</b>		
8	8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either	Transit Clause
	8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,	
	8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either	
	8.1.2.1 for storage other than in the ordinary course of transit or	
	8.1.2.2 for allocation or distribution, or	
	8.1.3 on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.	
	8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
	8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.	
9	If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either	Termination of Contract of Carriage Clause
	9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur or	
	9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.	
10	Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters	Change of Voyage Clause
<b>CLAIMS</b>		
11	11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
12	Where, as a result of the operation of a risk covered by this insurance the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.	Forwarding Charges Clause
	This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.	
13	No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.	Constructive Total Loss Clause
14	14.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Increased Value Clause
	14.2 <b>Where this insurance is on Increased Value the following clause shall apply:</b> The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
<b>BENEFIT OF INSURANCE</b>		
15	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
<b>MINIMISING LOSSES</b>		
16	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause

- 16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
- 17 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

**AVOIDANCE OF DELAY**

- 18 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

**LAW AND PRACTICE**

- 19 This insurance is subject to English law and practice.

Reasonable  
Despatch clause

English Law and  
Practice Clause

**NOTE:-** It is necessary for the Assured when *they become aware of an event which is "held covered" under this insurance* to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

**1.1.82****INSTITUTE WAR CLAUSES (CARGO)****RISKS COVERED**

- 1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detention, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

Risks Clause

General Average  
Clause

**EXCLUSIONS**

- 3 In no case shall this insurance cover
- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 3.7 any claim based upon loss of or frustration of the voyage or adventure
- 3.8 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 4 4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
- 4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

General  
Exclusions Clause

Unseaworthiness  
and Unfitness  
Exclusion Clause

**DURATION**

- 5 5.1 This insurance
- 5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and
- 5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur; nevertheless, subject to prompt notice to the Underwriters and to an additional premium, such insurance
- 5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom, and
- 5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2
- 5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses, or
- 5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.
- 5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed to be the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches
- 5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;
- 5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge; thereafter such insurance terminates in accordance with 5.1.4.
- 5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.
- 5.5 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.
- (For the purpose of Clause 5)
- "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures

Transit Clause

	either at or off the intended port or place of discharge "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)	
6	Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.	Change of Voyage Clause
7	<b>Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.</b>	
<b>CLAIMS</b>		
8	8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of the loss.	Insurable Interest Clause
	8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
9	9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.	Increased Value Clause
	In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances	
	9.2 <b>Where this insurance is on Increased Value the following clause shall apply:</b> The Agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In th In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
<b>BENEFIT OF INSURANCE</b>		Not to Inure Clause
10	This insurance shall not inure to the benefit of the carrier or other bailee.	
<b>MINIMISING LOSSES</b>		
11	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
	11.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and	
	11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	
12	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
<b>AVOIDANCE OF DELAY</b>		
13	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause English Law and Practice Clause
<b>LAW AND PRACTICE</b>		
14	This insurance is subject to English law and practice.	

**NOTE:-** It is necessary for the Assured when *they become aware of an event which is "held covered" under this insurance* to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

## 1.1.82 INSTITUTE STRIKES CLAUSES (CARGO)

### RISKS COVERED

1	This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by	Risks Clause
	1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions	
	1.2 any terrorist or any person acting from a political motive	
2	This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.	General Average Clause

### EXCLUSIONS

3	In no case shall this insurance cover	General Exclusions Clause
	3.1 loss damage or expense attributable to wilful misconduct of the Assured	
	3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured	
	3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)	
	3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured	
	3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)	
	3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel	
	3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion	
	3.8 any claim based upon loss of or frustration of the voyage or adventure	
	3.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter	
	3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.	
4	4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.	Unseaworthiness and Unfitness Exclusion Clause
	4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.	

### DURATION

5	5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either	Transit Clause
	5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,	
	5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either	
	5.1.2.1 for storage other than in the ordinary course of transit or	
	5.1.2.2 for allocation or distribution, or	
	5.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.	

5.2	If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
5.3	This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to ship owners or charterers under the contract of affreightment.	
6	If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either	Termination of Contract of Carriage Clause
6.1	until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or	
6.2	if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.	
7	Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.	Change of Voyage Clause
<b>CLAIMS</b>		
8	8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
9	9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.	Increased Value Clause
	In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
	9.2 <b>Where this insurance is on Increased Value the following clause shall apply:</b> The Agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In th In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
<b>BENEFIT OF INSURANCE</b>		Not to Inure Clause
10	This insurance shall not inure to the benefit of the carrier or other bailee.	
<b>MINIMISING LOSSES</b>		
11	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
	11.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and	
	11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	
12	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
<b>AVOIDANCE OF DELAY</b>		
13	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
<b>LAW AND PRACTICE</b>		English Law and Practice Clause
14	This insurance is subject to English law and practice.	

