Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
PROJECT ENGINEERING MANAGEMENT
NOTICE INVITING TENDER (NIT)

Enquiry No-77/26/6120/AMI Date 17-Aug-26

BHEL invites offers from reputed bidders as per following terms and conditions -

1. Mode of Enquiry	E - PROCUREMENT		
2. Tender Type	Open Tender (Domestic-Indian)		
3. Project	1X800 MW HPGCL YAMUNANAGR TPP		
4. End Customer	Haryana Power Generation Corporation Limited (HPGCL)		
5. Executing Agency	BHEL-PSNR		
6. Package	FUEL OIL HANDLING AND STORAGE SYSTEM		
7. Nature of Package (Divisible/Non-Divisible)	Non-Divisible		
8. Due Date & Time for Offer Submission	27.08.2026	12:00 IST	
9. Opening of Part I bid	27.08.2026	16:00 IST	
10. Earnest Money Deposit (EMD)	Applicable (Refer S. No. 32 of NIT)	EMD Amount	Rs 6 Lakh
11. Tender Cost	Nil		
12. Customer Approval Required	Yes		
13. Eligibility of Local Supplier as per MII	Only Class I Supplier (with local content 60% and above)		
14. Technical Scope	As per Technical specification No: PE-TS-510-166-A001		
15. Numbers of Part bid	2-Part bid (Techno-commercial and price bid)		
16. CIF Content	Not Available	CIF Value: Not Applicable	
17. HSE Guideline	YES	Enclosed with SCC	
18. Last Date for Seeking Clarification	22.08.2026 Bidders may seek clarifications to the prescribed clauses and / or different part of the Tender Specifications. Such a request for clarifications, if any, should reach the Purchaser on or before the due date mentioned above. In case of non-receipt of any clarifications within the date specified above, it will be presumed that there are no queries/ clarifications and BHEL will be under no obligation to reply to queries/clarifications raised after the date.		
19. Schedule of Pre-Bid Discussion	Not applicable		
20. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES	
21. Delivery terms for Supply	FOR Despatch Station		
22. Delivery Schedule:	The delivery schedule for this package is as below		
(A) Design & Engineering	Drawing/ documents submission and re-submission shall be as per Annexure – IV of Technical Specification. BHEL shall take 18 days to approve/ comment the Drawing/ documents within Drawing/ documents submission/ re-submission by the vendor.		
(B) Main Supply	15 months from the date of LOA.		
(C) Mandatory Spares	6 months from the manufacturing clearance.		
(D) E&C	21 months from date of LOA or 6 months from the date of availability of front, whichever is later. Site front availability will be reckoned as the date when site informs vendor for mobilization of manpower & resources.		
23. PVC (Price Variation Clause) shall be applicable as per enclosed PVC Annexure to NIT			
24. Variation of Contract Value: +/-10% (Refer Annexure-XIII of GCC BOP Rev-00)			

25. Integrity Pact Applicability — YES

26. In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL.
   a) Dr. Sarat Kumar Acharya, Ex-CMD, NLC (iem1@bhel.in)
   b) Shri R. Mukundan, IRPS (Retd.) (iem2@bhel.in)
   c) Shri Madan Lal Meena, IAS (Retd.) (iem3@bhel.in)

   Further refer annexure 2 of Integrity pact in enclosed forms & formats.

27. Tender Evaluation - Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable. The evaluation currency for this tender shall be INR.

   In RA, the loading (technical/commercial), if any, shall be added by bidder while submitting the bid in reverse auction portal. Ordering shall be done after de-loading the commercial/ technical loading from bidder's final price.

   In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

   In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder (s) or their representative(s).

   Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.

28. Payment terms

(A) Design & Engineering	As per clause no.9.4 of GCTC of GCC-BOP Rev 00. However, for the payment purpose, bidder to note that 50% of price as per sl. no. 2.4 shall be made against basic engineering (i.e. Preparation, submission & approval of basic drawing/ documents as indicated in tender specification section-IA, Annexure-IV) and the remaining payment shall be made for the balance engineering part on pro-rata basis. Bidder to submit additional BG of equivalent amount (of payment being claimed) which shall be valid till completion of main supply.
(B) Main Supply	As per clause no. 9.2.1 of GCTC of GCC BOP.
(C) Mandatory Spares	As per clause no. 9.1.1 of GCTC of GCC BOP
(D) E&C	As per clause no. 9.3 of GCTC of GCC BOP

29. Clause no 9.5 (excluding notes) of GCTC of GCC BOP Rev. 00 along with its Corrigendum-01 shall be read as-

"Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as per clause no 9.6.2 – 9.6.5:
   a. 90 days for non MSME
   b. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
   c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act."

Important Note for MSME Bidders-

   In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform ((i.e RXIL, Mlxchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred

TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop-down menu on Suvidha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract.