**NOTE:-** It is necessary for the Assured when *they become aware of an event which is "held covered" under this insurance* to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

#### INLAND TRANSIT (RAIL OR ROAD) CLAUSE - A (ALL RISKS)

##### RISKS COVERED

1 This insurance covers all risks of loss or damage to the subject matter insured except as provided in clause Nos.2,3,& 4 below.

##### EXCLUSIONS

- 2 In no case shall this insurance cover
- 2.1 loss damage or expense attributable to willful misconduct of the Assured.
  - 2.2 ordinary leakage ordinary loss in weight or volume or ordinary wear and tear of the subject matter insured.
  - 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured( for the purpose of this clause 2.3."Packing" shall be deemed to include stowage in container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants).
  - 2.4 loss damage or expense proximately caused by delay even though the delay be caused by a risk insured against
  - 2.5 loss damage or expense caused by inherent vice or nature of the subject matter insured
- 3 In no case shall this insurance cover loss damage or expense caused by
- 3.1 War civil war revolution rebellion insurrection, or civil strife arising there from or any hostile act by or against a belligerent power.
  - 3.2 Capture seizure arrest restraint or detainment and the consequences there of any attempt there at
  - 3.3 Derelict mines' bombs or other derelict weapons of war.
- 4 In no case shall this insurance cover loss damage or expense
- 4.1 caused by strikers. locked out workmen or persons taking part in labour disturbances, riots or civil commotions.
  - 4.2 resulting from strikers, lock outs, labour disturbance riots or civil commotions.
  - 4.3 caused by any terrorist or any person action from political motive.

##### DURATION

5 This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transshipments, if any

- (i) Untill delivery to the final warehouse at the destination named in the policy or
- (ii) In respect of transits by Rail only or rail and road untill expiry of 7 days after arrival of the railway wagon at the final destination railwaystation or
- (iii) In respect of transit by Road only untill expiry of 7 days after arrival of the vehicle at the destination town named in the policy.

**whichever shall first occur.**

**N.B** 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the final destination railway station or vehicle

at the destination town named in this policy

2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out Agency.

**CLAIMS**

- 6** 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of loss.  
6.2 Subject to 6.1 above the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded unless the Assured were aware of the loss and the underwriters were not.

**BENEFIT OF INSURANCE**

- 7** This insurance, shall not inure to the benefit of the carrier or other bailees.

**MINIMIZING LOSSES**

- 8** It is the duty of Assured and their servants and agents in respect of loss recoverable hereunder.  
8.1 to take such measures as may be reasonable for the purpose or averting of minimizing such loss and.  
8.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/road carriers/bailees within six months from the date of railway/lorry receipt or as prescribed by the relevant statute and the underwriters will in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.  
**9** Measures taken by the Assured or the underwriters with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

**AVOIDANCE OF DELAY**

- 10** It is a condition of this insurance that the assured shall act with reasonable dispatch in all circumstances within their control.

**"STRIKES RIOT AND CIVIL COMMOTIONS CLAUSE"  
(INLAND TRANSIT NOT IN CONJUNCTION WITH OCEAN GOING VOYAGE)**

**RISKS COVERED**

- 1** Subject otherwise to the terms, conditions and warranties of the policy on goods against transit risks this insurance covers, except as provided in clause 2 below loss of or damage to the subject matter insured caused by:  
1.1. Strikers, Locked-out workmen or persons taking part in labour disturbances, riots or civil commotions:  
1.2. any terrorist or any person acting from a political motive  
1.3. persons acting maliciously.

**EXCLUSIONS**

- 2** In no case shall this insurance cover  
2.1. loss damage or expense proximately caused by delay, inherent vice or nature of the subject matter insured.  
2.2. loss damage or expense proximately caused by the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out labour disturbances riot or civil commotion.  
2.3. any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind.  
2.4. loss damage or expenses caused by war, civil war, revolution, rebellion, insurrection or civil strife arising there from, or any hostile act by or against a belligerent power

**1.12.82**

**INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY CLAUSE**

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of or damage to the subject - matter insured caused by theft or pilferage, or by non-delivery of an entire package, subject always to the exclusions contained in this insurance.

**13.4.92**

**INSTITUTE CLASSIFICATION CLAUSE**

The marine transit rates agreed for this insurance apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction, classed as below by one of the following classification societies:

Lloyd's Register	100A1 or B.S.
American Bureau of Shipping	✚ A 1
Bureau Veritas	1 3/3 E ✚
China Classification Society	★ CSA
Germanischer Lloyd	✚ 100 A5
Korean Register of Shipping	✚ KRS 1
Maritime Register of Shipping	KM ★
Nippon Kaiji Kyokai	NS ✚
Norske Veritas	✚ 1 A 1
Registro Italiano	★ 100-A-1.1.