30. BHEL shall be resorting to **Reverse Auction (RA)** (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

Bidders to note that the elimination of the bids in RA shall be as per RA guidelines.

RA shall be done at Evaluation cost as mentioned above in NIT.

However, separate price break-up may be submitted by the L1 bidder (after RA) in case of any further price reduction.

In case of single qualified bid, price bid of single qualified bidder shall be opened.

31. Performance Security (PS)	PS applicability	Applicable
	I	Initially 10% of the contract value (total Ex-works price excluding PVC). 5% of the contract value (excluding PVC) will be released after completion of E&C based on certification by Project Group/Purchaser. However, 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.
		OR
	II	5% of the contract value (total Ex-works price excluding PVC). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of E&C based on certification by Project Group/Purchaser. However, 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.
	Validity of PS	As per GCC BOP Rev-00. Validity mentioned in clause 11.3 of GCC BOP shall be applicable for all allowed instruments of performance security.
	Modes of deposit	Performance security may be furnished in the following forms: a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

		c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). e) Insurance Surety Bond. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith) Performance Security is to be furnished within 14 days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
	Remarks for PS	a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier. b) Performance security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. c) BG should be in favour of BHEL-PSNR in place of PEM as per GCC -BOP The Performance Security shall not carry any interest.
32. Earnest Money Deposit (EMD)		EMD is to be submitted by all the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)). Modes of deposit The EMD may be accepted only in the following forms: i) Electronic Fund Transfer credited in BHEL account (before tender opening) BHEL-PEM account details are as follows: Bank name : State Bank of India Account No : 39922687394 IFSC : SBIN0017313 BRANCH : CAG II NEW DELHI ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer). iii) Fixed Deposit Receipt (FDR) iv) Bank Guarantee from any of the Scheduled Banks (refer EMD Annexure of NIT) v) Insurance Surety Bonds.

	Bidders to note that original EMD (in form of Banker's cheque/ Pay-order/ Demand draft/FDR/BG/Insurance Surety Bonds) is to be submitted within 5 days from Part I bid opening date. Validity period of EMD The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period. EMD shall not carry any interest Forfeiture of EMD I. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender. II. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines. Return of EMD I. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation. II. Bid security shall be refunded to the successful bidder after receipt of performance security.
33. Breach of contract, Remedies and Termination	Clause no. 27.0 of GCTC of GCC-BOP is not applicable. In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments: (i) encashment of security instruments like EMD, Performance Security with executing agency (PS-Regions/PEM as applicable) against the said contract (ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Vendor, retention amount etc. with executing agency (PS-Regions/PEM as applicable) (iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL (iv) if recovery is not possible then legal remedies shall be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of Liquidated Damages,

	Debarment, Termination, De-scoping, Short-closure, etc., shall be applied as per provisions of the contract.

34. Terms & Conditions: - The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), General Conditions of Contract (GCC)-BOP Rev 00 along with its Corrigendum-01 which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter. Bidders to agree with all the clauses of GCC BOP along with its Corrigendum-01 except clause no-27.0 of GCTC of GCC-BOP (available on www.pem.bhel.com) & SCC of the project.
35. Bidders who fulfil Technical & Financial Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those bidders shall be evaluated who meet the Technical as well as Financial Pre-Qualifying requirements. *Note: This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated 20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc.) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the NIT items/Package.*
36. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.pem.bhel.com). Bidders should regularly visit websites to keep themselves updated.
37. If bidder mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost.
38. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.
39. Bidder to quote non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.
40. All Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.
41. Insurance Deductibles/Excess: shall be as per enclosed project insurance policy.
42. Construction water shall be as per clause no 18 of project SCC.
43. Bidders are requested to refer clause no 26.0 of GCC BOP Rev 00. Make in India. For this procurement, the local content to categorise a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier shall be as defined in Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024 issued by DPIT. In case of subsequent order issued by nodal

	ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024. This package is not divisible in nature. The margin of purchase preference shall be as per above mention ed order dtd. 19.07.2024. For this tender, offer from only Class-1 Local Suppliers (meeting minimum 60% local content requirement) shall be considered. Bidders are required to provide the following along with the part-1 bid: i. Provide a certificate (in line with attached draft) giving the percentage of local content. ii. Provide the details of the location(s) at which the local value addition shall be made.
44.	Purchase preference would be applicable to MSE bidders as per GOI circular (No. F.1/4/2021- PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications. All the bidders are required to declare their ownership status (SC/ ST or Women-owned or others) along with their MSE category in format enclosed with NIT. This declaration, along with the Udyam Certificate, shall be mandatory for bidders to avail benefits under the Public Procurement Policy.
45.	Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
46.	Self-declarations/ Auditor's/ Accountant's Certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.
47.	All bidders to declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
48.	Conflict of interest: All bidders are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the bidder.
49.	Grievance Redressal Mechanism: To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company: *Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:* • *First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.* • *Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix.*
50.	Verification of PQR documents: Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same is not available, then purchaser has right to reject such document(s) from evaluation

51. At Sl.no. 17 of ITB of GCC Rev.07, "Base rate of SBI on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 6%" may be read as "Repo Rate on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 4%"

52. Conciliation & Arbitration shall be as per Annexure-I to NIT.

53. Bidder to submit Declaration Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings along with the offer as per enclosed format.

54. GSTIN no. of PSNR for Construction Manager, BHEL site office, 1 X 800 MW Ultra Supercritical Expansion Unit DCRTPP Yamuna Nagar may be read as "06AAACB4146P1ZJ"

55. GST shall be payable extra at actual.

56. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.

57. Bidders to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Bidders shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal https://eprocurebhel.co.in/nicgep/app.

    Following documents need to be uploaded:

    - Offer forwarding/ covering letter
    - Local Content Certificate in line with Make in India circular.
    - Land Border Certificate.
    - Mandatory declaration by MSE bidders
    - Mandatory declaration by bidders regarding conflict of interest
    - Declaration Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
    - Integrity Pact
    - Credentials as per format.
    - Documents required for meeting Technical & Financial PQRs

    Un-price bid, Annexure-II of GCC-BOP Rev 00 (Cost of Withdrawal of Deviation) and Price bid in e-procurement portal.

58. It shall be the responsibility of the bidder to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Amit Kumar / Sr. Manager– BOP M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: amitkum@bhel.in Ph. No. 9910906336	Upendra Chaudhary / DGM, BOP M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: upendrachaudhary@bhel.in Ph. No. 8800355885; 0120-6748119

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date

Thanking You.
For and on behalf of BHEL

Amit Kumar
Sr. Manager/ BOP/ PEM Noida

Enclosures: -

1. SCC of the Project
2. Technical PQR
3. Financial PQR
4. Technical Specifications
5. Price format
6. Annexure-I for Conciliation & Arbitration
7. Annexure II: PVC annexure to NIT
8. Standard forms & formats for BOP tenders

Annexure- I to NIT

CONCILIATION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

ARBITRATION

i. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. **"India International Arbitration Centre (IIAC) Delhi" for PSNR & PSER / "Mumbai Centre for International Arbitration (MCIA), Mumbai" for PSWR / "Nani Palkhivala Arbitration Centre (NPAC) Chennai" for PSSR** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

ii. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the **Head of the Region, Power Sector/ Unit, BHEL**, **executing the Contract** and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

iii. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.

vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.

vii. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

viii. The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

ix. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

x. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of above clause. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

Annexure II to NIT

PRICE ADJUSTMENT FORMULA FOR SUPPLY PORTION FOR FUEL OIL HANDLING SYSTEM

(1) The price adjustment formula is defined for price components related to Main Supply package.

(2) The amount of price adjustment shall be computed as under:

EC = EC1 - EC0

EC1 will be computed as follows:

EC1= EC0 {F + a x A1m/ A0m + Lb x L1/ L0}

Where

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA/ PO.

(i) 'F' shall be fixed portion of the Ex-Works supply Price and shall be considered as 0.15.

(ii) 'a' shall be co-efficient which shall be considered as 0.6

(iii) For Tanks, A1m & A0m shall be Wholesale Price Index for "**MANUFACTURE OF BASIC METALS**" as published in RBI Bulletin, Sl.no. III (N) Base: 2022-23 = 100. For other items A1m & A0m shall be Wholesale Price Index for "ALL COMMODITIES" as published in RBI Bulletin, Base: 2022-23 = 100.

(iv) 'Lb" shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.25.

(v) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(vi) For the indices,

Subscript '0' refers to indices of Base Month for PVC which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month of reckoning the variated price which shall be the month before the month in which dispatch is made.

The latest available indices are to be extrapolated to the above defined month w.r.t the base month.

Source link of RBI bulletin: https://rbi.org.in/Scripts/BS_ViewBulletin.aspx

Note:

1. The price adjustment i.e. either increase or decrease shall be applicable upto the contractual date of completion of supplies. Contractual delivery/dispatch date would mean the delivery/dispatch date mentioned in the order including amendments in delivery/dispatch date (if any). PVC will not be applicable for the period beyond the contractual delivery/dispatch date where delay is attributable for supplier.

2. The price adjustment shall be limited to (+) 20% of Ex-Works Supply Price including commissioning spares. However, there shall be no limit on negative price adjustment.

PRICE ADJUSTMENT FORMULA FOR MANDATORY SPARES PORTION FOR FUEL OIL HANDLING SYSTEM

(1) The price adjustment formula is defined for price components related to Mandatory Spares Portion.