**Provided such Vessels are:**

- a)** (i) not bulk and/or combination carriers over 10 years of age;  
(ii) not mineral oil tankers exceeding 50,000 GRT which are over 10 years of age.  
**b)** (i) not over 15 years of age; OR  
(ii) over 15 years of age but not over 25 years of age and have established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports.

**CHARTERED VESSELS AND ALSO VESSELS UNDER 1000 G.R.T. WHICH ARE MECHANICALLY SELF-PROPELLED AND OF STEEL CONSTRUCTION MUST BE CLASSED AS ABOVE AND NOT OVER THE AGE LIMITATIONS SPECIFIED ABOVE.**

**THE REQUIREMENTS OF THE INSTITUTE CLASSIFICATION CLAUSE DO NOT APPLY TO ANY CRAFT, RAFT OR LIGHTER, USED TO LOAD OR UNLOAD THE VESSEL, WHILST THEY ARE WITHIN THE PORT AREA.**

**CARGOES AND/OR INTERESTS CARRIED BY MECHANICALLY SELF-PROPELLED VESSELS NOT FALLING WITHIN THE SCOPE OF THE ABOVE ARE HELD COVERED SUBJECT TO A PREMIUM AND ON CONDITIONS TO BE AGREED.**

**1.10.82**

**INSTITUTE REPLACEMENT CLAUSE**

In the event of loss or damage to any part or parts of an insured machine caused by a peril covered by the policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

**1.11.82****INSTITUTE WAR CANCELLATION CLAUSE (CARGO)**

The cover against war risks (as defined in the relevant Institute War /clauses) may be cancelled by either the Underwriters or the Assured except in respect of any insurance which shall have attached in accordance with the condition of the Institute War Clauses before the cancellation becomes effective. Such cancellation shall however only become effective on the expiry of 7 days from midnight of the day on which notice of the cancellation is issued by or to the underwriters.

**HEAVY/MEDIUM/LIGHT MACHINE (NEW)**

Warranted that the interest hereunder is new and has not previously been in use.

**MACHINERY AND SIMILAR ITEMS**

In the event of loss of or damage to any part or parts of an insured machine cause by a peril covered by the Policy, the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting if incurred.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

**PAIR & SET CLAUSES**

Where any item insured under this policy consists of articles in a pair or set the Company's liability shall not exceed the value of any particular part or parts which may be lost or damage without reference to any special value which such article or articles may have as part of such pair or set not more than a proportionate part of the insured value of the pair or set.

**SECOND HAND / RECONDITIONED MACHINERY CLAUSE**

Warranted that the interest insured hereunder is second hand, insured,

- i) for depreciated cost arrived on the basis of current market price of a similar brand new machine
- OR
- ii) For the purchased price of such machinery.(delete whichever is not applicable)

Schedule rate to be loaded by 100%. Claims payable subject to 'Condition of Average' as below.

This insurance is subject to Average and in the event of the sum insured at the time of loss being less than the value of the Machinery reckoned as per the warranty in the policy the insured shall be entitled to recover for repair/replacement only such proportion as the sum insured bears to the value of the machinery.

**Terrorism Damage Cover Endorsement (Material Damage only)****INSURING CLAUSE**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

**LOSSES EXCLUDED**

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - (i) voluntary abandonment or vacation,
  - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;



7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house-breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

#### LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 10,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 10,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 10,000,000,000, the amounts payable under individual policies shall be reduced in proportion to the sum insured of the policies.

#### EXCESS

Shops & Residential Risks: 1 % of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non Industrial Risks: 1 % of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks: 5 % of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,000,000

#### CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten midterm purely for the purpose of coinciding with the accounting year of the insured, prorata refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

#### WARRANTIES

##### PILING WORKS

Notwithstanding anything contained herein to the contrary, it is a condition of this Policy that the Insurers shall not be liable to indemnify the Insured under Section 1

Material Damage in respect of:

(A) foundation piles and/or casings and/or sheet pile constructions which are:

(a) misplaced and/or misaligned;

(b) lost or damaged during driving and/or extraction;

(c) the subject of individual or block disconnection or declutching;

(B) the cost of repair, replacement, or rectification of piling work necessitated by Leakage or infiltration of fluids or material at seams, joints, connections and/or beneath sheet pile constructions or into casings, unless such leakage or infiltration is a direct consequence of other physical loss or damage for which indemnity is provided by this policy;

(C) any abandoned piling work, unless such abandonment is a direct consequence of other physical loss or damage for which indemnity is provided by this Policy;

(D) Piles which have failed to pass a load test or to reach the required bearing load, unless such failure is a direct consequence of other physical loss or damage for which indemnity is provided by this policy.