(2) The amount of price adjustment shall be computed as under:

EC = EC1 - EC0

EC1 will be computed as follows:

EC1= EC0 {F + a x A1bco/ A0bco + Lb x L1/ L0}

Where

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA/ PO.

(i) 'F' shall be fixed portion of the Ex-Works supply Price and shall be considered as 0.15.

(ii) 'a' shall be co-efficient which shall be considered as 0.6

(iii) A1bco & A0bco are as per "**ALL COMMODITIES**" as published in RBI Bulletin, Base: 2022-23 = 100

(iii) 'Lb" shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.25

(iv) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(v) For the indices,

Subscript '0' refers to indices of the Base Month which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month before the month in which delivery is required to be made as per the Purchase Order or its amendments issued.

The latest available indices are to be extrapolated to the above defined month wrt the base month.

Source link of RBI bulletin: https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=20964

Note:

1. The price adjustment i.e. either increase or decrease shall be applicable upto the contractual date of completion of supplies. Contractual delivery/dispatch date would mean the delivery/dispatch date mentioned in the order including amendments in delivery/dispatch date (if any). PVC will not be applicable for the period beyond the contractual delivery/dispatch date where delay is attributable for supplier.

2. The price adjustment shall be limited to (+) 20% of Ex-Works Mandatory Spares Price. However, there shall be no limit on negative price adjustment.

PRICE ADJUSTMENT FOR SERVIC PART (E&C) FOR FUEL OIL HANDLING SYSTEM

(i) The price adjustment provisions shall be applicable for price components relating to service part (E&C) as per price break-up furnished by the Contractor.

ER = ER1 - ER0

ER1 will be computed as follows:

ER1= ER0 X {F + Lb x L1/ L0}

Where

ER = Adjustment in E&C Prices (without taxes & duties).

ER1 = Adjusted Amount of E&C Prices (without taxes & duties).

ER0 = E&C Prices (without taxes & duties) as per LOA.

(i) 'F' shall be fixed component and shall be considered as 0.15.

(ii) 'Lb" shall be co-efficient for labour component in the Ex-Works Component of the E&C price which shall be considered as 0.85

(iii) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

For the indices,

Subscript '0' refers to indices of Base Month for PVC which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month of reckoning the variated price which shall be the month before the month in which E&C is carried out.

The latest available indices are to be extrapolated to the above defined month wrt the base month.

Source link of RBI bulletin: https://rbi.org.in/Scripts/BS_ViewBulletin.aspx

Note:

1) The price adjustment i.e. either increase or decrease shall be applicable upto the contractual date of completion of work. Contractual work completion date would mean the Completion date mentioned in the order including amendments in work completion date (if any). PVC will not be applicable for the period beyond the contractual work completion date where delay is attributable for supplier.

2) The price adjustment shall be limited to (+) 20% of E & C Prices (without taxes & duties). However, there shall be no limit on negative price adjustment.

Bajaj General Insurance Limited
(Formerly known as Bajaj Allianz General Insurance Co. Ltd.)
Bajaj Insurance House, Airport Road, Yerwada, Pune – 411006 (India)

GENERAL
BAJAJ
CARINGLY YOURS

Marine-Cum-Erection All Risks Insurance

of

EPC Package for 1x800 MW Ultra Supercritical Expansion Unit at DCRTPP Yamunanagar

for M/s Haryana Power Generation Corporation Limited (M/s HPGCL)

Insured: Bharat Heavy Electricals Limited

Issued by
Bajaj General Insurance Limited

DETAILS OF INSURANCE COVER & POLICY NO. :

Marine Cargo Insurance cover	: OG-26-1904-1065-00000003
Erection All Risks Insurance cover	: OG-26-1904-0401-00000011

Policy issuing office and Correspondence address for communication by policyholder for claim, service request, notice, summons, etc.	Bajaj General Insurance Limited., Bajaj Insurance House, 291-Xtrium, 4th Floor, Next to Holy Family Church, Andheri Kurla Road, Chakala, Andheri (East), Mumbai-400093

BAJAJ GENERAL INSURANCE LIMITED (Formerly known as Bajaj Allianz General Insurance Co. Ltd.) ANDHERI