##### SECTION WARRANTY

In respect of road construction, the combine maximum length of excavation work, subgrade and subbase courses not covered by a waterproof wearing course shall not exceed any one of the following at any one time.

A road portion is deemed to be not completed until the asphalt or concrete course has been laid. It is understood that road shall include all types of roads including but not limited to motorways and highways.

a) Projects in J&K, Ladakh, Himachal, Bihar, UP, Uttarakhand and 8 north eastern states to have open section limit as maximum 12% of the project length at any given time with minimum distance of 400 meters between two sections

b) Project in other states to have open section limit as maximum 20% of the project length at any given time with minimum distance of 250 meters between two sections

c) 150 meters x 3 unconnected sections for internal & access roads of hydel power projects and any two unconnected sections separated by a distance of 50 meters from each other.

##### WORK TIME SCHEDULE

Notwithstanding anything contained herein to the contrary, it is a condition of this Policy that if any calendar date as contained in the Works Time Schedule varies in respect of any material part or unit of the works by more than the period stated below, such variation shall be regarded as a material change to which the obligations as set forth in General Conditions will apply.

Calendar date variation: 4 weeks

**EXCLUSION OF CROPS (THIRD PARTY LIABILITY)**

Notwithstanding anything contained herein to the contrary, it is hereby agreed that as of the inception date of this Policy, the following Exclusion is added to Section 2 Third Party Liability:

The Insurers will not indemnify the Insured in respect of any liability, directly or indirectly, due to or arising from loss or damage to forests, woods, crops, plants, cultures, flowers and fish farms.

**SPECIAL CONDITIONS CONCERNING SAFETY MEASURES WITH RESPECT TO PRECIPITATION, FLOOD AND INUNDATION**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall indemnify the Insured for loss, damage or liability caused directly or indirectly by precipitation only if adequate precautions have been taken in designing and executing the project involved. In this context, adequate precautions shall mean that allowance is made for precipitation, flood and inundation up to a return period of 20 years for the location insured and the entire policy period on the basis of statistics prepared by the Meteorological agencies.

Loss, damage or liability resulting from the Insured's not immediately removing obstruction (e.g. sand, trees) from watercourses, whether carrying water or not, in order to maintain free water flow shall not be indemnifiable.

**RAIN WATER DAMAGE EXCLUSION WARRANTY**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall NOT indemnify damage caused by hill erosion, gully erosion and rain cuts caused by flow of rain water.

**Direct/consequential loss/damage/liability**

No direct/consequential loss/damage/liability on the works completed before commencement of the policy shall be admissible.

**WET RISK ENDORSEMENT (applicable for projects involving wet risks)**

A. Exclusion The insurer shall not indemnify the insured in respect of costs incurred for:-

1. Loss or damage to berths, wharves, jetties and the likes caused by their subsidence or sinking
2. Normal action of the river/sea/ Water Channel and the like
3. Loss of or damage to more than 200 metre of uncompleted or unprotected seawall, quay or similar other marine structure
4. Loss, damage or liability due to soil erosion
5. Dredging or re-dredging
6. Lost or damaged fill material
7. Replacing or rectifying piles or retaining wall elements:
  - which have become misplaced or misaligned or jammed during their construction
  - which are lost or abandoned or damaged during driving or extraction, or
  - which have become obstructed by jammed or damaged piling equipment or casings
8. Cost of Rectifying disconnected or de-clutched sheet piles
9. Cost of Rectifying any leakage or infiltration of material of any kind
10. Cost as a result of piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity
11. Cost for reinstating profiles or dimensions
12. any floating and other equipment such as caissons, barges and the like and liabilities therefrom
13. any mobilization/demobilization and /or other costs which arise for stand-by/waiting on weather of offshore and/or in water/on waterborne vessel construction equipment
14. loss or damages to pulling wires, anchors, chains and buoys
15. loss or damage due to impact of shipping
16. marine liability

**B. Definition**

Normal action of the sea /River means the state of the sea/River, which manifests itself up to No. 8 on the Beaufort scale(or comparable for River), or the state of the tides, current and wave action of the sea/River, which must be statistically expected to occur once during a 20 year period, whichever is the more onerous.

**C. Warranties**

It is agreed and understood that subject otherwise to the terms, exclusions and provisions contained in the policy or endorsed thereon, the insured shall:

- Receive weekly weather updates from the local meteorological office during the period of insurance and make continuous contact to the local meteorological office within 12 hours notice of an imminent storm.
- Make navigation distance for public traffic to work site at minimum 100m.
- In the event of Heavy Rains and/or Flood like situation the assured will keep in touch with local Public Authorities in respect of any imminent warning of discharge of water from any upstream Dam and or reservoir and would initiate suitable protective safety measures.

**ENGG/END-111: ENDORSEMENT REGARDING SAFETY MEASURES -**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused by flood and inundation if adequate safety measures have been taken during planning and execution of the project.

Adequate safety measures in this context shall mean that the average monthly rainfall, flood and inundation hazard as known from statistics of the competent meteorological offices for the respective month and location has been taken into account.

**ENGG/END-114: WARRANTY CONCERNING UNDERGROUND CABLES AND PIPES -**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the insurers shall only indemnify the Insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has enquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities.

The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage being excluded from the cover.

**ENGG/END-115: SPECIAL CONDITIONS FOR OPEN TRENCHES DURING LAYING OF PIPELINES DUCTS AND CABLES -**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers will indemnify the Insured for any loss or damage due to storm, rainfall, flood, inundation such as sanding, silting up, mudding up, erosion, collapse and floating up of pipes, ducts or cables, sustained by completely or partly excavated open trenches and/or items laid therein, upto a maximum length of 3 km open trench only one loss event.

The Insured shall make sure that plugging facilities are available near the pipe ends for emergency purposes and that pipe ends exposed to flooding are plugged before any interruption during idle work periods such as nights and holidays.

**WARRANTY CONCERNING CONSTRUCTION MATERIAL:**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to construction material by flood or inundation if such construction material does not exceed three days demand and the exceeding quantities are kept in areas not endangered by 25 years flood.

**EPI 46 Ground Water Pumping**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, Insurers will not indemnify the Insured in respect of:

- (a) any loss or damage arising directly or indirectly from breakdown of any groundwater pumping system unless standby pumping facilities, equivalent to at least the capacity of the largest operating pump, are installed and ready for immediate use prior to the commencement of the pumping operations; and
- (b) any costs or expenses incurred in respect of groundwater pumping operations.

**Minimum Damage Area Warranty**

Any loss or damage admissible in the policy consisting of Single/ Multiple patches, the policy shall indemnify only those individual Patches which are more than 100 sqm.

**Road widening and augmentation works warranty**

It is agreed and understood that

(a) For existing road, the coverage is restricted to the actual work done on the existing road as per the contract agreement.

(b) The Sections/ Chainages damaged previously & not reinstated shall not be covered till complete reinstatement subject to declaration of Insured confirming reinstatement.

**Storage Warranty:**

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the company shall indemnify the Insured in respect of any loss or damage caused by Fire/Explosion only if the following requirements are fulfilled.

1. Watch and Ward facility shall be provided round the clock at the site.
2. Materials and equipments stored in buildings (sheds) or in open area shall be divided into sub-units with the value, which shall not exceed 10% of the sum insured or Rs. 50 Crores whichever is less. Wherever value of single equipment stored exceeds this limit, its value shall be taken as the limit. The sub-units in open area shall be separated from each other by a distance of atleast 15 m. In case of storage buildings, firewalls of 9" thickness carried upto roof shall be erected without any wall openings between the sub-units.
3. Packing materials, scaffolding etc. combustible materials and liquids and explosive substances should be stored at a 30 M safe distance from other buildings, plants and stores.
4. Utmost attention should be paid to good housekeeping such as -
  - i. Orderly storage;
  - ii. Periodic removal of combustible packing material, either by burning on site at a safe distance of 100 M away or removal from the site;
  - iii. Clean - up of site atleast once a week
5. Open flame work (welding, cutting etc.) requires utmost caution. All combustible materials lying about must be removed or covered.
6. Grass and/or any other vegetation in and around the site are regularly removed.
7. 'No smoking' rules must be enforced in areas exposed to fire (stores etc.) and in the vicinity of hazardous operations.
8. Living quarters should be well separated (100 M away) from construction site.

**Attached to & forming part of policy no.  
5003004424P112714552(SCE)/5003002124P112714555(MCE) w.e.f.  
15.10.2024 to 14.4.2029**