GENERAL BAJAJ CARINGLY YOURS

POLICY SCHEDULE

NAME OF THE INSURED PARTIES AND ADDRESS	- Haryana Power Generation Corporation Limited (HPGCL), as the Principal, C7, Urja Bhawan, Sector-06, Panchkula, Haryana - M/s. Bharat Heavy Electricals Ltd., as the Contractor, Power Sector Northern Region, Plot no.25, Sector-16A, Noida-201301 - BHEL Units / Sub-contractors / Vendors employed by BHEL, for their site activities and respective rights and interests under the Policy
DESCRIPTION OF PROJECT	Design, Engineering, Manufacture, Supply, Construction, Erection, Testing & Commissioning works for the EPC package for 1x800 MW Ultra Supercritical Expansion Unit at DCRTPP plat at Yamunanagar, Haryana
RISK LOCATION	Place-Kalanaur, District-Yamunanagar, State-Haryana, India.
DETAILS OF INSURANCE COVER	⇨ Marine Cargo Insurance Policy ⇨ Erection All Risks Insurance Policy
SUM INSURED	Marine cargo Insurance Cover: INR 50,645,200,000 Per Bottom Limit/Sending Limit: INR 35,00,00,000 Per Location Limit: INR 35,00,00,000 Erection All Risks Insurance (Section-I: Material Damage): INR 69,416,700,000
PERIOD OF INSURANCE	Marine Cover: 57 months from 13-11-2025 To 12-08-2030 Erection All Risks: 57 months from 13-11-2025 To 12-08-2030 (Including upto 3 months Testing period)

EXCESS / DEDUCTIBLE (For each and every claim):

⇨ For Marine Cover: 0.25% of consignment value subject to minimum of INR 20,000/-

⇨ For Storage/Erection and Testing Cover:

- Boilers, TG Set & Power Transformer:
  Normal Period: 5% of claim amount subject to minimum of INR 15 lakhs
  Testing Period: 5% of claim amount subject to minimum of INR 60 lakhs
- For Other equipment:
  Normal Period:5% of claim amount subject to minimum of INR 2.25 lakhs
  Testing Period:5% of claim amount subject to minimum of INR 6 lakhs

⇨ For Act of God perils: 10% of claim amount subject to minimum of the Testing Period Excess with a maximum limit of INR 5 Crores

⇨ For Fire & Explosion: 20% of claim amount subject to minimum of testing period excess

⇨ For Third party Liability:
The Policy excess for Storage /Erection and Testing Cover as above shall apply for Third Party Liability property damage claims also.
For third Party liability claims arising out of Acts of God perils, the excess applicable to AOG claims shall apply.

Terms and Conditions of Tender No. : BHEL: CO: FIN: INS: HPGCL 1x800 MW Yamunanagar STPP shall prevail in case of conflict with terms and condition of this policy

CO-INSURANCE DETAILS	- Own Share: 50% - United India Insurance Company Limited-UII-Corporate Cell: 25% - The Oriental Insurance Company Limited-CBRO Delhi: 15% - National Insurance Company Limited-NIC-Kolkata: 10%

INTERMEDIARY/ AGENCY	**Code: NIL**	**Name: Direct**	**Email: NIL**	**Contact: NIL**

BAJAJ GENERAL INSURANCE LIMITED (Formerly known as Bajaj Allianz General Insurance Co. Ltd.) ANDHERI

PREMIUM PAYMENT CLAUSE

Article 1:

The insured shall pay the premium in installments as per premium payment schedule mentioned in the policy schedule.

Article 2:

If the insured should fail to pay the premium in instalments up to the date of payment mentioned in the proceeding Article, the Company shall not be liable for any loss or damaged caused between such date and the date of receipt of the premium.

Article 3:

If, in the event of occurrence of loss or damage caused by the perils against which the Company is liable and the amount of indemnity payable (when the amount of indemnity is paid in one or more, aggregate sum of those) exceeds the sum of the premium in instalments already received, the insured notwithstanding the provisions of Article 1 of this special clause, shall pay immediately the next premium in instalment (when the sum of the next premium in instalment and if the already received premium is still less than the amount of indemnity mentioned above, the continued premium instalments shall be paid). Hereinafter the similar procedures shall be followed.

Article 4:

In the event of additional premium due under the policy due to any material fluctuations in the cost of insured items, under the contract of the special clause the insured shall pay such additional premium at the date and in proportion of the instalment.

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

ARBITRATION CLAUSE: The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

For & on the behalf of
Bajaj General Insurance Limited

Stamp Duty
Rs 0.50

Authorized Signatory
Dated: This ____________ day of ____________, ______.
Place: ____________

Consolidated stamp duty of Rs. 0.50/- paid for insurance policy stamps Challan No. MH010139001202526M Order No. LOA/ENF-1/CSD/121/2025 Order Dated 10-NOV-25 Defaced Date dated 10-NOV-25 having validity from 10-NOV-25 to 31-OCT-27 of General Stamp Office, Mumbai. India.