**Add ons:**

- a) 50/50 clause
- b) 72 hours clause
- c) Free automatic reinstatement clause up to 10% of the Sum Insured.
- d) Loss minimization expenses.
- e) Debris removal up to Rs.1 Cr AOA/ Aggregate
- f) Professional fees up to INR 5 CRS AOA/ Aggregate
- g) Waiver of contribution clause.
- h) Waiver of Subrogation Clause.
- i) Extra charge cover
- j) Air Fright cover
- k) Pair or set clause
- l) Expediting cost including Air freight and Express freight (Up to 30% of net claim amount)
- m) Claim preparation Clause INR-5 Crs
- n) Amendment in firefighting endorsement wordings
- o) Fragile Items like glass, insulation, refractory, insulators, mineral wool mattress, fire bricks etc. (in boxes or loose as may be) - with Sum Insured up to ₹2 crores
- p) Property belonging to or held in the care, custody or control of the insured up to a value of 5 crores
- q) Additional Custom Duty upto Rs.10 crores
- r) Off-site storage up to Rs. up to INR 25 CRS AOA/Aggregate
- s) Inland transit up to a value of ₹10 crores to cover movement / transit between one part of site & other part of site including movement from / to off-site storage spanning over public road in between
- t) Civil Engineering Works – To cover the risk of loss or damage to the property brought on to the Site of Erection for the performance of the contract, as follows:
  - 1. All permanent Civil Engineering Works such as buildings, foundations, earthwork including materials for the constructions thereon.
  - 2. All temporary civil works such as buildings, sheds.
- u) **Extended Maintenance period– 18 months**
- v) **Escalation- 10% of SI**
- x) **Third Party Liability including cross liabilities- Rs.10 crores (AOA:AOY)**
- y) **Owner's surrounding party with FLEXA-10% of Sum insured**
- z) **Earthquake, STFI and Terrorism as per Indian Terrorism pool**



## **Warranties:**

### **1. PILING WORKS**

Notwithstanding anything contained herein to the contrary, it is a condition of this Policy that the Insurers shall not be liable to indemnify the Insured under Section 1 Material Damage in respect of:

(A) foundation piles and/or casings and/or sheet pile constructions which are:

(a) misplaced and/or misaligned;

(b) lost or damaged during driving and/or extraction;

(c) the subject of individual or block disconnection or declutching;

(B) the cost of repair, replacement, or rectification of piling work necessitated by Leakage or infiltration of fluids or material at seams, joints, connections and/or beneath sheet pile constructions or into casings, unless such leakage or infiltration is a direct consequence of other physical loss or damage for which indemnity is provided by this policy;

(C) any abandoned piling work, unless such abandonment is a direct consequence of other physical loss or damage for which indemnity is provided by this Policy;

(D) Piles which have failed to pass a load test or to reach the required bearing load, unless such failure is a direct consequence of other physical loss or damage for which indemnity is provided by this policy.

### **2. SECTION WARRANTY**

In respect of road construction, the combine maximum length of excavation work, subgrade and subbase courses not covered by a waterproof wearing course shall not exceed any one of the following at any one time.

A road portion is deemed to be not completed until the asphalt or concrete course has been laid. It is understood that road shall include all types of roads including but not limited to motorways and highways.

a) Projects in J&K, Ladakh, Himachal, Bihar, UP, Uttarakhand and 8 north eastern states to have open section limit as maximum 12% of the project length at any given time with minimum distance of 400 meters between two sections

b) Project in other states to have open section limit as maximum 20% of the project length at any given time with minimum distance of 250 meters between two sections

c) 150 meters x 3 unconnected sections for internal & access roads of hydel power projects and any two unconnected sections separated by a distance of 50 meters from each other.



### **3. WORK TIME SCHEDULE**

Notwithstanding anything contained herein to the contrary, it is a condition of this Policy that if any calendar date as contained in the Works Time Schedule varies in respect of any material part or unit of the works by more than the period stated below, such variation shall be regarded as a material change to which the obligations as set forth in General Conditions will apply. Calendar date variation: 4 weeks

### **4. EXCLUSION OF CROPS (THIRD PARTY LIABILITY)**

Notwithstanding anything contained herein to the contrary, it is hereby agreed that as of the inception date of this Policy, the following Exclusion is added to Section 2 Third Party Liability:

The Insurers will not indemnify the Insured in respect of any liability, directly or indirectly, due to or arising from loss or damage to forests, woods, crops, plants, cultures, flowers and fish farms.

### **5. SPECIAL CONDITIONS CONCERNING SAFETY MEASURES WITH RESPECT TO PRECIPITATION, FLOOD AND INUNDATION**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall indemnify the Insured for loss, damage or liability caused directly or indirectly by precipitation only if adequate precautions have been taken in designing and executing the project involved.

In this context, adequate precautions shall mean that allowance is made for precipitation, flood and inundation up to a return period of 20 years for the location insured and the entire policy period on the basis of statistics prepared by the Meteorological agencies.

Loss, damage or liability resulting from the Insured's not immediately removing obstruction (e.g. sand, trees) from watercourses, whether carrying water or not, in order to maintain free water flow shall not be indemnifiable.

### **6. RAIN WATER DAMAGE EXCLUSION WARRANTY**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall NOT indemnify damage caused by rill erosion, gully erosion and rain cuts caused by flow of rain water.

**7.** No direct/consequential loss/damage/liability on the works completed before commencement of the policy shall be admissible.