475039152/-/66667156/1904ANDHERI/-
476302742/-/66667156/1904ANDHERI/-

OG-26-1904-0401-000000011: 1904-02606352 / 475039152 / Rs. 22840019
OG-26-1904-1065-00000003: 1904-00031236-T / 476302742 / Rs. 3,95,341.00 , 1904-02606352 / 476302742 / Rs. 89,770.00
***** If Premium paid through Cheque, the Policy is void ab-initio in case of dishonour of Cheque**
***** This policy is subject to the standard policy wordings, warranties and conditions applicable for this product in addition to any specific warranty or condition attached**

GENERAL
BAJAJ
CARINGLY YOURS

ERECTION ALL RISKS INSURANCE COVER

(Policy wordings attached)

GENERAL INSURANCE
Bajaj Allianz General Insurance Co.
ANDHERI
LIMITED

GENERAL

ERECTION ALL RISKS INSURANCE COVER

ADD ON COVERS:

- Third party Liability including cross liabilities (Section-II) (INR 50 Lakhs anyone occurrence): INR 10 crores
- Surrounding Properties with FLEXA Risk : 10% of Policy sum insured
- Escalation : 10% of Policy sum insured
- Cover for Earthquake upto Policy sum insured
- Extended Maintenance period up to Eighteen (18) months
- Cover for STFI (Storm Tempest, Flood, Inundation) perils : Policy sum insured
- 50/50 clause
- 72 hour clause
- Free automatic reinstatement up to 10% of sum insured
- Loss Minimization Expenses
- Debris Removal up to INR 1 Crore AOA/Aggregate
- Professional fees up to INR 5 Crores AOA/Aggregate
- Waiver of Contribution Clause
- Waiver of Subrogation Clause
- Extra charges cover for express freight (excluding Air Freight), overtime, Sunday and Holiday rates or wages
- Air Freight Cover
- Pair or set clause
- Expediting cost including Air freight and Express Freight (up to 30% of net claim amount)
- Claim preparation Clause : INR 5 Crores
- Amendment in fire fighting endorsement wordings
- Fragile items like glass, insulation, refractory, insulators, mineral wool mattress, fire bricks etc. (in boxes or loose as may be) with sum insured upto INR 2 Crores
- Property belonging to or held in Care, Custody or Control of the insured upto a value of INR 5 Crores
- Additional Customs Duty upto INR 10 Crores
- Off-site storage upto INR 25 Crores AOA/Aggregate
- Inland transit upto a value of INR 31.86 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
- 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:
  (i) All permanent Civil Engineering Works such as buildings, foundations, earthwork including materials for the constructions thereon.
  (ii) All temporary civil works such as buildings, sheds

Territorial and Jurisdiction: Within India and Indian Court of Law

Exclusions under the Policy:

- Sanction and Limitation clause
- Territorial Exclusion (Belarus=Russia- Ukraine)
- Any Russian scope of works and services offered by Russian entities to the insured
- Political Risk Exclusion
- Nuclear Energy Risk Exclusion
- Communicable Disease Exclusion clause
- Property Cyber and Data Exclusion
- Five powers War Exclusion (amended to include triggering of NATO Agreement)
- Joint excess loss Cyber Losses Clause (JX2020-007)

BAJAJ GENERAL INSURANCE LIMITED (Formerly known as Bajaj Allianz General Insurance Co. Ltd) ANDHERI

1. **CROSS LIABILITY**

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 (included in the total 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.

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.

2. **SURROUNDING PROPERTY**

It is hereby declared and agreed that the insured having paid the extra premium (included in the total premium) the policy extends to cover loss of or damage to property located on or adjacent to the Project 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 testing of the items insured under Section I and happening during the period of cover. This cover does not apply to Construction / Erection Machinery, Plant and Equipment, Temporary Buildings and Temporary site installations.

The policy covers loss due to Fire, Lightning, Explosion and Aircraft damage only if FLEXA perils coverage is specifically mentioned in the policy schedule for this add on cover.

Limit of indemnity : 10% of Policy sum insured.

3. **ESCALATION CLAUSE**

It is hereby declared and agreed that the insured having paid the agreed extra premium (included in total premium), Company shall provide for escalation in Sum Insured under items of Section I of the Schedule attached to the policy upto 10% of the original Site Value, the basis of claim settlement shall be the original site value of affected equipment/ property as insured plus increase in cost of replacement/ reconstruction, if any provided that the increase in the value of such equipment/ property does not exceed 10% of the original site value as insured.

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 10% increase as per selected escalation and underinsurance would apply only in the event of the cost of replacement / reconstruction of the affected equipment/property exceeding the original value as insured inclusive of selected 10% towards escalation.

It is however understood and agreed that the premium collected against escalation provision shall not be subject to refund of premium as provided in the premium adjustment clause.

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.

4. EXTENDED MAINTENANCE COVER

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and Insured having paid the agreed extra premium this insurance shall be extended for the maintenance period specified hereunder to cover 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,
- Occurring during the maintenance period, provided such loss or damage was caused on the site during the construction period before the certificate of completion for the lost or damaged section was issued.

Maintenance cover period : up to 18 months

5. 50 : 50 CLAUSE

In respect of the subject matter Insured hereunder consigned from outside India:

The Insured hereby undertakes to inspect each item of the subject matter Insured upon arrival at the contract site for possible damage sustained during transit.

In the case of packed items which are to be left in their packaging until a later date the packaging is to be visually inspected for signs of possible damage and where such damage is visible the items are to be unpacked and inspected and any damage discovered reported to the Marine Insurers.

Where the packaging of an item shows no visible signs of damage to such item having been sustained during transit any subsequent damage discovered upon unpacking will be dealt with by the Marine Insurers or the EAR Insurers according to whether it can be clearly established that such damage was caused before or after arrival at the contract site.

Where it is not possible to clearly establish whether the damage to an item was caused before or after arrival at the contract site it is hereby agreed that the cost of such damage shall be shared equally between the Marine Insurers and the EAR Insurers, provided such a clause is included in the Marine Policy also.

6. 72 HOURS CLAUSE

It is agreed that any loss of or damage to the Insured Property arising during any one period of seventy two (72) consecutive hours, caused by storm, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the Excesses provided for herein. For the purpose of the foregoing the commencement of any such seventy two (72) hours period shall be decided at the discretion of the Insured it being understood and agreed, however, that there shall be no overlapping in any two or more such seventy two (72) hours periods in the event of damage occurring over a more extended period of time.

7. **AUTOMATIC REINSTATEMENT**

Notwithstanding anything contained herein to the contrary it is hereby agreed and understood that the amounts insured are always to remain at risk and shall not be reduced following loss or damage insured hereunder so long as the aggregate of the sums paid and/or payable does not exceed 10% of sum insured.

8. **LOSS MINIMISATION EXPENSES**

If upon the happening of any peril hereby insured resulting in actual damage to the Insured Property the Insured shall take all steps to minimise further loss or damage arising from that occurrence or accident, expenses necessarily and reasonably incurred by or on behalf of the Insured in an attempt to prevent or minimise such further loss or damage will be Indemnified up to a limit as mentioned in the policy schedule.

9. **CLEARANCE AND REMOVAL OF DEBRIS**

This Policy extends to cover costs and expenses necessarily incurred by the Insured with the consent of the Insurers in demolishing or removing debris of portions of the property insured by Section I destroyed or damaged by any peril hereby insured against up to an amount not exceeding INR 1 crore any one occurrence and in aggregate under the policy.

10. **PROFESSIONAL FEES CLAUSE**

The Indemnity provided by this Policy is extended to include Architects, Surveyors and Consulting Engineers or other Professional Fees necessarily incurred in the reinstatement of the Insured Property consequent upon loss or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorized under the scale of the appropriate Professional Body.

The liability of the insurers under this endorsement shall not exceed INR 5 crores any one occurrence and in aggregate under the policy.

11. **WAIVER OF CONTRIBUTION CLAUSE**

It is hereby agreed and declared that the contribution condition as per condition no 10 of the General Conditions of the policy is hereby waived for policies taken by the Principal and the Contractor only.

12. **WAIVER OF SUBROGATION**

It is hereby agreed and understood that otherwise subject to the terms exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall waive all their rights of subrogation or action which they may have or acquire against the assured and any person, firm or

BAJAJ ALLIANZ GENERAL INSURANCE LIMITED ANDHERI corporation having an association or affiliation at the time of loss with the assured through ownership or management subject to having been insured under this Policy.

13. EXTRA CHARGES COVER

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 (which is included in the total premium set forth in the Policy Schedule), this insurance shall be extended to cover extra charges for express freight (excluding air freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the policy.

If the sum(s) insured of the damaged item(s) is/are less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

14. AIR FREIGHT

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

15. PAIR AND SET CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment of additional premium, it is hereby declared and agreed that In the event of Damage by an insured peril against any article or articles of Property Insured which are a part of a pair or set, the amount of Damage to such article or articles shall be, at the Insured's option:

I. the reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or

II. the full value of the pair or set provided that the Insured surrenders the remaining articles of the pair or set to the Company.

The cover provided by this endorsement shall not exceed the Sub Limit stated in the Policy Schedule for this item.

BAJAJ ALLIANZ GENERAL INSURANCE LIMITED (Formerly known as Bajaj Allianz General Insurance Co. Ltd) ANDHERI

16. **COVER OF EXTRA CHARGES FOR OVERTIME, NIGHT WORK, WORK ON PUBLIC HOLIDAYS, EXPRESS FREIGHT INCLUDING AIR FREIGHT**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and Insured having paid the agreed premium (which is included in the total premium set forth in the Policy Schedule) the Insurer shall indemnify the insured, extra charges for Overtime, Night Work, Work on Public Holidays and Express freight (including Air Freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

If the sum(s) insured of the damaged item(s) is/are less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Provided always that the amount payable shall not exceed 30 % of net claim amount per any one occurrence and that the indemnity in respect of Air Freight shall be subject to an additional excess of 5 % of the Air Freight incurred per claim.