## **8. WET RISK ENDORSEMENT (to be incorporated in policies involving wet risks)**

### **A. Exclusion**

The insurer shall not indemnify the insured in respect of costs incurred for:-

1. Loss or damage to berths, wharves, jetties and the likes caused by their subsidence or sinking
2. Normal action of the river/sea/ Water Channel and the like
3. Loss of or damage to more than 200 metre of uncompleted or unprotected seawall, quay or or similar other marine structure
4. Loss, damage or liability due to soil erosion
5. Dredging or re-dredging
6. Lost or damaged fill material
7. Replacing or rectifying piles or retaining wall elements:
  - “ which have become misplaced or misaligned or jammed during their construction
  - “ which are lost or abandoned or damaged during driving or extraction, or
  - “ which have become obstructed by jammed or damaged piling equipment or casings
8. Cost Of Rectifying disconnected or de-clutched sheet piles
9. Cost Of Rectifying any leakage or infiltration of material of any kind
10. Cost as a result of piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity
11. Cost for reinstating profiles or dimensions
12. any floating and other equipment such as caissons, barges and the like and liabilities therefrom
13. any mobilization/demobilization and /or other costs which arise for stand-by/waiting on weather of offshore and/or in water/on waterborne vessel construction equipment
14. loss or damages to pulling wires, anchors, chains and buoys
15. loss or damage due to impact of shipping
16. marine liability



## **B. Definition**

Normal action of the sea /River means the state of the sea/River, which manifests itself up to No. 8 on the Beaufort scale(or comparable for River), or the state of the tides, current and wave action of the sea/River, which must be statistically expected to occur once during a 20 year period, whichever is the more onerous.

## **C . Warranties**

It is agreed and understood that subject otherwise to the terms, exclusions and provisions contained in the policy or endorsed thereon, the insured shall:

Receive weekly weather updates from the local meteorological office during the period of insurance and make continuous contact to the local meteorological office within 12 hours notice of an imminent storm.

Make navigation distance for public traffic to work site at minimum 100m.

In the event of Heavy Rains and/or Flood like situation the assured will keep in touch with local Public Authorities in respect of any imminent warning of discharge of water from any upstream Dam and or reservoir and would initiate suitable protective safety measures.

## **9. ABANDONMENT OF SHAFTS -**

It is hereby agreed and declared that, notwithstanding anything contained in the contrary, this endorsement excludes any loss or damage resulting as a consequence of shaft being abandoned due to any reason whatsoever.

## **10. ENGG/END-111: ENDORSEMENT REGARDING SAFETY MEASURES -**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused by flood and inundation if adequate safety measures have been taken during planning and execution of the project.

Adequate safety measures in this context shall mean that the average monthly rainfall, flood and inundation hazard as known from statistics of the competent meteorological offices for the respective month and location has been taken into account.

## **11. ENGG/END-114: WARRANTY CONCERNING UNDERGROUND CABLES AND PIPES**



It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the insurers shall only indemnify the Insured in respect of



loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has enquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities.

The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage being excluded from the cover.

## **12. ENGG/END-115: SPECIAL CONDITIONS FOR OPEN TRENCHES DURING LAYING OF PIPELINES DUCTS AND CABLES -**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers will indemnify the Insured for any loss or damage due to storm, rainfall, flood, inundation such as sanding, silting up, mudding up, erosion, collapse and floating up of pipes, ducts or cables, sustained by completely or partly excavated open trenches and/or items laid therein, upto a maximum length of **3 km** open trench only one loss event.

The Insured shall make sure that plugging facilities are available near the pipe ends for emergency purposes and that pipe ends exposed to flooding are plugged before any interruption during idle work periods such as nights and holidays.

## **13. Storage Warranty:**

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the company shall indemnify the Insured in respect of any loss or damage caused by Fire/Explosion only if the following requirements are fulfilled.

1. Watch and Ward facility shall be provided round the clock at the site.
2. Materials and equipments stored in buildings (sheds) or in open area shall be divided into sub-units with the value, which shall not exceed 10% of the sum insured or Rs. 50 Crores whichever is less. Wherever value of single equipment stored exceeds this limit, its value shall be taken as the limit. The sub-units in open area shall be separated from each other by a distance of atleast 15 m. In case of storage buildings, firewalls of 9" thickness carried upto roof shall be erected without any wall openings between the sub-units.
3. Packing materials, scaffolding etc. combustible materials and liquids and explosive substances should be stored at a 30 M safe distance from other buildings, plants and stores.
4. Utmost attention should be paid to good housekeeping such as -
  - i. Orderly storage;
  - ii. Periodic removal of combustible packing material, either by burning on site at a safe distance of 100 M away or removal from the site;
  - iii. Clean - up of site atleast once a week
5. Open flame work (welding, cutting etc.) requires utmost caution. All combustible materials lying about must be removed or covered.
6. Grass and/or any other vegetation in and around the site are regularly removed.