17. **CLAIM PREPARATION COSTS**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy Schedule or endorsed thereon and subject to the Insured having paid the agreed extra premium (which is included in the total premium set forth in the Policy Schedule), in the event of damage covered by this insurance this Policy extends to cover costs reasonably incurred by the Insured in producing and certifying any particulars or details in support of any claim as may be required by the Company in terms of the conditions of the Policy.

The liability of the Company under this endorsement shall not exceed INR 5 crores in the aggregate under the policy.

18. **SPECIAL CONDITIONS CONCERNING FIRE FIGHTING FACILITIES**

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 or damage resulting directly or indirectly from fire and/or explosion if the following requirements are fulfilled:-

(i)Adequate fire-fighting equipment and extinguishing agents of sufficient capacity must always be available at the site and ready for immediate use.

(ii)Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.

(iii)If storage of material for the construction or erection of the contract works is necessary at site or any other location within India. All inflammable materials (such as shuttering material not fitted for concreting, litter, etc.) and especially all inflammable liquids and gases must be stored at a sufficiently large distance from the property under construction or erection and any hot work like welding etc.

BAJAJ GENERAL INSURANCE LIMITED (Formerly known as Bajaj Allianz General Insurance Co. Ltd.) ANDHERI

(iv)Welding, soldering or the use of an open flame in the vicinity of combustible material is permitted only if at least one workman suitably equipped with extinguishers and well trained in fire-fighting is present.

(vi)At the beginning of testing all fire-fighting facilities designed for the operation of the plant must be installed and serviceable.

19. EXISTING PROPERTY OR PROPERTY BELONGING TO OR HELD IN CARE, CUSTODY OR CONTROL BY THE INSURED

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 premium (which is included in the total premium set forth in the Schedule), Section I of this Policy shall be extended to cover loss of or damage to the existing property or property belonging to or held in care, custody or control by the Insured caused by or arising out of the construction or erection of the items insured under Section I of Policy.

The Insurers shall only indemnify the Insured for loss of or damage to the insured property provided that prior to the commencement of construction its condition is sound and the necessary safety measures have been taken.

In respect of loss or damage caused by vibration or by the removal or weakening of support Insurers shall only indemnify the Insured for loss or damage as a result of a total or partial collapse of the insured property, and not for superficial damage which neither impairs the stability of the insured property nor endangers its users.

The Insurers shall not indemnify the Insured for

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.

The liability of the Insurers under this endorsement shall not exceed in the aggregate INR 5 crores under the policy.

Deductible: Policy deductible shall apply.

20. ADDITIONAL CUSTOM DUTY

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 (included in the total premium), this insurance shall be extended to cover at the Insured exchange rate increased Customs Duty percentage payable on the replacement supplies over and above the Customs Duty taken into account while arriving at the sum insured of the affected item.

Provided always that such additional duty is incurred in connection with any loss or damage to the insured items recoverable under the policy and provided further that the amount payable hereunder shall not exceed in the aggregate INR 10 crores during the Policy Period.
Each and every claim payable under this extension shall be subject to an excess of 5% of the Additional Customs Duty incurred over and above the excess normally applicable.

21. OFF-SITE STORAGE

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon and subject to the Insured having paid the agreed extra premium (included in the total premium), Section I of the Policy shall be extended to cover loss of or damage to property insured (except property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in off-site storage within the territorial limits as stated below.

The Insurers shall not indemnify the Insured for loss or damage caused by the failure to take generally accepted loss prevention measures for warehouses or storage units. Such measures shall include, in particular:

- ensuring that the storage area is enclosed (either a building or at least fenced in), guarded, protected against fire, as appropriate for the particular location or type of property stored;
- separating the storage units by fire-proof walls or by a distance of at least 50 metres;
- positioning and designing the storage units in such a way as to prevent damage by accumulating water or flooding due to rainfall or by a flood with a statistical return period of less than 20 years;
- limiting the value per storage unit.

Territorial limits of: Within India
Limit of indemnity : INR 25 crores any one occurrence and in aggregate under the policy

22. INLAND TRANSIT

(applicable 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)

It is agreed and understood that, subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed premium (which is included in the total premium set forth in the Policy Schedule), Section I of the Policy shall be extended to cover loss of or damage to locally supplied property insured

- whilst in transit to the contract site other than on waterway or by air within the territorial limits of India.
- caused as a result of collision, impact, flood, earthquake, inundation, landslide or rockslide, subsidence, burglary or fire,
- provided that the Insured Property is suitably packed and/or prepared for transit which shall also be deemed to include stowage,
- and provided that the maximum amount payable under this Endorsement shall not exceed INR 31.86 crores per conveyance.

Deductible: As specified in the Policy Schedule.