7. 'No smoking' rules must be enforced in areas exposed to fire (stores etc.) and in the vicinity of hazardous operations.

8. Living quarters should be well separated (100 M away) from construction site.

#### **14. WARRANTY CONCERNING CONSTRUCTION MATERIAL:**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to construction material by flood or inundation if such construction material does not exceed three days demand and the exceeding quantities are kept in areas not endangered by 25 years flood.

#### **15. EPI 46 Ground Water Pumping**

It is agreed that in Section 1, Material Damage the following is added to Exclusions to Section 1:

Insurers will not indemnify the Insured in respect of:

(a) any loss or damage arising directly or indirectly from breakdown of any groundwater pumping system unless standby pumping facilities, equivalent to at least the capacity of the largest operating pump, are installed and ready for immediate use prior to the commencement of the pumping operations; and

(b) any costs or expenses incurred in respect of groundwater pumping operations.

#### **16. Minimum Damage area Warranty**

Any loss or damage admissible in the policy consisting of Single/ Multiple patches, the policy shall indemnify only those individual Patches which are more than 100 Sqmt.

#### **17. For Road widening and augmentation works ,additional conditions to be imposed in the policy are as given below.**

a) For existing road, the coverage is restricted to the actual work done on the existing road as per the contract agreement.

b) The Sections/ Chainages damaged previously & not reinstated shall not be covered till complete reinstatement subject to declaration of Insured confirming reinstatement.

Kindly note that Complete contract value should be taken for policy SI.

If the insured wants to exclude GST from SI, please note that No GST(on parts/materials/labour) will payable to the insured in the event of a claim & the same to be specified in the conditions.

Also kindly make sure a declaration regarding the same is obtained from the insured.



## 18. Slope Protection Warranty

It is agreed and understood that otherwise subject to the terms, exclusions provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss and/or damage resulting therefrom the slope failure provided that adequate and approved safety measures have been taken in designing and executing the slope protection. For the purposes of this Endorsement, adequate and approved safety measures shall mean that, at all times throughout the policy period, allowance is made for

- a. erosion protection to the slope surface caused by precipitation and/or flood and/or inundation,
- b. measures which become necessary to improve or stabilize ground conditions or to seal against water ingress/egress,
- c. filling voids or for replacing lost bentonite/soil,
- d. for reinstating profiles or dimensions of the slope surface (e.g. refilling cavities, profiling slope gradient & etc) to improve or stabilize ground conditions &
- e. Immediately removing obstructions (e.g. sand, rocks, trees & etc) from watercourses within the construction site.

The insurers will not indemnify the Insured for

- a. loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- b. loss or damage caused by subsidence if caused by insufficient compacting, and
- c. the costs of loss prevention or minimization measures which become necessary during the period of insurance

## 19. ABANDONMENT OF SHAFTS

It is hereby agreed and declared that, notwithstanding anything contained in the contrary, this endorsement excludes any loss or damage resulting as a consequence of shaft being abandoned due to any reason whatsoever.

## 20. CARGO WARRANTIES

### Over Dimensional cargo Definition:

- 1) Any Cargo which including packing has dimensions in excess of 12 Meters length and/or 2.5 Meters wide and/or 2.5 Meters high [or US equivalent] and therefore does not fit inside a standard 40 foot container or equivalent road trailer.
- 2) Any Cargo including packing with a weight in excess of 30 Metric Tonnes.

### Over Dimensional cargo is covered subject to the below given warranties:

1. Road safety ( Route) survey to be done in cases of ODC.
2. ODC is carried in multi-axle low bed trailer which should be adequately lashed/strapped before commencement of inland transit. Such consignments should be loaded /stowed/ fastened / lashed or barged ( if any) and secured & unloaded on to and from inland conveyance & the entire operation of logistics including deck stowing should be carried out under supervision of an approved surveyor and all recommendations of surveyor complied with. All statutory requirements to be complied with regarding movement of ODC cargo.
3. Capacity of carrying vehicle should be more than the weight of the consignment.
4. Carrying vehicle should be suitable to carry the cargo.
5. Advance intimation regarding transit of ODC consignments should be given to insurance company.



## **Deductibles :**

### **For Storage / Erection and Testing Cover :**

#### **For Boilers, TG Set and Power Transformer**

Normal Period - 5% of claim amount subject to minimum of Rs. 15 Lakhs

Testing Period - 5% of claim amount subject to minimum of Rs. 60 Lakhs.

#### **For Other Equipments :**

Normal Period - 5% of claim amount subject to minimum of Rs. 2.25 Lakhs

Testing Period - 5% of claim amount subject to minimum of Rs. 6 Lakhs

**Excess for AOG Claims :** 10% of claim amount subject to minimum of testing period excess with an maximum limit of Rs. 5 Crores.

